

**PENNICHUCK EAST UTILITY, INC.
STANDARD WATER AGREEMENT**

AGREEMENT made this day of March 7, 2011 by and between Skyview Estates, LLC ("the "Developer") having a business address of 21 Continental Boulevard, Merrimack, New Hampshire, and Pennichuck East Utility, Inc., (the "Water Company") having a business address of 25 Manchester Street, Merrimack, New Hampshire

WHEREAS, Developer represents that it is the owner in fee simple of a certain parcel or parcels of land, free and clear of all encumbrances, unless otherwise noted herein, consisting of approximately 95 acres situated at or off Spaulding Hill Road, Pelham, New Hampshire, known as Subdivision Plans for Skyview Estates, Phases I and II, and described in Exhibit "A" attached (the "Premises"), and that it has constructed, is constructing or intends to construct a water supply and distribution system, in accordance with the Water Company's definitions and specifications attached hereto as Exhibit "B" (Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations) and Exhibit "H" (Skyview Estates - CWS Standards of Construction) consisting inter alia of, and not limited to, a pump station, pumping equipment, pipelines, from main to end, all fittings, valves, release valves, hydrants, valve boxes, service boxes, electronics, thrust blocks, backfill materials, road restoration materials and any other appurtenances and equipment required to operate the proposed pump station and water main extension in accordance with the Water Company's specifications as well as any other related equipment, as further defined in Exhibit "B" and "H" and incorporated herein, (the "Equipment"), to provide water service to 64 lots providing service to no more than 192 bedrooms located or to be located on the Premises (the "Project"), and

WHEREAS, the Developer desires that the Water Company provide water service to the

Project, and

WHEREAS, Developer and the Water Company acknowledge that the construction of the water main, water services and distribution related appurtenances will be developed in two (2) separate Phases over time, to wit: Phase I and Phase II, and

WHEREAS, in order to permit the Water Company to provide water service to the Project, Developer is willing to convey to the Water Company (i) all necessary easements, free and clear of all encumbrances (except as set forth in Exhibit C attached "Exceptions") to include a Use and Access Easement on, under and across the Premises for purposes of, maintaining and or expanding the Equipment, such as the Pump Station, as well as construction, repair, maintenance and replacement of the Equipment by easement deed in form attached hereto as Exhibit "D" and a Well Head Protective Easement protecting the wells and water supply, in the form attached hereto and incorporated herein as Exhibit E, (all the easement interests herein called the "Easements"), and (ii) the Equipment by Bill of Sale containing warranty covenants in the form attached hereto as Exhibit F, and

WHEREAS, Developer and the Water Company agree that the documents required herein and the payment of same will coincide with the commencement of construction for Phase I and the commencement of construction for Phase II, and

WHEREAS, the Easements and the Equipment are sometimes hereinafter referred to as the "System", and

WHEREAS, the Developer has agreed to conduct a water test consistent with standards provided by the Water Company as part of this Agreement in Exhibit "H" to establish initial adequacy of supply and quality of water for Phase I and Phase II.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Cost. The Water Company shall pay the Developer an investment credit in accordance with Paragraph 7 of the Skyview Estates Water Main Extension Agreement, Phase I and Phase 2 and attached hereto as Exhibit "G" attached hereto and incorporate herein by reference. No investment by the Water Company shall be made into the project until the closing has occurred in accordance with Paragraph 7 of this Agreement. At closing the Water Company shall reimburse the Developer according to the attached Water Main Extension Agreements for meters set by Developer prior to closing but which comply with the terms and specifications set forth herein. After the closing, the Water Company shall make further investment in the Project each month based on the number of meters set during the previous month within the Project according to the terms set forth in the Water Main Extension Agreements and for the period set forth therein.

2. Adequacy of Supply.

a. In the event that, prior to Closing (as defined in Paragraph 6 below), the Water Company, in accordance with the attached CWS design standards attached hereto as Exhibit "B" as well as any applicable local, state or federal water quality standard, law or regulation, determines that the quantity or quality of water is unacceptable, the Water Company may terminate this Agreement. Upon notice, in writing, of the unacceptable quantity or quality to Developer, Developer will have 270 days to rectify the unacceptable water quantity or quality. Should Developer be unable to or unwilling to rectify the unacceptable water quantity or quality during that period, then, neither party shall have any further obligations hereunder.

b. The Developer shall provide the Water Company with a one (1) year warranty with regard to quantity and quality shall commence at the Closing of Phase I. In the event the water quantity or quality fails to meets the requirements detailed in Exhibit "B" during the (1) year warranty the Water Company will promptly provide the Developer with notice of the failure and the Developer shall provide the Water Company with a plan acceptable to the Water Company, including a time line, to correct the failure in water quantity or quality within 60 days of being notified of the failure. The Developer shall have 270 days to correct the failure in water quantity or quality. The Company will not allow any new connections or set any new meters in the Skyview Estates Subdivision until the developer has provided an acceptable plan to the Water Company to correct the water quality or quantity failure. The Company will not make any additional investment in the Water System, as defined in paragraph 1 (Cost) above until such time that the water quality or quantity failure has been corrected by the Developer to the Water Company's satisfaction.

c. The Developer shall record the deed of each property sold within the Skyview Subdivision covenants that:

- i. Prohibit the installation of an in ground irrigation system.
- ii. Prohibit the installation of an individual water well.

3. Inspection. The Water Company shall inspect the Equipment and System to determine whether its design, installation and condition are in accordance with the Water Company's specifications for community water systems and water main installations as defined herein and as attached hereto as Exhibits B and H. The Developer will supply Water Company with the plans of the Community Water Booster Station and storage tanks in an AutoCAD format, Release 2011 or earlier to facilitate the development of as built plans upon completion of the construction of the system. The Water Company's inspection rights include on site review and inspection as well as open access to the construction site to observe the construction and installation of the System, as

Water Company deems necessary. In the event the Water Company determines that either the equipment supplied, the installation of or and condition of the Equipment and System is not in accordance with said specifications, or applicable local, state or federal standard, law or regulation the Water Company shall notify the Developer of the breach in writing and the Developer shall be provided with 120 days to cure any breach. Failure to cure any breach, the Water Company may terminate this Agreement by written notice to the Developer in which event neither party shall have any further obligations hereunder.

4. Easements. The Developer shall supply Water Company with:

a. A survey plan completed and stamped by a certified surveyor in a recordable format showing the Well Head Protection, Water Supply and System Access Easements on the Premises.

b. Written and recorded easements over the streets where water mains are installed, in accordance with the requirements of the Skyview Estates, Phase I and Phase II Water Main agreements as attached in Exhibit "G". The Water Company is not obligated to provide water service to any of the lots of the Skyview Estates subdivision until such time that it has received the recorded easements over the water mains installed as part of the above referenced water main agreements.

5. Lienholders' Consent to Agreement. On or before the closing, the Developer shall deliver to the Water Company evidence of the agreement by all mortgagees and other lienholders having a lien or security interest ("Lien") in all or any portion of the System to release its/their Lien. At Closing, the Developer shall deliver to Water Company in a form acceptable to Water Company releases of all Liens, duly executed by such lienholders and/or secured parties, with respect to the Easements and the Equipment ("Releases").

6. Representations, Warranties and Agreements.

- a. Representation and Warranties - The Developer represents and warrants (a) that the well head protective radius area or areas (the "Well Field Land") and all areas of encumbrance under the Easements are part of the Premises and that the Well Head Protective Easement or Easements have been approved in writing by the New Hampshire Department of Environmental Services (Hereinafter "NH DES"), a copy to be supplied the Water Company; (b) that it knows of no hazardous waste site or pollution source existing on the Premises; (c) that it has the requisite power and authority to enter into this Agreement, and to take all action which is contemplated by the Agreement; and (d) that the Developer has good and marketable title to the Equipment and the Premises, free and clear of all encumbrances except for the Exceptions, and will have good and marketable title thereto, subject to the Exceptions (other than the Liens), at the time of transfer to the Water Company of title to the System, (e) The Developer represents and warrants that it has obtained any and all governmental approvals and certificates of registration required by applicable law for the transfer of the Easements and Equipment to the Water Company and subject to Attorney General Registration, the offering for sale and sale of 64 lots, or dwelling units containing 192 bedrooms on the Premises, and (f) the Developer further warrants all parts of the Equipment and System for a period of one year from Water Company's acceptance of the System, acceptance of the System occurring once the Water Company begins to charge for water service in accordance with Paragraph 6 below.

- b. Title Insurance - The Developer agrees that at least five days prior to Closing, Developer shall deliver to the Water Company at Developer's cost (i) a title insurance policy in a form and amount satisfactory to the Water Company with respect to the Premises and any real property rights, addressed to the Water Company, as well as a legal opinion letter. The Parties note that the form and amount of the title policy may exceed any monetary amount exchanged as part of the closing to reflect potential damage a title issue could cause to Water Company. The title policy and opinion letter shall insure that Developer can convey (or upon recordation of the Releases, will be able to convey) good and marketable title to the Easements and the Equipment, subject only to the Exceptions (other than the Liens), and (ii) at or before closing the Developer will deliver to the Water Company the Releases fully executed and in form for recordation.
- c. Assignment of Warranties - The Developer agrees to execute at or prior to the closing an assignment of all warranties, as well as any approvals and certificates which require assignment, in a form acceptable to Water Company, an example of which is attached hereto as Exhibit H.
- d. Intent for Section to Survive Closing - Recognizing the parties intend for there to be a closing as defined below in Paragraph 8 ("Closing"), the Developer agrees that the foregoing representations and warranties set forth above shall survive said Closing.
7. Partial Acceptance. Prior to Closing, the Water Company, at its' sole discretion, may accept the water mains and services installed, in order to set meters and provide service to the subdivision. The Water Company shall be entitled to charge the water rates approved by the NH PUC for water service provided before the Closing detailed in Paragraph 7 below. The Water Company, should it set meters and charge for water service, shall be responsible for operating the water supply and

distribution facilities that are providing the water to the metered customers. The Water Company shall pay for all electric bills necessary to operate the water supply facilities after it begins monthly billing for the meters that have been set within the subdivision. The Water Company will not commence service or take any action under this section, unless and until the Easements rights referenced herein are appropriately preserved, including the written approval of the Well Head Protective Easement by the NH DES, a copy of which is to be supplied to the Water Company, and the recording of all Easements in the appropriate registry of deeds or alternative easement documents acceptable to Water Company to protect easement rights until Closing under Paragraph 8, in which case the Easements would also be executed and held in escrow until said closing.

8. Closing. Subject to the Water Company's being satisfied that the Developer's representations and warranties contained herein are true and in effect and that it is not in breach of any of its covenants and agreements, within 30 days after satisfaction of the provisions Paragraphs 2, 3, 4 and 5, on terms acceptable to the Water Company, as provided in Paragraph 6 above, there shall be a closing ("Closing") at a mutually agreed time and place at which the Developer shall convey to the Water Company good and marketable title free and clear of all encumbrances, except the Exceptions (other than the Liens), to the Easements by Easement Deeds, and to the Equipment by Bill of Sale, in the forms attached as Exhibits D, E and F, respectively. The Developer and the Water Company acknowledge that the easement deeds for Phase II are tied to the completion of the Phase II infrastructure.

9. Additional Documents to be Delivered at Closing. At closing as defined in Paragraph 8 hereinabove, in addition to the documents otherwise referred to in this Agreement, Developer shall deliver to Water Company the following documents.

- a. Copies of any and all business records pertaining to the System and Developer's operation thereof including but not limited to financial records, filing with the NH PUC and

NH DES.

b. Such other and further documents as are required by rules and regulations or orders of the NH PUC, NH DES or any other local, state or federal agency, together with any other documents required in the opinion of Water Company's counsel, reasonably exercised, to convey the to Water Company to Buyer free and clear title in the System

c. The vote of Seller's members, authorizing Seller to enter into this Agreement and to take all of the actions contemplated hereby.

d. A certificate of Good Standing from the New Hampshire Secretary of State with regard to Developer's corporate status.

10. Default. In the event either party shall default in its obligations hereunder, the other party may declare a breach of contract and may enforce its rights in any proceeding at law or in equity, including, without limitation, reimbursement of all of its out-of-pocket expenses incurred in connection herewith.

11. Execution, Governing Law, etc. This Agreement may be executed in any number of counterpart originals, each of which shall be an original for all purposes and all of which shall constitute one and the same instrument. This Agreement is to be governed by and construed under the laws of the State of New Hampshire and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and may be canceled, modified or amended only by written instrument executed by the parties hereto.

12. Entire Agreement. The terms of this Agreement constitute the entire agreement between the parties and no statements, oral or written, made by anyone have been relied upon by any party or shall bind any party unless expressly incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

PENNICHUCK EAST UTILITY, INC.
By Its President – Regulated Utilities

Donald L. Ware

By: Donald L. Ware
Its: President – Regulated Utilities

SKYVIEW ESTATES, LLC
By Its Manager

John Gargas

By: [Signature]
Its: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 7 day of March, 2011, before me, the undersigned officer, personally appeared Donald L. Ware, who acknowledged himself to be the President – Regulated Utilities of Pennichuck East Utility, Inc., and acknowledged that he, as such officer being authorized so to do, executed the same on behalf of said corporation for the purposes therein contained.

[Signature]
Justice of the Peace/
Notary Public



STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 4 day of MARCH, 2011, before me, the undersigned officer, personally appeared John Gargas, who acknowledged himself to be the Manager of Skyview Estates, LLC and acknowledged that he, as such officer being authorized so to do, executed the same on behalf of said corporation for the purposes therein contained.

[Signature]
Justice of the Peace/
Notary Public
CIA L. LASSILA, Notary Public
My Commission Expires October 6, 2015

Exhibit "A"

Five certain tracts or parcels of land situated in Pelham, Hillsborough County, State of New Hampshire, and shown on the Pelham Tax Maps as Map 32, Lots 1-146, 1-146-1- 1-146-12, 1-146-13 and 1-146-17 in a Plan of Land entitled "Land Transfer and Subdivision Plan". Said parcels containing 95 acres, more or less, which are to be subdivided into 64 single family buildable lots.

Exhibit "B"

See Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations on www.pennichuck.com

Exhibit "C"

Exceptions: None.

S:\QM\EXHIBITS\Pennichuck.Exhibit C.wpd

Exhibit "D"

USE AND ACCESS EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Skyview Estates, LLC, a New Hampshire Limited Liability Company, having a principal address at 21 Continental Boulevard, Merrimack, Hillsborough County, State of New Hampshire, 03054 (hereinafter called the "Grantor"), for consideration paid, Grants to Pennichuck East Utility, Inc., a New Hampshire Corporation having its principal place of business at 25 Manchester Street, Merrimack, Hillsborough County, State of New Hampshire 03054, and its successors and assigns forever (hereinafter called the "Grantee"), with WARRANTY COVENANTS, the perpetual and exclusive right and easement, more particularly described below, over, under and across a certain tract of land in the Town of Pelham, Hillsborough County, and State of New Hampshire, more particularly bounded and described as follows (the "Land"):

Five certain tracts or parcels of land, situated in Pelham, Hillsborough County, State of New Hampshire, and shown on the Pelham Tax Maps as Map 32, Lots 1-146, 1-146-1, 1-146-12, 1-146-13 and 1-146-17, on a Plan of Land entitled "Land Transfer and Subdivision Plan". Said parcels containing 95 acres, more or less, are to be subdivided into 64 single family buildable lots or 192 bedrooms.

The above-granted rights are more particularly described as:

The perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such pumping equipment, pumphouses, storage facilities and foundations and enclosures for the same, and such meters, meter horns, readout devices and other appurtenances as the Grantee may from time to time desire water distribution purposes, extending to and installed within the buildings or structures on the Land in order to provide water service thereto.

This conveyance shall include the right of access from, to and across said Land for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Land, provided that the said Land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, tress and other plant growth on the Land as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; the right to go upon the Land when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Land to provide service to buildings thereon.

The Grantor, for itself and its successors and assigns, covenants and agrees (i) that they will not erect or maintain, or permit to be erected or maintained, any permanent building or structure of any kind or nature upon the Land or plant or permit to be planted any trees, over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Land as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantor which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantor will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantee or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the Grantor will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

Grantee will not unreasonably withhold its consent to Grantor's request from time to time for changes in the location of said pipes or other equipment, provided that Grantor shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

IN WITNESS WHEREOF, John Gargasz has caused this Easement Deed to be executed in its name and behalf by Skyview Estates, LLC, its Manager, being hereunto duly authorized this 4th day of March, 2011.

Skyview Estates, LLC

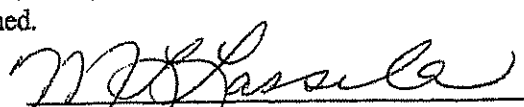
By: 

John Gargasz

Its: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ~~ROCKINGHAM~~ Hillsborough

On this the 4th day of MARCH, 2011, before me, the undersigned officer, personally appeared, John Gargasz, who acknowledged himself to be the Manager of Skyview Estates, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Notary Public/Justice of the Peace

My Commission Expires: _____

MARCIA L. LASSILA, Notary Public
My Commission Expires October 6, 2015

Exhibit "D"

USE AND ACCESS EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Skyview Estates, LLC, a New Hampshire Limited Liability Company, having a principal address at 21 Continental Boulevard, Merrimack, Hillsborough County, State of New Hampshire, 03054 (hereinafter called the "Grantor"), for consideration paid, Grants to **Pennichuck East Utility, Inc.**, a New Hampshire Corporation having its principal place of business at 25 Manchester Street, Merrimack, Hillsborough County, State of New Hampshire 03054, and its successors and assigns forever (hereinafter called the "Grantee"), with WARRANTY COVENANTS, the perpetual and exclusive right and easement, more particularly described below, over, under and across a certain tract of land in the Town of Pelham, Hillsborough County, and State of New Hampshire, more particularly bounded and described as follows (the "Land"):

Five certain tracts or parcels of land, situated in Pelham, Hillsborough County, State of New Hampshire, and shown on the Pelham Tax Maps as Map 32, Lots 1-146, 1-146-1, 1-146-12, 1-146-13 and 1-146-17, on a Plan of Land entitled "Land Transfer and Subdivision Plan". Said parcels containing 95 acres, more or less, are to be subdivided into 64 single family buildable lots or 192 bedrooms.

The above-granted rights are more particularly described as:

The perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such pumping equipment, pumphouses, storage facilities and foundations and enclosures for the same, and such meters, meter horns, readout devices and other appurtenances as the Grantee may from time to time desire water distribution purposes, extending to and installed within the buildings or structures on the Land in order to provide water service thereto.

This conveyance shall include the right of access from, to and across said Land for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Land, provided that the said Land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, tress and other plant growth on the Land as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; the right to go upon the Land when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Land to provide service to buildings thereon.

The Grantor, for itself and its successors and assigns, covenants and agrees (i) that they will not erect or maintain, or permit to be erected or maintained, any permanent building or structure of any kind or nature upon the Land or plant or permit to be planted any trees, over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Land as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantor which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantor will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantee or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the Grantor will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

Grantee will not unreasonably withhold its consent to Grantor's request from time to time for changes in the location of said pipes or other equipment, provided that Grantor shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

IN WITNESS WHEREOF, John Gargasz has caused this Easement Deed to be executed in its name and behalf by Skyview Estates, LLC, its Manager, being hereunto duly authorized this 4th day of March, 2011.

Skyview Estates, LLC

By: 

John Gargasz

Its: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ~~ROCKINGHAM~~ Hillsborough

On this the 4th day of MARCH, 2011, before me, the undersigned officer, personally appeared, John Gargasz, who acknowledged himself to be the Manager of Skyview Estates, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Notary Public/Justice of the Peace

My Commission Expires: _____

MARCIA L. LASSILA, Notary Public
My Commission Expires October 6, 2015



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



November 22, 2010

Via email

BRUCE LEWIS, P.E.
LEWIS ENGINEERING, PLLC
44 STARK LANE
LITCHFIELD NH 03052
Lewis.h2o@comcast.net

Subject: DR 995125 – CWS PELHAM, SKYVIEW ESTATES
NEW WATER SYSTEM AND TREATMENT APPROVAL

Dear Bruce:

Our department has reviewed and hereby approves the design updates for the referenced new community water system (CWS) located on Spaulding Hill Road, Pelham NH, per your submittals received Sep 7 to Oct 21, 2010. This approval supersedes our approval of the former "Spaulding Hill CWS" issued Oct 23, 2006. The new water system characteristics and conditions of approval are provided below:

Well Sources	001 BRW 1 100' South of Pumphouse – 25 gpm 002 BRW 2 50' West of Pumphouse – 15 gpm Sanitary Protective Area = 200 ft radius each well source
Design Flow and Permitted Production Volume (PPV)	40 gpm maximum pumping rate for treatment loading 57,600 gpd PPV total for all sources 28,800 gpd design flow domestic service for up to 64 single family residences, 192 total bedrooms, and 150 gal/BR, NO IRRIGATION
Treatment Description	1. Pre-chlorination – Sentry I® Pellet Chlorinator each well head (Better Water Industries, Tyler, MN) or equivalent. 2. Sediment filter – 20 micron x 20-inch Big Blue® cartridges each well source (Pentek Filtration Inc., Sheboygan WI) 3. Arsenic Adsorption – 2 x 36"x 76" vessels in series, 21 CF LayneRT® media per vessel, 3.9 min EBCT and projected 2.6 million gal bedlife per vessel (16,550 BV), by R.E. Prescott Co., Exeter NH 4. Uranium Adsorption - 2 x 24"x 72" vessels valved for operation in series OR in parallel, 10 CF Dowex™ 1 strong base anion resin per vessel, 1.9 min EBCT and projected 5.1 million gal bedlife per vessel (69,000 BV), by R.E. Prescott Co., Exeter NH 5. Radon Aeration – twin Commercial Bubble-Up™ units in parallel by R.E. Prescott Co., Exeter NH
Discharge Registration	Received Sep 8, 2010, for quarterly filter bed-fluffing / rinsing only. NO discharge of regulated contaminants. Representative backwash samples shall be submitted upon system startup (approval condition #13 below).
Atmospheric Storage	60,000 gallons total storage (2 x 30,000 gal buried concrete tanks), for domestic and fire flows, with capped filler pipe for emergency deliveries.
Compliance Sampling	Quarterly arsenic, uranium and chlorine residuals for the life of the treatment systems, in addition to all standard compliance sampling per the system Master Sampling Schedule at www.des.nh.gov/OneStop.htm upon approval for startup. Triennial sampling for chlorination byproducts in the 3 rd calendar quarter will also be required.

www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 Fax: (603) 271-5171 TDD Access: Relay NH 1-800-735-2964

11/24/10 Skyview - 2010.006


DR 995125
CWS PELHAM, SKYVIEW ESTATES
November 22, 2010
Page 2 of 2

This approval is subject to:

1. DES site inspection prior to water system startup with area Surveyor Mary Clairmont, 603-271-6603.
2. DES background radiation survey prior to or concurrent with system startup, with Source Water Program Manager Brandon Kern, P.G., 603-271-0660. DES will also perform periodic radiation survey updates as part of regular monitoring of radionuclides' drinking water treatment facilities in NH.
- 3. Submittal of a Water System Business Plan per Env-Dw 602 *Capacity Assurance for New Water Systems*, including a water rate structure which encourages conservation per Env-Wq 2101 *Water Conservation*.
- 4. Submittal of a Water System Emergency Plan per Env-Ws 360.14 *Emergency Plans for CWS*.
5. Contract of a Primary Operator with a minimum Grade 1 certification for system treatment and distribution operations.
6. Installation of dedicated source water meters and raw source sampling taps (ability to sample prior to chlorination), as well as sampling taps following each treatment component and post atmospheric storage for system evaluation and compliance sampling.
7. Installation and maintenance of residential service meters per Env-Wq 2101 *Water Conservation Rules*.
8. Installation of a capped filler pipe to the atmospheric storage tanks to accommodate emergency tank truck water deliveries, when necessary.
9. Pressure testing, disinfection and flushing of all new equipment and piping in accordance with AWWA standards prior to system startup.
10. Registration and quarterly water use reporting in accordance with Env-Wq 2102, for uses averaging 20,000 gpd or more, within 30 days of system startup. Registration forms and instructions are posted at www.des.nh.gov, A to Z topics, Water Use Registration and Reporting.
11. Submittal of electronic and hardcopies of final Record Drawings to this department, and maintenance of copies on file by the water system owner.
12. Preparation of a final O&M Manual and maintenance of copy on file by the water system owner. Water system copies of the O&M manual and Record Drawings shall be available for review during DES site inspections, when requested.
13. Submittal of representative backwash samples for arsenic and uranium within 6 months of system startup, per UIC Floor Drain Discharge Registration for non-domestic discharges, site # 200410261.
14. Final disposal of spent arsenic filter media per Env-Sw 903 *Contaminated Soils and Media*, including submittal of a one-time sample for the Toxicity Characteristic Leaching Procedure (TCLP) for arsenic.
15. Transport and disposal of spent uranium resin at a permitted out-of-state disposal facility by a licensed disposal contractor.
16. Compliance with all construction requirements per Env-Ws 372 *Design Standards for Small Community Public Water Systems*.

Please contact me at 603-271-3108 or Cynthia.Klevens@des.nh.gov for any questions regarding this letter.

Very truly yours,



Cynthia M. Klevens, PE
Small Systems Engineering & Technical Assistance
Drinking Water and Groundwater Bureau

cc. J. Gargas, Skyview Estates, jgargas@yahoo.com
P. Zohdi, Edward N. Herbert Associates, ENHINC@comcast.net
D. Ware, P.E., Pennichuck Water Works, donald.ware@PENNICHUCK.com
M. Clairmont, D.Morgan, B.Kern, D.Bennett - NHDES DWGB

Exhibit "F"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Skyview Estates, LLC, a New Hampshire limited liability company, having a business address of 21 Continental Boulevard, Merrimack, Hillsborough County, State of New Hampshire, 03054 (hereinafter "Seller"), for consideration paid, receipt of which is hereby acknowledged, hereby sells, assigns and conveys unto Pennichuck East Utility, Inc., a New Hampshire Corporation having its principal place of business at 25 Manchester Street, Merrimack, Hillsborough County, State of New Hampshire 03054 (hereinafter "Purchaser") and its successors and assigns, certain equipment constituting a water distribution system consisting inter alia of, and not limited to, a pump station, pumping equipment, franchise rights, storage tanks, pipelines from main to end, all fittings, valves, release valves, hydrants, valve boxes, service boxes, electronics, thrust blocks, backfill materials, road restoration materials and any other appurtenances and equipment required to install the proposed pump station and water main extension as well as any other related equipment (hereinafter "Equipment").

TO HAVE AND TO HOLD the Equipment, to the Purchaser and its successors and assigns, to their use and benefit. And, the Seller, for itself and its successors and assigns, that at the time of the delivery hereof it is the lawful owner of the Equipment, and is possessed thereof in its own right and full power and lawful authority to sell and convey the same in the manner aforesaid; and that said property is free and clear of all and every encumbrance whatsoever.

And, the Seller, for itself and its successors and assigns, shall and will warrant and defend the same to the Purchaser and its successors and assigns against the lawful claims and demands of any and all person or persons whomsoever.

And, the Seller has put the Purchaser in possession of the Equipment by delivering to it this Bill of Sale.

Seller will, from time to time, execute and deliver such further instruments of conveyance and transfer and take such other action as may be reasonable requested by Purchaser to vest in Purchaser all of Seller's right, title and interest in and to the Equipment.

IN WITNESS WHEREOF, Skyview Estates, LLC has caused this Bill of Sale to be executed in its name and behalf by John Gargas, its Manager, being hereunto duly authorized this _____ day of _____, 2011.

Skyview Estates, LLC

By: [Signature]
John Gargas

Its: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ~~ROCKINGHAM~~ Hillsborough

On this the 4th day of MARCH, 2011, before me, the undersigned officer, personally appeared, John Gargas, who acknowledged himself to be the Manager of Skyview Estates, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: _____

MARCIA L. LASSILA, Notary Public
My Commission Expires October 6, 2015



PENNICHUCK

PENNICHUCK EAST UTILITY, INC.

25 Manchester St.
Merrimack, N.H. 03054
(603)882-5191

MAIN EXTENSION AGREEMENT CONSTRUCTION BY CUSTOMER

By and Between:

Pennichuck East Utility, Inc. hereinafter referred to as "PENNICHUCK" with an address of 25 Manchester St Merrimack, NH. and Skyview Estates LLC. with an address of 21 Continental Blvd Merrimack, NH 03054 hereinafter referred to as the "CUSTOMER".

The CUSTOMER is present owner/developer of the property identified as

SKYVIEW ESTATES

Phase I
Pelham, NH.

The CUSTOMER hereby petitions PENNICHUCK for an extension of PENNICHUCK'S facilities to supply domestic service to the above mentioned property. Therefore, for valuable consideration, the parties agree as follows:

1. The Project. The CUSTOMER shall furnish and install:
 - a. Approximately 1,280' of 6" CL52 DI pipe and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Majestic Avenue (from the intersection of Spaulding Hill Road to Aspen Drive) and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format, Version 2011 or earlier. In accordance with the Tariff, the size and type of the materials used in the Project shall be purchased by the CUSTOMER and approved by PENNICHUCK prior to commencing construction.

- b. Approximately 3,923' of 6" CL52 DI pipe and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Aspen Drive and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format. In accordance with the Tariff, the size and type of the materials used in the Project shall be purchased by the CUSTOMER and approved by PENNICHUCK prior to commencing construction.
 - c. Approximately 125' of 6" CL52 DI pipe and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Private Drive (from proposed Pump station to Aspen Drive @ station 25+25.) and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format. In accordance with the Tariff, the size and type of the materials used in the Project
 - d. Approximately 2- 2" HDPE pipe each approximately 715 feet and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Private Drive (from proposed Pump station to Aspen Drive then along Aspen DR to the proposed Whistler Dr.) and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format. In accordance with the Tariff, the size and type of the materials used in the Project
2. Project Within Highway or Street. Any portion of the Project which is installed within a proposed public highway or street and within the City/Town of Litchfield, NH. shall, upon acceptance by PENNICHUCK, be the property of PENNICHUCK to operate and maintain.
3. Project on Private Property. If any portion of the Project is to be constructed or installed on private property, **whether or not such private property may subsequently be accepted as a public highway**, PENNICHUCK shall require an easement from the property owner, free and clear of all encumbrances and in form satisfactory to PENNICHUCK conveying rights to operate, maintain, repair and replace the Project and rights of access thereto. **Pennichuck must be in receipt of the required easements prior to allowing service from the water main extenslon installed under this agreement.**

4. Engineering, Inspection and As-Built Fee. In accordance with the Tariff, the CUSTOMER shall deposit \$15,984 for engineering, inspection and As-Building of the Project. The deposit shall be made prior to the scheduled start of construction. The deposit shall be adjusted to the final engineering and inspection costs associated with the water main installation.

5. Compliance With Specifications and Standards. The Project will comply with the plan set forth in Exhibit A and the specifications and standards set forth in the Company's "Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack & Litchfield N.H.)," and with the specifications and standards of PUC 606.01-02. PENNICHUCK shall be the final judge as to whether or not the Project complies and is acceptable.

6. Maintenance Bond. The CUSTOMER shall, with the completion of each phase of construction, post with PENNICHUCK a Maintenance Bond in the amount of \$5,000 to cover defects in materials and workmanship for a period of one (1) year after their installation.

7. PENNICHUCK Investment in Project. PENNICHUCK agrees to invest in the Project, by crediting or refunding to the CUSTOMER, as follows:

a. For each customer served by the Project within five (5) years from the time that service is commenced to the CUSTOMER by PENNICHUCK'S acceptance of the water main extension, PENNICHUCK will invest an amount equal to the estimated annual revenue from each such customer.

Indemnification by CUSTOMER. CUSTOMER agrees that all persons furnished by CUSTOMER who perform services in connection with the Project shall be considered CUSTOMER'S employees or agents and that the CUSTOMER shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

The CUSTOMER hereby agrees to protect, defend, indemnify and hold PENNICHUCK and its employees, agents, officers and directors free and harmless from any and all claims of any kind including, but not limited to, judgments, penalties, interest, court costs, legal fees and any expenses incurred by PENNICHUCK arising in favor of any party, including employees of PENNICHUCK, involving claims, liens, debts, personal injuries, death or damages to property (including property of PENNICHUCK) occurring or in any way incident to, in connection with or arising directly or indirectly out of, this Agreement or the Project. This indemnification does not include any actions arising from the negligence of Pennichuck, its employees, agents, officers and directors. Pennichuck agrees to promptly notify the Customer of any claim against Pennichuck and the Customer shall have the right to defend any claim.

8. Insurance Requirements. The CUSTOMER agrees to maintain in full force and effect:

- Insurance similar to that required of CUSTOMER shall be provided by or on behalf of all subcontractors to cover their operations performed under this agreement. CUSTOMER shall be held responsible for any modifications in these insurance requirements as they apply to subcontractors. CUSTOMER agrees to furnish certificates of the above mentioned insurance to PENNICHUCK within fourteen (14) days from the date of this Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall state that in the event of cancellation or material change, written notice shall be given to Pennichuck Water Works, Inc., 25 Manchester St, Merrimack, New Hampshire 03054 at least thirty (30) days in advance of such cancellation or change.

- 4

IN WITNESS WHEREOF, the parties hereto have set their hands on this
7th day of March, 2011

PENNICHUCK EAST UTILITY, INC.

[Signature]
Witness

By: Donald A. Ware
Pennichuck East Utility, Inc.
its President

[Signature]
Witness

SKYVIEW ESTATES, LLC
By: [Signature]
Skyview Estates, LLC
its Manager, John Gargasz



PENNICHUCK

PENNICHUCK EAST UTILITY, INC.

25 Manchester St.
Merrimack, N.H. 03054
(603)882-5191

MAIN EXTENSION AGREEMENT CONSTRUCTION BY CUSTOMER

By and Between:

Pennichuck East Utility, Inc. hereinafter referred to as "PENNICHUCK" with an address of 25 Manchester St Merrimack, NH. and Skyview Estates LLC. with an address of 21 Continental Blvd Merrimack, NH 03054 hereinafter referred to as the "CUSTOMER".

The CUSTOMER is present owner/developer of the property identified as

SKYVIEW ESTATES

Phase II
Pelham, NH.

The CUSTOMER hereby petitions PENNICHUCK for an extension of PENNICHUCK'S facilities to supply domestic service to the above mentioned property. Therefore, for valuable consideration, the parties agree as follows:

1. The Project. The CUSTOMER shall furnish and install:
 - a. Approximately 1,147' of 6" CL52 DI pipe and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Vail Drive (from the Aspen Drive to Snowbird Drive) and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format, Version 2011 or earlier. In accordance with the Tariff, the size and type of the materials used in the Project shall be purchased by the CUSTOMER and approved by PENNICHUCK prior to commencing construction.

- b. Approximately 597' of 6" CL52 DI pipe and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Sugar Hill Drive and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format. In accordance with the Tariff, the size and type of the materials used in the Project shall be purchased by the CUSTOMER and approved by PENNICHUCK prior to commencing construction.
 - c. Approximately 1930' of 6" CL52 DI pipe and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Snowbird Drive (from Vail Drive to the end of the Cul-de-Sac.) and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format. In accordance with the Tariff, the size and type of the materials used in the Project
 - d. Approximately 516' of 6" CL52 DI pipe and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Whistler Drive (Aspen Drive to the end of Whistler Drive) and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format. In accordance with the Tariff, the size and type of the materials used in the Project
 - e. Approximately 2- 2" HDPE pipe each approximately 1200 feet and other equipment and appurtenances all as describe in, and in accordance with the plan submitted by the CUSTOMER as approved by PENNICHUCK along Whistler Drive (Aspen Drive to the end of Whistler Drive) and as attached as Exhibit A (the "Project"). The CUSTOMER agrees to supply PENNICHUCK with a copy of said plan on diskette in AutoCad format. In accordance with the Tariff, the size and type of the materials used in the Project
2. Project Within Highway or Street. Any portion of the Project which is installed within a proposed public highway or street and within the City/Town of Litchfield, NH. shall, upon acceptance by PENNICHUCK, be the property of PENNICHUCK to operate and maintain.

3. Project on Private Property. If any portion of the Project is to be constructed or installed on private property, **whether or not such private property may subsequently be accepted as a public highway**, PENNICHUCK shall require an easement from the property owner, free and clear of all encumbrances and in form satisfactory to PENNICHUCK conveying rights to operate, maintain, repair and replace the Project and rights of access thereto. **Pennichuck must be in receipt of the required easements prior to allowing service from the water main extension installed under this agreement.**

4. Engineering, Inspection and As-Built Fee. In accordance with the Tariff, the CUSTOMER shall deposit **\$12,570** for engineering, inspection and As-Building of the Project. The deposit shall be made prior to the scheduled start of construction. The deposit shall be adjusted to the final engineering and inspection costs associated with the water main installation and the approved tariff fee in effect at the time that the Phase II main extension agreement is signed.

5. Compliance With Specifications and Standards. The Project will comply with the plan set forth in Exhibit A and the specifications and standards set forth in the Company's "Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack & Litchfield N.H.)," and with the specifications and standards of PUC 606.01-02. PENNICHUCK shall be the final judge as to whether or not the Project complies and is acceptable.

6. Maintenance Bond. The CUSTOMER shall, with the completion of each phase of construction, post with PENNICHUCK a Maintenance Bond in the amount of \$5,000 to cover defects in materials and workmanship for a period of one (1) year after their installation.

7. PENNICHUCK Investment in Project. PENNICHUCK agrees to invest in the Project, by crediting or refunding to the CUSTOMER, as follows:

a. For each customer served by the Project within five (5) years from the time that service is commenced to the CUSTOMER by PENNICHUCK'S acceptance of the water main extension, PENNICHUCK will invest an amount equal to the estimated annual revenue from each such customer.

Indemnification by CUSTOMER. CUSTOMER agrees that all persons furnished by CUSTOMER who perform services in connection with the Project shall be considered CUSTOMER'S employees or agents and that the CUSTOMER shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

The CUSTOMER hereby agrees to protect, defend, indemnify and hold PENNICHUCK and its employees, agents, officers and directors free and harmless from any and all claims of any kind including, but not limited to, judgments, penalties, interest, court costs, legal fees and any expenses incurred by PENNICHUCK arising in favor of any party, including employees of PENNICHUCK, involving claims, liens, debts, personal injuries, death or damages to property (including property of PENNICHUCK) occurring or in any way incident to, in connection with or arising directly or indirectly out of, this Agreement or the Project. This indemnification does not include any actions arising from the negligence of Pennichuck, its employees, agents, officers and directors. Pennichuck agrees to promptly notify the Customer of any claim against Pennichuck and the Customer shall have the right to defend any claim.

The CUSTOMER agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demands, or suits at CUSTOMER'S expense. The CUSTOMER also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

8. Insurance Requirements. The CUSTOMER agrees to maintain in full force and effect:

- A. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage with respect to the Project and the agreements contained herein. The minimum limits of liability carried on such insurance for personal injury and property damage liability shall be \$4,000,000 each occurrence, and, where applicable, in the aggregate annual coverage of \$4,000,000.
- B. Automobile Liability Insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$500,000 each accident, combined single limit for bodily injury and property damage.
- C. Worker's Compensation insurance providing statutory coverage and including employer's liability insurance with limits of liability of at least \$500,000 for each accidental injury and, with respect to bodily injury by disease, \$500,000 each employee and \$500,000 per policy year.

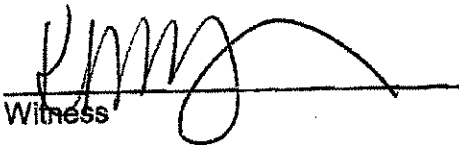
- D. X, C, U, Hazards covering collapse of buildings, blasting and damage to underground property.


Insurance similar to that required of CUSTOMER shall be provided by or on behalf of all subcontractors to cover their operations performed under this agreement. CUSTOMER shall be held responsible for any modifications in these insurance requirements as they apply to subcontractors. CUSTOMER agrees to furnish certificates of the above mentioned insurance to PENNICHUCK within fourteen (14) days from the date of this Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall state that in the event of cancellation or material change, written notice shall be given to Pennichuck Water Works, Inc., 25 Manchester St, Merrimack, New Hampshire 03054 at least thirty (30) days in advance of such cancellation or change.

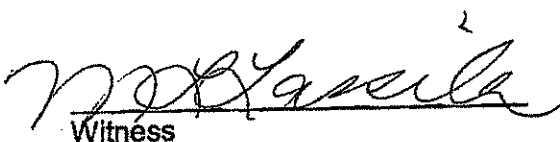
- E. The CUSTOMER agrees that the CUSTOMER shall not claim that any insurance policies owned by PENNICHUCK provide excess coverage to CUSTOMER.

IN WITNESS WHEREOF, the parties hereto have set their hands on this
7th day of March, 2011

PENNICHUCK EAST UTILITY, INC.


Witness

By: 
Pennichuck East Utility, Inc.
its President


Witness

SKYVIEW ESTATES, LLC

By: 
Skyview Estates, LLC

its Manager, John Gargasz

Exhibit "H"

Skyview Estates - CWS Standards of Construction

1. Develop wells with a NHDES approved capacity of at least 40 gpm in a minimum of 2 wells for service to a total of 64 homes. The wells shall be capable of producing at least 14 gpm continuously over a period of 120 hours with a projected 180 drawdown not to exceed a projection of 400'. The well pump in Well #1 shall be set at a minimum depth of 550'. The well pump in Well #2 shall be set at a depth of 475'.
2. Provide each well with stilling tube of constructed of 1-1/2" flush joint PVC or approved equal.
3. Construct a 60,000-gallon of storage in two 30,000 gallon concrete storage tanks on grade at the pump house. Each reservoir shall be provided with separate drain, fill and discharge lines. Each tank shall be provided with 24" diameter Pamtight Cover (manf. By Certainteed). The grade on the tanks shall be away from the covers at a negative pitch of at least 1/4" per foot.
4. Install treatment for radon, uranium and arsenic as specified in the October 2010 Design Package Update for Skyview Estates, LLC as prepared by Lewis Engineering, PLLC, attached as Exhibit "F".
5. Install an iron and/or manganese filtration system should the well water have iron or manganese levels that exceed the EPA/NHWSEB secondary standards during the first year of operation.
6. Install a hardness removal system to reduce hardness levels below 60 mg/L as calcium hardness if the raw water hardness levels exceed 100 mg/L as calcium hardness during the first year of operation.

7. Construct a pumping station meeting PWW specifications and as specified in the October 2010 Design Package Update for Skyview Estates, LLC as prepared by Lewis Engineering, PLLC, attached as Exhibit "F". In addition and/or for clarification purposes the station shall be outfitted as follows:

a. Electrical and Controls

- i. 400 Amp, 230 V, single phase service entrance.
- ii. Well starters and controls. Wells will be controlled with the following Allen-Bradley equipment:
 1. 5/03 Processor, Model #1747 L1531
 2. Analog Input Module #1746 NI8
 3. Analog Output Module #1746 NO4I
 4. Digital Input Module #1746 IB16
 5. Digital Input Module #1746 OW16
- iii. The station shall be provided with phone service.
- iii. The station will be provided with a 100 kW, 240/120 Volt, propane fired genset with an automatic transfer switch. The genset will be air cooled and located in side the pump station. Provide the pump station with adequate ventilation to operate and cool the genset.
- iv. Install a pressure sensor on the discharge side of the pumps capable of producing a 4-20 mA signal.
- v. Install a pressure sensor on the suction header capable of producing a 4-20 mA signal over a range of water depth of 0 to 12'.

- vi. Install smoke and intrusion alarms at the station. The alarms will be tied into the PLC to create an alarm on the SCADA system.
- iv. Program the station PLC to operate in accordance with PWW standards for a CWS station.
- v. Provide a station low temperature alarm that is triggered via an adjustable thermostat. The alarm shall be connected into the PLC.
- vi. Lighting to be twin tube moisture resistant fluorescent lighting with dust covers. Provide sufficient lighting to adequately light the interior of the booster station.
- vii. Provide Duplex courtesy outlets with GFI protection, a minimum of one outlet per wall on the inside of the station.

b. Pumps

- i. The station shall be provided with three variable frequency driven pumps each capable of 75 gpm at an operational pressure of 190' TDH each. These pumps will be controlled through the Allen-Bradley equipment listed in b. above. The pumps shall be called to start/stop based on flow out of the station and system pressure. If flow from the station is lost than pressure shall operate the pump start and stops.
- ii. The station will be provided with two variable frequency driven 250 gpm fire/irrigation pumps capable of an operational pressure of 190' TDH. This will provide for a fire protection capability of a minimum of 500 gpm at the most remote hydrant at a residual of 20 psi. These pumps will be controlled through the Allen-Bradley equipment listed in b. above. The pumps shall be called to start/stop based on flow out of the station. If flow from the station is lost than pressure shall operate the pump start and stops.
- iii. Pumps to be provided with running time meters. The meters shall register in hours and tenths of hours up to 99999.9 hours.
- iv. Pumps shall be of cast iron and bronze construction per Appendix 1 - Pump materials of construction or as approved by Pennichuck.

- v. Pumps shall be equipped with mechanical shaft seals and bronze wear rings. Shaft seals shall be of the face type with Ni-resist stationary seat, carbon sealing washer, Buna rubber flexible members, stainless steel metal parts and stainless steel spring.
- viii. Provide Pumps with taps on the suction and discharge side of each pump. Provide each tap with 1/4" brass nipples and brass/stainless steel ball valves. The ball valves shall be provided with a FIP outlet.
- ix. Provide the pumps with an 8" high concrete pad with a one inch chamfer on all edges.
- x. Each pump shall be supplied with a non-overloading, 460/230 volt, three phase, 60 HZ, premium efficiency motor (min. efficiency shall equal or exceed 90.0%), Inverter duty, ODP motor. The motor shall have a minimum service factor of 1.15. Motors shall be fitted with heavy lifting rings or eyes.

c. Site Work

- i. Provision of underground telephone service to the building.
- ii. Loam and seed completed building site.
- iii. Construct minimum 12' wide paved drive with 12" minimum of gravel from Skyview Drive to the Booster Station.
- iv. Install 6" underdrain around concrete reservoirs and periphery of building and discharge to daylight.
- v. Backfill inside of building with compacted sand and level for slab.
- vi. Connect building floor drain into underdrain.
- vii. Place 6 mil poly barrier on sand under concrete slab.

d. Foundation

- i. Poured concrete. All concrete to be 3000 psi. Concrete for slab to contain fibermesh and be a minimum of 6" thick.
- ii. All concrete and all plain concrete block to receive two coats of a cementitious based waterproofing product such as "Thoroseal" or equal.

- iii. All concrete to have 1" of styrofoam attached to it with styrobond or equivalent product to at least 4' below finished grade. The styrofoam shall be covered above grade and to 12" below grade with a cementitious coating designed for covering styrofoam in order to protect its integrity.
- iv. Poured concrete for Reservoir walls shall to be 5000 psi, and water tight.

e. Superstructure

- i. The station will be constructed of poured in place concrete or wood framing. The wood framing shall be 2 x 6 studs on 16" centers with a pressure treated base plate and a double top plate. The studding shall be covered with 1/2" CDX plywood on the exterior and 1/2" AC plywood on the inside. The stud spaces shall be insulated with 6" unfaced fiberglass insulation. A 6-mil poly barrier shall be provided on the walls between the interior plywood and studding. All exposed concrete shall be covered with at least 2" of closed cell styrofoam insulation coated as detailed in para. d.iii. above.
- ii. The station will be shingled with 225# asphalt shingles rated for 25 years of service. The shingles shall be underlain by 15# felt paper. The first three feet of the roof shall be underlain by ice and water shield. Shingles must be nailed to the roof, no staples allowed. Provide 8" aluminum drip edge along all edges of the roof. Provide for continuous soffit and ridge vents.
- iii. The soffit and fascia shall be covered with aluminum or vinyl.
- iv. All exposed concrete and plywood shall be covered with vinyl siding.
- v. The roof shall be designed for an 80-psf snow load and shall be framed with 5/8" CDX plywood. Plywood clips are required between each rafter if the plywood span exceeds 16" between roof rafters. The roof rafters shall be attached to the building superstructure with hurricane clips.
- vi. Insulate roof with R-38 unfaced fiberglass.
- vii. Provide continuous proper vent from soffit to ridge.
- viii. Cover all fiberglass on the walls with 6 mil poly vapor barrier.

- ix. Ceiling to be 3/8" AC plywood.
- x. The station shall be provided with a six-foot wide by 6'8" high double leaf, steel insulated door. The door shall be mounted in a steel frame that is cast into the block wall as it is constructed. The Door and door frame shall be shipped with a factory coat of primer paint. Door to finish coated with one coat of epoxy paint. Hardware to be provided by Contractor, cylinder to be provided by Pennichuck Water Works. Provide door lock with dead bolt. Provide a locking pin on the right hand door. Provide a 6"x4"x1/2" steel lintel over the door. The lintel shall be primed and finish painted prior to installation.
- xi. All interior surfaces of the building to be coated with two coats of epoxy based paint.
- xii. Provide station with automatic ventilation system. Intake louver and fan to be powered on by high building temperature or through manual switch. Fan to be capable of producing a minimum of one air change per hour. The automatic operation of the louver shall be controlled through an adjustable thermostat. Louvers to be aluminum and all aluminum surfaces in contact with concrete with bitumastic prior to installation. The station will be heated with two thermostatically controlled propane unit heaters. Thermostatic control shall be via remote mounted thermostats with temperature ranges from 40 to 80 degree Fahrenheit.
- xiii. Provide station with propane or natural gas heat. Provide a minimum of two heaters in the station each with the capability to heat the station to 60 degree Fahrenheit when the outside temperature is -20 degree Fahrenheit.
- xiv. Key to PWW. PWW to provide lockset for station door.

e. Piping

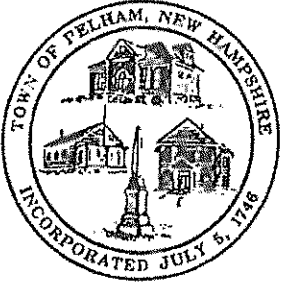
- i. All interior piping shall be either type "L" copper, brass or Class 52 cement lined ductile iron lined rated for a working pressure of 250 psi. Booster pump suction piping may be schedule 80 PVC.
- ii. Flanges shall drilled with the standard 125-pound template.
- iii. Velocities through the station piping shall not exceed 7 feet per second.
- iv. Velocities through the pump check valves shall not exceed 7 feet per second. The check valves shall be located on the discharge side of the pump and shall be Flomatic Series 78 flanged check valves or equivalent.
- v. All pumps to be provided with isolation valves on both the suction and discharge side of the pumps.
- vi. All piping shall be supported from the floor or ceiling of the pumping station and shall allow for the removal of the pumps without the need to support the piping.
- vii. Install a 6 turbine meter on the discharge side of the pumps. The meter shall produce a 4-20 mA signal and shall be used to control the pump operations in conjunction with station pressure. Provide a 2" bypass of the 6" turbine meter so that the 6" meter can be removed without shutting the booster station down.
- viii. Provide 1/2" sample tap of the discharge side of the pumps.
- ix. Provide 1/2" tap with ball valve and pressure gauge on the discharge side of the station. The pressure gauge shall be a minimum of 4" in diameter, it shall be oil filled and shall read from 0 to 150 psi in 2-pound increments.
- x. Provide 3/4" tap on discharge side of pumps with hose bib.

f. Chemical Feed

- i. Provide for two chemical feed systems to be paced to well water flows. Provide 35-gallon polyethylene storage tanks with paceable chemical feed pumps.
- ii. Install 1" meters on each of the incoming well lines. PWW to provide the meters with TriCon E heads. Wire meters into PLC analog in card. Use well flows to pace chlorine and corrosion control feed pumps.
- iii. Chemical Feed pumps to be LMI electronic metering pump with four-function valve. Pumps to be selected such that they will run at a minimum of 75% of full stroke and a minimum of 50% of speed at 66 gpm of well capacity.

g. Start Up

- i. Provide NHDES floor drain registration.
- ii. Provide Operating Manual for the station complete with manufacturer information on all major pieces of equipment.
- iii. Provide start up and training for all equipment.
- iv. Provide final station plans in ACAD Release 2011 (or earlier version).



TOWN OF PELHAM

Planning Department

6 Village Green
Pelham, NH 03076

Tel: (603) 635-7811
Fax: (603) 635-6954
Email: planning@pelhamweb.com

Mr. Donald Ware
President
Pennichuck Water Works, Inc.
PO Box 1947
25 Manchester Street
Merrimack, NH 03054-1947

April 12, 2011

**Subject: Skyview Estates Subdivision, Tax Map 32, Lots 1-146, 148 and 149
Spaulding Hill Development, LLC,**

Dear Mr. Ware,

The purpose of this letter is to describe the Town of Pelham's support for the petition sought by Pennichuck Water Works to supply water for both household needs and fire suppression to the subject subdivision. The project cannot meet the requirements set forth in the Pelham Planning Board's 2008 Notice of decision without the approval of this water franchise.

Please feel free to contact me should you have any questions at my direct number, 603-508-3084.

Sincerely,

Jeff Gowan
Planning Director

ABUTTERS LIST:

MAP 27

LOT#

2-65 EDWARD & BEVERLY CUTLER 1243-0478
P.O. BOX 731 GROTON, MA 01450-0731

MAP 32

LOT#

1-136-2 VINCE & JOYCE MACONI 6335-1281
6 SLAVIN DR. PELHAM, NH 03076
1-139 DENNIS & EILEEN MONTBLEAU 6050-1148
31 SPAULDING HILL RD. PELHAM, NH 03076
1-140 ARMAND & RITA MONTBLEAU 6649-816, 6008-1597
41 SPAULDING HILL RD. PELHAM, NH 03076
1-141 CHRISTOPHER & JAN DARGUE 7101-2207
35 SPAULDING HILL RD. PELHAM, NH 03076
1-142 ROGER MONTBLEAU 6656-1939, 8165-972
36 SPAULDING HILL RD. PELHAM, NH 03076
1-146-1 RITA MONTBLEAU REVOC. TRUST 5794-1573
1-143 41 SPAULDING HILL RD. PELHAM, NH 03076
1-144, 1-147 TOWN OF PELHAM 2710-0277
6 VILLAGE GREEN PELHAM, NH 03076
1-146 GARGASZ ENTERPRISES, LLC. 7991-2736
21 CONTINENTAL BLVD., MERRIMACK, NH 03054
1-148 SKYVIEW NH, LLC. 8164-1573
21 CONTINENTAL BLVD., MERRIMACK, NH 03054
1-150-3 BRIAN & JENNIFER COYLE 6445-1906
1 MARIE AVE., PELHAM, NH 03076
1-150-4 JUSTIN KEENAN 8093-0622
3 MARIE AVE., PELHAM, NH 03076
1-150-5 CHRISTOPHER & DIANA O'CONNOR 5294-1688
5 MARIE AVE., PELHAM, NH 03076
1-150-12 JEFFREY & TAMMY MACLEAN 5919/-286
7 MARIE AVE., PELHAM, NH 03076
1-150-13 MICHAEL & DEBORAH SOBY 5844-1740
9 MARIE AVE., PELHAM, NH 03076
1-150-14 JOHN & LAUREN CARADONNA 5879- 392
11 MARIE AVE., PELHAM, NH 03076
2-69-3 FRANCIS X. CRONIN
RR #5 YARMOUTH BOX 1740 NOVA SCOTIA, CD B5A4A9

MAP 33

LOT#

1-161 MERRIMACK VALLEY HOMES, INC. 6193-1923
118 HAMPTON ST. DRACUT, MA 01826
1-158-23 TIMOTHY & KAREN WALSH 6603-308
23 SCENIC VIEW DR. PELHAM, NH 03076
1-158-22 ROBERT FISCHER 7237-2975
21 SCENIC VIEW DR. PELHAM, NH 03076
1-158-20 JAMES & ROSEMARY FISCHER 5408-0768
19 SCENIC VIEW DR. PELHAM, NH 03076
1-158-19 JAMES & ANN BUNDOCK 6496-2754
20 SCENIC VIEW DR. PELHAM, NH 03076
1-158-18 LEE & JANETTE HUR 6971-1656
17 SCENIC VIEW DR. PELHAM, NH 03076
1-158-16 GREGORY H. BIRD 7969-1686
15 SCENIC VIEW DR. PELHAM, NH. 03076

MAP 38

LOT#

1-156 ELEANOR BURTON
83 SHERBURNE RD., PELHAM, NH 03076

ADDITIONAL PEOPLE TO NOTIFY:

WESLEY ASPINWALL, LLS.
EDWARD N. HERBERT ASSOC., INC.
1 FROST ROAD, WINDHAM, NH. 03087

MICHAEL GOSPODAREK, PE.
EDWARD N. HERBERT ASSOC., INC.
1 FROST ROAD, WINDHAM, NH. 03087

JAMES GOVE, CSS., CWS.
GOVE ENVIRONMENTAL SERVICES, INC.
8 CONTINENTAL DRIVE-UNIT H
EXETER, NH 03833-7507

PLAN REFERENCES:

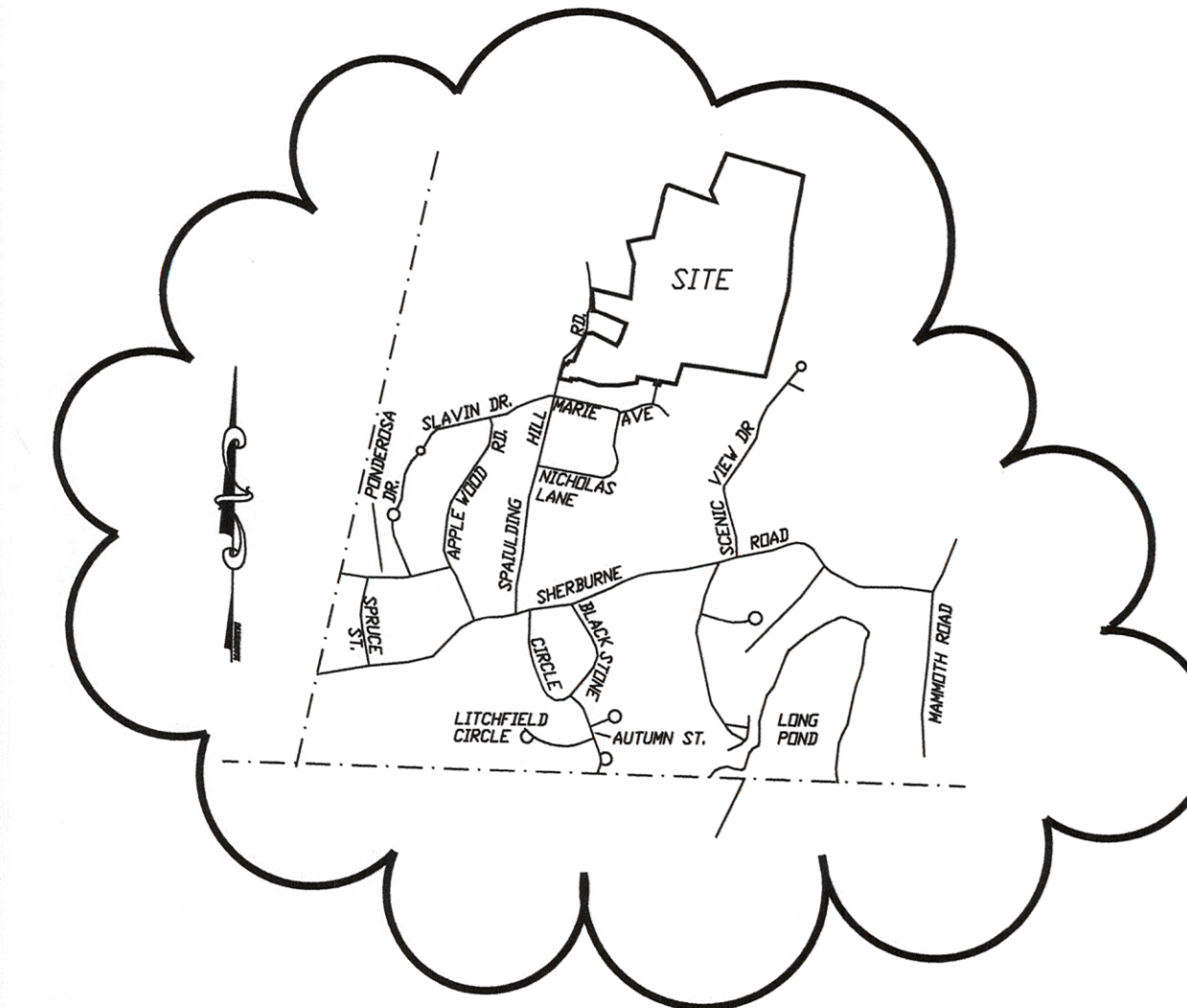
1) "SUBDIVISION PLAN" SPAULDING HILL ROAD, PELHAM, NH; DRAWN FOR: SAMUEL A. TAMPOSI, ET AL; SCALE: 1"=200'; DATED: APRIL, 1974; BY: ALLAN H. SWANSON INC.; RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS PLAN # 8731.
2) "SUBDIVISION OF LAND IN PELHAM, NH" DRAWN FOR: PAUL & KENNETH BERGERON, 54 MARSH RD. PELHAM, NH; SCALE: 1"=100'; DATED: MARCH, 1996; PREPARED BY: EDWARD N. HERBERT ASSOC., INC.; RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS PLAN # 28177.
3) "SUBDIVISION OF LAND IN PELHAM, NH" DRAWN FOR: SECOND GENERATION PROPERTIES LIMITED PARTNERSHIP, 20 TRAFALGAR SQUARE, SUITE 602, NASHUA, NH 03063; DATED: AUGUST, 1998; RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS PLAN # 30226.
4) SUBDIVISION PLAN, TAX MAP 32, LOTS 1-146, 1-148 & 1-149 IN PELHAM, NH. DRAWN FOR: SPAULDING HILL DEVELOPMENT, LLC. & ROGER MONTBLEAU. DATED: DECEMBER, 2005. BY: EDWARD N. HERBERT ASSOC., INC., RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS PLAN #36164.

SHEET C1 COVER SHEET
SHEETS F1-F6 FINAL PLANS
SHEETS E1-E6 EXISTING CONDITIONS & SOIL PLANS
SHEETS P1-P6 PROPOSED CONDITIONS PLANS
SHEETS RP1-RP9 ROAD PROFILES
SHEETS RL1-RL6 ROAD LAYOUT & UTILITY PLANS
SHEETS T1-T2 TEST INFORMATION
SHEETS D1-D4 CONSTRUCTION DETAILS
SHEETS X1-X10 CROSS SECTIONS

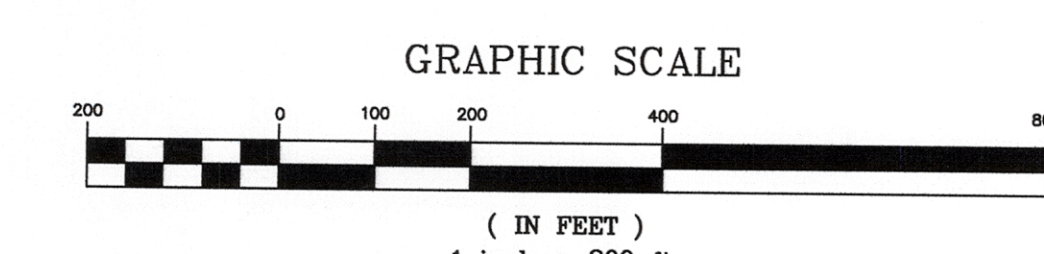
"SKYVIEW ESTATES"

PHASE II

SUBDIVISION IN PELHAM, NH



- NOTES:
- 1) THE PURPOSE OF THIS PLAN IS:
 - A) TRANSFER 61 SF & 18,479 SF FROM LOT 1-146-1 TO LOT 1-146-12
 - B) TRANSFER SF FROM LOT 1-146-12 TO LOT 1-146-1
 - C) SUBDIVIDE LOT 1-146 INTO 18 LOTS.
 - D) SUBDIVIDE LOT 1-146-1 INTO 3 LOTS
 - E) SUBDIVIDE LOT 1-146-12 INTO 5 LOTS
 - F) SUBDIVIDE LOT 1-146-13 INTO 3 LOTS
 - G) SUBDIVIDE LOT 1-146-17 INTO 4 LOTS
 - 2) N.H.D.E.S. APPROVAL:
 - 3) N.H.D.E.S. ALTERATION OF TERRAIN:
 - 4) INDIVIDUAL LOTS TO BE SERVICED BY SEPTIC SYSTEMS & COMMUNITY WATER SUPPLY.
 - 5) EACH LOT CONTAINS A MINIMUM 35,000 SF. OF CONTIGUOUS NON-WETLAND AREA.
 - 6) 50' FROM EDGE OF WETLAND IS WETLAND CONSERVATION DISTRICT (WCD).
 - 7) WETLAND CONSERVATION DISTRICT (WCD) IS A NO CUT ZONE.
 - 8) DEED REFERENCE: LOT 1-146 BK. 7991 PG. 2736
LOT 1-146-1 BK. 8165 PG. 972
 - 9) THIS PARCEL IS NOT WITHIN THE 100 YEAR FLOOD PLAIN F.I.R.M. 330100 PANEL 0678 D.
 - 10) WCD SIGNS SHALL BE INSTALLED, EVERY 50', ALONG THE DELINEATION OF THE WCD PRIOR TO ANY LOT CLEARING AND PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR STRUCTURES IN THE SUBDIVISION.
 - 11) ZONING REQUIREMENTS:
MINIMUM LOT SIZE = 43,560 SF. FOR SINGLE FAMILY LOTS
MINIMUM FRONTAGE = 200'
BUILDING SETBACKS = FRONT=30', SIDE & REAR=15'



COVER SHEET

REVISIONS:	
LAND TRANSFER & SUBDIVISION PLAN MAP 32 LOTS 1-146, 1-146-1, 1-146-12, 1-146-13 & 1-146-17 IN PELHAM, NH. DRAWN FOR: GARGASZ ENTERPRISES, LLC. 21 CONTINENTAL BLVD., MERRIMACK, NH 03054 AND ROGER MONTBLEAU 36 SPAULDING HILL RD., PELHAM, NH 03076 SCALE: 1"=200'	
FEBRUARY, 2011	
APPROVED by the PELHAM PLANNING BOARD	
CHAIRMAN	DATE:
Secretary	DATE:
DATE OF APPROVAL	
EDWARD N. HERBERT ASSOC., INC. LAND SURVEYING - CIVIL ENGINEERING 1 FROST ROAD WINDHAM, N.H. 03087 (603)432-2462	

OWNER SIGNATURE: GARGASZ ENTERPRISES, LLC. LOT 1-146
OWNER SIGNATURE: ROGER MONTBLEAU LOT 1-146-1

Allen- Fuller
40 Stark St.
2nd floor
Manchester, NH 03101

Carmela O. Caughlin

CORRECTIVE FORECLOSURE DEED UNDER POWER OF SALE

GARGASZ ENTERPRISES, LLC, a New Hampshire limited liability company, with an address of ~~24 Colburn Lane, Hollis, New Hampshire~~ 03049, and the current holder of a mortgage from CAMP AVE REALTY, LLC, HAWKVIEW ESTATES, LLC, SPAULDING HILL DEVELOPMENT, LLC, 83 DANIEL WEBSTER HIGHWAY, LLC, 325-329 MAIN STREET, LLC, ISNA ACQUISITION, LLC AND RIVERTON AVE, LLC to GARGASZ ENTERPRISES, LLC dated February 14, 2008 (the "Mortgage"), said Mortgage having been recorded in the Hillsborough County Registry of Deeds at Book 7949, Page 2400, by the power conferred by said Mortgage and every other power, for ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) paid, grants to SKYVIEW ESTATES, LLC., a New Hampshire limited liability company, with an address of 24 Colburn Lane, Hollis, New Hampshire 03049, a portion of the premises which is more particularly identified as "Tract IV" in the legal description of the said Mortgage, subject to all prior encumbrances.

The said premises is located on Spaulding Hill Road, Tax Map 32, Lot 1-146 and known as 40 Spaulding Hill Road, Town of Pelham, County of Hillsborough, State of New Hampshire.

This Corrective Foreclosure Deed Under Power of Sale is being recorded to correct the records and identify the actual premises for which the foreclosure was conducted and therefore conveyed to the Grantee being ONLY Tract IV of the Mortgage.

IN WITNESS WHEREOF, GARGASZ ENTERPRISES, LLC has caused this Deed to be signed this 16th day of July, 2010.



Witness

GARGASZ ENTERPRISES, LLC

By: 

Name: JOHN GARGASZ

Title: MANAGER

* 21 Continental Boulevard, Merrimack NH 03054

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 16th day of July, 2010, before me, the undersigned
notary public, personally appeared JOHN GARGASZ,
MANAGER of GARGASZ ENTERPRISES, LLC, a New Hampshire
limited liability company, who is personally known to be the
person whose name is signed on the preceding document, and
acknowledged to me that he/she signed it voluntarily for its
stated purpose as MANAGER of GARGASZ ENTERPRISES, LLC.

R. M. PARODI
Notary Public/~~Justice of the Peace~~
My Commission Expires: _____
Notary Seal:



AFFIDAVIT REQUIRED BY N.H. R.S.A. 479:26

I, John L. Allen, duly authorized attorney for **GARGASZ ENTERPRISES, LLC**, the grantor in the foregoing deed, on my oath say that the principal and interest secured by the Mortgage referred to in the foregoing deed were not paid or tendered or performed when due.

And I further on oath say that no person in interest was in the military service or entitled to relief under the Servicemens' Civil Relief Act of 2008 at the time of foreclosure or within three (3) months prior to said foreclosure.

And I further on oath say that no service of Petition to enjoin the sale was served on me or **GARGASZ ENTERPRISES, LLC**.

And I further on oath say that I caused to be published on October 5th, October 10th and October 19th, 2009 in the Pelham/Windham, a newspaper of general circulation in the Town of Pelham and the County of Hillsborough, a Notice of Foreclosure Sale, of which a true copy is attached hereto as Exhibit B.

And I further on oath say that I sent a copy of said Notice on the 25th day of September, 2009 by certified mail, return receipt requested, to:

Spaulding Hill Development, LLC
253 Main Street
Nashua, NH 03060

Hawkview Estates, LLC
253 Main Street
Nashua, NH 03060

Camp Ave, LLC
253 Main Street
Nashua, NH 03060

ISNA Acquisitions, LLC
253 Main Street
Nashua, NH 03060

Riverton Ave, LLC
253 Main Street
Nashua, NH 03060

83 Daniel Webster Highway, LLC
253 Main Street
Nashua, NH 03060

325-329 Main Street, LLC
253 Main Street
Nashua, NH 03060

Vatche Manoukian
253 Main Street
Nashua, NH 03060

Linda Haytayan
253 Main Street
Nashua, NH 03060

Edward N. Herbert Associates, Inc.
1 Frost Road
Windham, NH 03087

John R. Sarri
39 Library Street
Hudson, NH 03051

Bank of New England
Fna Southern New Hampshire Bank and Trust
31 Pelham Street, P.O. Box 29
Salem, NH 03079

Town of Pelham
Tax Collector's Office
6 Village Green
Pelham, NH 03076

All said notices were furnished to the above at their last known addresses at the required time prior to the sale as required by applicable New Hampshire law.

And I further on oath say that, pursuant to said Notice, I caused the sale to be adjourned on October 27, 2009 at the time and place appointed in the Notice by public announcement until December 15, 2009 at 11:00 AM and I further on oath say that on December 15, 2009 at the time and place previously announced, I adjourned the sale until January 27, 2010 at 11:00 AM and I further on oath say that on January 27, 2010 at the time and place previously announced, I adjourned the sale until February 11, 2010 at 11:00 AM, and then at the time and place therein appointed on February 11, 2010, I sold the mortgaged premises at public auction to the highest bidder, **SKYVIEW ESTATES, LLC**, for One Million and 00/100 Dollars (\$1,000,000.00), said auction having been conducted by a licensed auctioneer, James R. St. Jean Auctioneer, holder of New Hampshire auctioneer's license #2650.

The sale was held after the Bank was granted relief in the Mortgagor's bankruptcy case, 09-14115 in the U.S. Bankruptcy Court for the District of New Hampshire.

Subscribed and sworn to this 16th day of July, 2010.

John L. Allen, Esquire

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged, subscribed and sworn to before me this 16th day of July, 2010, by John L. Allen, Esquire, attorney for GARGASZ ENTERPRISES, LLC, as his free act and deed.

Robert M. Parodi
Notary Public/~~Justice of the Peace~~
Notary Seal:
My Commission Expires:



EXHIBIT A**NOTICE OF FORECLOSURE SALE**

Reference is made to a mortgage and security agreement given by Spaulding Hill Development, LLC, et al. with an address of 253 Main Street, Nashua, New Hampshire, 03060("the Mortgagor") to Gargas Enterprise, LLC, a New Hampshire limited liability company with an address of 24 Colburn Lane, Hollis, New Hampshire(the "Mortgagee"), such mortgage from the Mortgagor is dated February 14, 2008 and was recorded on February 18, 2009 in the Hillsborough County Registry of Deeds in Book 7949 Page 2400 ("the Mortgage").

By virtue of the Power of Sale contained in the Mortgage, the Mortgagee, in execution of the power of sale and for breach of the conditions of the Mortgage for nonpayment and other conditions broken, and for the purpose of foreclosing the same, will sell a portion of the premises encumbered by the mortgage at **PUBLIC AUCTION on October 27, 2009 at 11:00 a.m.**, local time, being the premises located on Spaulding Hill Road in the Town of Pelham, County of Hillsborough, State of New Hampshire being **ONLY** that portion of the premises encumbered by the Mortgage which is more particularly identified as "Tract IV" in the legal description attached to said Mortgage (the "Mortgaged Premises"). Tract IV is more particularly described in the Mortgage as being shown on the Town of Pelham's Tax Map as Tax Map 32, Lot 1-146 and further being shown on Plan no. 32527 recorded in the Hillsborough County Registry of Deeds, subject to those exceptions, agreements and the current use lien more particularly stated in the Mortgage to which Mortgage reference may be made for a more detailed description of Tract IV.

To the Mortgagor or any person claiming a lien on the Mortgaged Premises: **YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.** Failure to institute such petition and complete such service upon the Mortgagee, or its agent, conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to all liens and encumbrances entitled to precedence over the Mortgage including, but not limited to, a first mortgage held by the Mortgagee, all unpaid municipal taxes, sewer and or water charges and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof.

Terms of Sale: The sale shall be held on the Mortgaged Premises

located at 40 Spaulding Hill Road, Pelham, New Hampshire. To qualify to bid, bidders must place **Fifty Thousand Dollars (\$50,000.00)** on deposit with the attorney for the mortgagee in cash, pre-endorsed certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the auction sale. The deposit shall be waived in the case of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The balance of the purchase price must be paid in full by the successful bidder ("Purchaser") in cash or by certified check on or before the forty-fifth (45th) day after the sale, **TIME BEING OF THE ESSENCE**. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may, at its option, retain all the funds held on deposit in full as reasonable liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price. The successful bidder shall execute a memorandum purchase and sale agreement at the conclusion of the auction, failing which, the Mortgagee may (i) take title in its own name or the name of an affiliate; or (ii) offer the Mortgaged Premises to the second highest bidder. The Mortgagee reserves the right to extend the time of closing of the sale to a date not more than sixty (60) days after the date of sale. All real estate transfer taxes shall be paid by the successful bidder.

Exclusion of Warranties: Except for Warranties arising by operation of law, **THE SALE OF THE MORTGAGED PREMISES IS "AS-IS" AND WITH ALL FAULTS, LATENT OR PATENT SUBJECT TO ALL PRIOR ENCUMBRANCES**. The conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the Purchaser without any other expressed or implied representations or warranties whatsoever, including but not limited to representations regarding acreage, description of the Mortgage Premises, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title matters, availability of any utilities, occupancy, any matter relating to any structure on the Mortgaged Premises or any other matter. Purchaser shall be deemed to have expressly acknowledged by participation in the public auction that any warranty or representation other than those contained herein made by the attorney for the mortgagee, or other person, are without authority and that Purchaser has duly inspected the Mortgaged Premises, the title thereto, the occupancy thereof, and all other matters in connection with the purchase of the Mortgaged Premises by itself and by various experts as is reasonable and prudent. To the extent that the Mortgaged Premises and the conveyance hereunder include fixtures or other personalty, than all such items shall be conveyed "as-is" and "where-is". **MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY.** From and after the

conclusion of the auction, all risk of loss or damage to the Mortgaged Premises shall pass to, and be borne by, the successful bidder. The Mortgagee shall not be required to deliver to the successful bidder anything other than: (i) a statutory form foreclosure deed; (ii) an affidavit in the form required by NH RSA 479:26 and; (iii) a declaration of consideration as required by the New Hampshire Department of Revenue, at the closing.

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises; (4) waive reading this notice or any portion thereof at the foreclosure sale; (5) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the foreclosure sale. Such changes or amendments shall be binding on all bidders.

For further information regarding the Sale or Mortgaged Premises, contact John L. Allen, Esquire, Law Offices of John L. Allen & Associates, P.C., telephone number (603) 666-9966 or the office of James R. St. Jean Auctioneers at (603) 624-1818.

Dated this 25th day of September, 2009.

Gargas Enterprises, LLC

By its attorneys,

Law offices of John L.
Allen & Associates, PC

By: John L. Allen, Esquire
82 Palomino Lane
Suite 602
Bedford, NH 03110
(603) 666-9966

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS That I, Rita L. Montbleau, of Spaulding Hill Road, Pelham, County of Hillsborough, State of New Hampshire for consideration paid, do hereby grant unto Rita Montbleau, Trustee of the Rita Montbleau Revocable Trust of Spaulding Hill road, Pelham, County of Hillsborough and State of New Hampshire, with Quitclaim Covenants, the following described premises:

TRACT I

A certain tract or parcel of land situate in Pelham, County of Hillsborough, State of New Hampshire, on the westerly side of Spaulding Road, so-called, and bounded and described as follows:

Beginning at a point in the wall marked by the intersection of another wall one hundred ninety-two (192) feet northerly from the highway in said Pelham, sometimes called the Spaulding Road at land formerly of Mark Gould; and thence running northwesterly by the wall on said Gould land to any angle in the wall; thence, southwesterly by the wall and land of said Gould to line of Town of Hudson; thence by the Town line to land now or formerly of Burton, and the town line of Pelham to an angle in the wall; thence, continuing in the same direction by other land of the said Hill one hundred seventy-five (175) feet, more or less, to said highway; thence southerly by said highway to Popp's land, thence westerly by said Popp's land one hundred ninety-two (192) feet to the point of beginning.

TRACT II

A certain parcel of land situated on the westerly side of Spaulding Hill Road, Pelham, New Hampshire and shown as lot 1 on a Plan of Land entitled "Final Subdivision Plan of Land" owned by George J. Basbanes and Charles J. Zaroulis, prepared for Armand J. and Rita L. Montbleau, Pelham, New Hampshire, July 26, 1976, Amherst Survey Associates, Inc. to be recorded in Hillsborough County Registry of Deeds, and bounded and described as follows:

SOUTHEASTERLY by Spaulding Hill Road in four courses, 40.11 feet, 120.18 feet, 109.65 feet, and 30.07 feet

NORTHEASTERLY by lot 2 on said plan 400.00 feet

NORTHWESTERLY by said lot 2, 300.00 feet

SOUTHWESTERLY by land now or formerly of Gould in three courses, 17.22 feet, 118.51 feet, 77.54 feet, and

SOUTHWESTERLY again, by land now or formerly of Popp, 186.72 feet.

Containing 2.806 acres of land as shown on said plan;

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
***** THOUSAND * HUNDRED AND 40 DOLLARS	
03/10/1997 256335	\$ *****40.00
VOID IF ALTERED	

TRACT III

Lot 1-113 located on the southerly line of Sherborne Road, Pelham, County of Hillsborough and State of New Hampshire, as shown on a plan of land entitled "Subdivision of Land of Lot 1-113 in Pelham, New Hampshire owned by Joseph A. DeCarolis, Castle Hill Road, Windham, New Hampshire 03087 scale 1" = 50'" said plan prepared by Edward N. Herbert Associates, Inc., and recorded in the Hillsborough County Registry of Deeds.

TRACT IV

A certain tract or parcel of land with the buildings thereon situate in Pelham, County of Hillsborough and State of New Hampshire, and being a portion of the Malcolm C. & Dorothy A. Popp subdivision so-called, known as Parcel No. 1 as shown on a plan entitled "Subdivision Plan of Land belonging to Malcolm C. & Dorothy A. Popp, dated 4/8/71, Scale 1" = 40'" said Plan found at the Pelham, New Hampshire Town Hall and being more particularly bounded and described as follows:

Beginning at the southwest corner of the premises on the easterly side of Spaulding Hill Road thence;

- (1) Northerly by the easterly line of Spaulding Hill Road a distance of 266.10 feet to a drill hole set;
- (2) Thence turning and running S 68° 12' 06" E along a stone wall a distance of 43.68 feet to a drill hole set;
- (3) Thence running S 50° 30' 03" E along a stone wall a distance of 344.38 feet to a drill hole set;
- (4) Thence turning and running S 37° 01' 00" W along a stone wall a distance of 194.08 feet to a drill hole set;
- (5) Thence running S 47° 22' 45" W along a stone wall a distance of 63.29 feet to a drill hole set;
- (6) Thence turning and running N 49° 17' 22" W along a stone wall a distance of 131.03 feet to a drill hole set;
- (7) Thence running N 43° 58' 58" W along a stone wall a distance of 143.89 feet to a drill hole set;
- (8) Thence turning and running N 80° 31' 17" a distance of 62.80 feet to the point of beginning.

Said parcel, according to the plan, contains 2.1 acres, more or less.

It is the intent of the withing Grantor to describe and convey all of the real estate owned by her located in Pelham, County of Hillsborough and State of New Hampshire.

IN WITNESS WHEREOF, I have hereunto set my hand this 5 day of ^{March}~~February~~, 1997.

Paul De Carolis
Witness

Rita L. Montbleau
Rita L. Montbleau

BK5794PG1574

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 5 day of ~~February~~ ^{March}, 1997, before me, personally appeared Rita L. Montbleau, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

Before me, Paul De Condo
Justice of the Peace/Notary Public

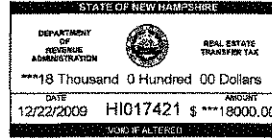
F:\PUBLIC\1980-89\89-716\QD.001

BK5794PG1575

Camela O. Coughlin



163
Sweeney



DEED OF WARRANTY

KNOW ALL MEN BY THESE PRESENTS THAT:

I, ROGER J. MONTBLEAU, A/K/A ROGER MONTBLEAU, being single, of Pelham, Hillsborough County, State of New Hampshire, 03076, for consideration paid, GRANT to Skyview NH, LLC, a New Hampshire Limited Liability Company, of 24 Colburn Lane, Hollis, Hillsborough County, State of New Hampshire, 03049, with WARRANTY COVENANTS, the following described premises:

Two certain tracts or parcels of land, situated in Pelham, Hillsborough County, State of New Hampshire, being more particularly bounded and described as follows:

See Exhibit "A" attached hereto.

Being the same premises conveyed to the within Grantor by deeds recorded in the Hillsborough County Registry of Deeds at Book 5331, Page 1868 and Book 5210, Page 0744.

I, ROGER J. MONTBLEAU, A/K/A ROGER MONTBLEAU, GRANTOR, DO HEREBY WAIVE ANY AND ALL HOMESTEAD RIGHTS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of December, 2009.

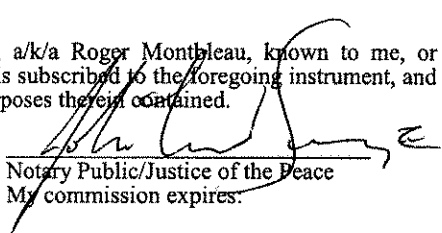
[Signature]
Witness

[Signature]
Roger J. Montbleau
a/k/a Roger Montbleau

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

Dec 12, 2009

Personally appeared, Roger J. Montbleau, a/k/a Roger Montbleau, known to me, or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.


Notary Public/Justice of the Peace
My commission expires:



PARCEL I

A certain parcel of land situate in Pelham, Hillsborough County, New Hampshire, on the Southeasterly side of Spaulding Hill Road and being shown as Parcel No. 2 on a plan of land entitled "Sub-division Plan of Land belonging to Malcolm C. & Dorothy A. Popp, Spaulding Hill Road - Pelham, N.H. Scale: 1" = 40', Date 4-8-71" Robert E. Campbell, Registered Land Surveyor, and bounded and described as follows:

NORTHWESTERLY	by said Spaulding Hill Road in two courses, 85.28 feet and 114.72 feet;
NORTHERLY	by parcel No. 1 as shown on said plan 62.80 feet;
NORTHEASTERLY	by said parcel No. 1 in two courses, 143.89 feet and 131.03 feet;
SOUTHEASTERLY	by land of Tamposi as shown on said plan in 5 courses, 26.68 feet, 61.10 feet, 57.03 feet, 65.77 feet and 53.41 feet; and
SOUTHWESTERLY	by land of said Tamposi 345.17 feet.

Containing 1.9 acres of land.

PARCEL II

A certain tract or parcel of land with buildings thereon located on Spaulding Hill Road in Pelham, Hillsborough County, New Hampshire, and being more particularly bounded and described as follows:

Beginning at the Northwest corner of the premises and the Southwest corner of other land of Armand J. Montbleau, et ux on the Easterly side of Spaulding Hill Road in Pelham, New Hampshire, at a drill hole found; thence

1. South 42° 35' 54" East a distance of 345.04 feet to a drill hole found in a loose rock; thence
2. North 48° 06' 26" East a distance of 52.95 feet by a stone wall to a drill hole found in a loose rock; thence
3. North 45° 41' 02" East a distance of 65.98 feet by a stone wall to a drill hole found; thence
4. North 40° 03' 29" East a distance of 57.05 feet by a stone wall to a drill hole found; thence

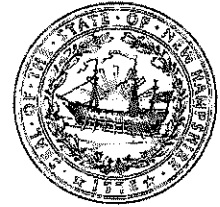
5. North 24° 10' 41" East a distance of 61.10 feet by a stone wall to a drill hole found; thence
6. North 46° 50' 05" East a distance of 26.72 feet by a stone wall to a drill hole found at the Northeast corner of said Armand Montbleau, et ux land and the Southeast corner of Malcolm C. Popp, et ux, all of the preceding courses are by the land of said Armand Montbleau, et ux; thence;
7. South 49° 51' 33" East a distance of 100.00 feet to a point; thence
8. South 40° 17' 47" West a distance of 273.09 feet to a point on a curve; thence
9. Westerly by said curve to the right having a radius of 500.00 feet a distance of 39.86 feet to a point; thence
10. North 64° 53' 50" West a distance of 481.70 feet to a point; thence
11. North 41° 36' 19" East a distance of 88.71 feet to a drill hole set on the Easterly side of said Spaulding Hill Road, courses 7 through 11 inclusive are all by land now or formerly of Samuel A. Tamposi, et al; thence
12. North 38° 16' 05" East a distance of 32.69 feet by a stone wall to a drill hole set; thence
13. South 68° 43' 29" East a distance of 33.26 feet to a drill hole set; thence
14. North 51° 12' 01" East a distance of 152.98 feet by a stone wall to the point of beginning, courses 12 through 14 inclusive are all by the Easterly side of Spaulding Hill Road.

Said premises contain 2.69 acres and are shown as "Parcel A" on a plan entitled Subdivision Plan, Samuel A. Tamposi, et al, Spaulding Road, Pelham, N.H., "dated April, 1974 (revised 10/7/75) by Allan H. Swanson, Inc., Land Surveyors, 3 Congress Street, Nashua, New Hampshire, said plan being recorded in the Hillsborough County Registry of Deeds as Plan No. 8731.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



April 28, 2011

Via email

JOHN T. PENDLETON
DWYER, DONOVAN & PENDLETON, P.A.
461 MIDDLE STREET
PORTSMOUTH, NH 03801
JPendleton@granitestatelawyers.com

Subject: DR # 995125 CWS PELHAM, SKYVIEW ESTATES
CONFORMANCE WITH NH RSA 372:22 III SUITABILITY AND AVAILABILITY

Dear Mr. Pendleton:

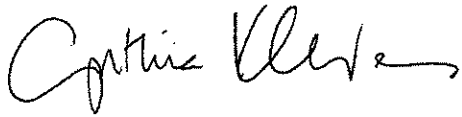
Per your request received April 8, 2011, we are confirming that the NH Department of Environmental Services (DES) issued final approval for the subject new community water system on November 22, 2010, subject to the conditions of NH Env-Ws 372 Design Standards for Small Community Water Systems.

New well sources "001 BRW 1 100' South of Pumphouse" and 002 BRW 2 50' West of Pumphouse" were tested per the small community well siting rules and approved in August 2006. At that time, the tested production volume was based on use from both residential units with an additional per-unit allocation for limited irrigation. Subsequently, in a submittal dated September 24, 2010 by Lewis Engineering, the owner requested, and DES approved, that the number of residential units originally approved at the system be allowed to increase under the provision that irrigation will no longer be allowed at the subdivision. We note, as a reminder and for your reference here, that prohibition of irrigation at the system became a condition of the system approval with DES' design approval letter of November 22, 2010. Please note also that other conditions of both DES' design approval letter and source approval letter of August 2006 still apply and we greatly encourage you or a system representative to conduct a review of all pertinent records at DES for this system. Water quality requirements were approved subject to treatment for arsenic and uranium.

Based on the above, DES is in agreement that the Skyview Estates community water system in Pelham meets the suitability and availability requirements of RSA 374:22 III.

Please contact Stephen Roy, P.G. at 603-271-3918 or me at 603-271-3108 or Cynthia.Klevens@des.state.nh.us with any questions regarding this water system approval.

Sincerely,



Cynthia Klevens, PE
Small Systems Engineering & Technical Assistance
Drinking Water and Groundwater Bureau

cc. D. Ware, PE, Pennichuck Water Works, Donald.Ware@pennichuck.com
S. Roy, PG, NHDES, Stephen.Roy@des.nh.gov
File DR 995125