



_____, 2020

Glenn T. Saba, President
GSDC Development Corp
7 Kelley Lane
Atkinson, NH 03811

Re: Heritage Estates Project – Water Service Agreement

Dear Mr. Saba,

This letter constitutes the **AGREEMENT** between you, **GSDC Development Corp**, including its successors, related entities, or assigns (collectively “GSDC”), of 7 Kelley Lane, Atkinson, New Hampshire 03811, and **The Hampstead Area Water Company, Inc.** (“HAWC”), of 54 Sawyer Ave, Atkinson, New Hampshire, related to providing water service to property owned by GSDC known currently as Heritage Estates and located at 46 Main Street, Tax Map 4, Lot 16 in Atkinson, NH that currently will consist of 7 Lots (the “Property”).

- A. GSDC shall execute an Agreement with HAWC regarding High Pressure Water Service in the form attached as Exhibit 1 for the Property including the installation of Pressure Reducing Valves for each Lot ultimately developed at the Property. Such Agreement applies to all successors and assigns including all subsequent buyers of each Lot at the Property developed, and all costs associated with this Agreement shall be paid by the GSDC.
- B. GSDC shall sign and issue to HAWC an Easement for Water Rights and Maintenance and Access for the Property. Such Easement does not include water rights to open space land identified on Plan D- 41771, but does include access and maintenance rights to open space land.
- C. GSDC shall construct a water distribution system subject to HAWC’s inspection and approval prior to being pressure tested, chlorinated, and put into service.
- D. A HAWC water service account shall be set up with and paid by GSDC until the Property is developed and Lots and/or homes sold. Upon the sale of any Lot or home at the Property GSDC shall pay \$1,500.00 to HAWC as a hookup charge prior to water service activation.
- E. Domestic water service customers are billed monthly according to rates regulated by the NH PUC. The current rate, which is subject to change upon NH PUC approval, is \$10.00/month base charge for 5/8” water meter and a metered usage charge of \$6.11 per 100 cubic feet (748 gallons) used.

- F. GSDC will transfer the water system at the Property to HAWC as Contribution in Aid of Construction, (CIAC). GSDC shall pay all state and federal taxes related to CIAC. Additionally, while none are anticipated, any costs associated with any NH PUC proceeding related to this Agreement shall be paid by GSDC.
- G. The utility plan of the Plan Set shall be updated to HAWC standards and a red line will be provided back to the engineer. HAWC's Technical Standard attached to the May 23, 2019 letter apply. Water mains are required to be installed out of the pavement and require PVC pipe for water mains.
- H. GSDC will provide an As-Built in CAD format of all water pipes, valves, hydrants, and appurtenances.
- I. HAWC agrees to operate, repair, maintain, manage, and administer the water system at the Property in order to provide sufficient domestic potable water to all Lots within the Property ultimately developed, in ways acceptable to the NHDES and NH PUC.
- J. HAWC Payment Schedule:
 - 1. GSDC agrees to pay HAWC \$1,500.00 per hookup for each Lot developed at the Property (currently 7 Lots) due either on or before the closing of the sale of said Lot, or hookup of a meter to said Lot, whichever comes first.
 - 2. GSDC agrees to pay HAWC all actual CIAC taxes due on or before the transfer of the water system assets to HAWC
- K. If either party is required to enforce any term of this agreement by way of litigation, then the prevailing party shall be awarded their attorney's fees and costs.

Agreed to this ____ day of _____ 2020

GSDC Development Corp

By: _____
 Glen Saba, its President
 Duly authorized

THE HAMPSTEAD AREA WATER COMPANY, INC.

By: _____
 Christine Lewis Morse, its Vice President
 Duly authorized