

Schedule A

HAWC System History

System	Year	Docket	Order	Franchise Area
Walnut Ridge Water Company	1977	DE 76-179	12,827	1,826 Acres
Lancaster Farms-Salem	1984	DR 84-267	17,312	144 Acres
Bricketts Mill-Hampstead	1985	DE 85-149	17,848	80 Acres
Squire Ridge-Hampstead	1985	DE 85-274	17,967	140 Acres
Kent Farm-Hampstead	1987	DE 86-198	18,560	1,700 Acres
Kent Farm-Hampstead	1987	DE 86-198	18,598	Supp Order
Woodland Pond-Hampstead	1987	DE 87-211	18,980	701 Acres
Bryant Woods-Atkinson	1988	DE 87-226	19,230	2,340 Acres
Hampstead Area Water Company	1989	DE 89-047	19,717	Hampstead Merger*
Hampstead Area Water Company	1989	DE 89-047	19,751	1,650
Walnut Ridge Water Company	1990	DE 90-129	19,992	Bryant Woods Merger**
HAWC-Bricketts Mill Extension	1990	DE 90-049	19,783	55 Acres
HAWC-Hampstead	1991	DE 91-121	20,224	1,246 Acres
HAWC-Hampstead	1991	DE 91-144	20,320	1,350 Acres
HAWC-Rainbow Ridge-Plaistow	1993	DE 92-129	20,774	370 Acres
HAWC-Stoneford-Sandown	1996	DE 96-201	22,551	152 Acres
HAWC-Colby Pond-Danville	1998	DE 97-154	22,854	3,483 Acres
HAWC-Oak Hill-Chester	2000	DW 00-059	23,577	177 Acres
HAWC-Walnut Ridge & Lancaster	2002	DW 01-204	23,954	Atkinson Merger***
HAWC-Camelot Court-Nottingham	2004	DW 02-198	24,296	44 Acres
HAWC-Cornerstone-Sandown	2004	DW 02-198	24,296	188 Acres
HAWC-Lamplighter-Kingston	2004	DW 02-198	24,296	13.66 Acres
HAWC-Maplevale-East Kingston	2004	DW 03-150	24,299	107 Acres
HAWC-Dearborn Ridge-Atkinson	2005	DW 04-055	24,501	541 Acres
HAWC-Hampstead Expansion	2005	DW 04-062	24,520	238 Acres
HAWC-Mill Woods-Sandown	2005	DW 05-063	24,544	35 Acres
HAWC-Waterford Village-Sandown	2005	DW 05-070	24,545	90.37 Acres
HAWC-Atkinson Expansion	2005	DW 05-092	24,592	333 Acres
HAWC-Autumn Hills-Sandown	2006	DW 06-016-	24,608	33.68 Acres
HAWC - Cooper Grove-Kingston	2008	DW-07-133	24,831	211 Acres
HAWC - Black Rocks Village	2008	DW-07-134	24,856	391 Acres
HAWC - Sargent Woods	2008	DW-07-130	24,884	65.97 Acres
HAWC - Oak Hill Extension	2010	DW-10-204	25,166	27.851 Acres
HAWC - Fairfield Estates	2011	DW-11-218	25,318	21.97 Acres
HAWC - Little River Village	2013	DW-13-323	25,636	127.00 Acres
HAWC - Emery Drive Extension	2014	DW-14-022	25,672	1,125 Acres
HAWC - Sargent Woods Ext.	2014	DW-14-107	25,704	26.82 Acres
HAWC - Snow's Brook.	2015	DW-14-319	25,757	23.11 Acres
HAWC - Kings Landing.	2015	DW-15-254	25,827	35.16 Acres
HAWC - Wells Village.	2017	DW-16-825	25,979	40.83 Acres
HAWC - Bow Lake Estates	2018	DW-17-145	26,153	25.00 Acres

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

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

***Merged Lancaster Farms and Walnut Ridge into HAWC

**LIST OF EXHIBITS
KELLY GREEN**

Exhibit	Description
1	Contract
2	Bill of Sale
3	Water Rights Deed and Easement
4	Franchise Area Plan & Description
5	Promissory Note
6	Schedule of Costs
7	Project Cost Schedule
8	Pre-filed Testimony of Stephen St. Cyr
9	Pre-filed Testimony of Harold Morse
10	Letter to Sandown Selectmen
11	Letter from Sandown Selectmen to PUC
12	DES Well Approval
13	Pro Forma CPR

EXHIBIT 1

December 17, 2018

Christine Lewis Morse
Lewis Builders Development, Inc.
54 Sawyer Ave.
Atkinson, NH 03811

Re: Kelly Green Townhouse-style apartment development

Dear Christine,

This letter constitutes the **AGREEMENT** between **Lewis Builders, Inc.**, a New Hampshire corporation (Lewis Builders) of 54 Sawyer Ave., Atkinson, New Hampshire, **Lewis Builders Development, Inc.** a New Hampshire corporation (LBDI), of 54 Sawyer Ave, Atkinson, New Hampshire, Lewis Builders and **Hampstead Area Water Company, Inc.**, a New Hampshire corporation (HAWC), also of 54 Sawyer Ave, Atkinson, New Hampshire. All provisions contained herein are expressly contingent upon HAWC obtaining approval from the Public Utilities Commission (PUC).

- A. LBDI agrees to design and build a Water System (System) to serve 22 residential townhouse-style apartment units in the Kelly Green development located in the Town of Sandown, New Hampshire owned by Lewis Builders.
- B. The Contract Price for the System is \$70,500.00 unless otherwise agreed in writing by both parties, which Lewis Builders agrees to pay, for the construction of the System, and which shall be paid in accordance with Paragraph G below.
- C. HAWC agrees to petition the New Hampshire Public Utilities Commission (PUC) for permission and approval to purchase, finance said purchase and to franchise the System.
- D. The total cost for the system for Lewis Builders is \$80,685.00, as shown on the Project Cost Estimate attached as Exhibit 7, of which HAWC will pay \$22,000.00 pursuant to the terms of a promissory note (Exhibit 5) **and the remaining \$10,185.00 will be contributed by LBDI to HAWC as Contribution in Aid of Construction (CIAC)**. Subject to approval of the PUC, HAWC agrees to pay to Lewis Builders \$1,000.00 (or such other amount as the PUC may permit,) for each residential unit hook-up to the System (Hook-up Compensation). Payment to be made by a promissory note as set forth in paragraph H below.
- E. Upon approval by the PUC, HAWC further agrees to operate, repair, maintain, manage, and administer the System, in order to provide sufficient domestic potable water to all units

within the development, in ways acceptable to the NHDES and PUC. As a condition to this purchase, LBDI shall provide to HAWC a detailed breakdown of all costs it incurred to build those portions of the System, including all associated costs for land, preliminary engineering, well installation, and facilities installation and testing, etc., which portions are constructed by persons or entities other than LBDI. LBDI shall execute a Bill of Sale to HAWC in the form attached as Exhibit 2 upon the completion of the system.

F. LBDI agrees to also grant to HAWC a Water Rights Deed and Easements in the form attached as Exhibit 3, which is necessary for HAWC to operate, repair, maintain, manage, and administer the System.

G. Payment Schedule:

Lewis Builders agrees to pay LBDI under the following schedule:

- 1. a deposit of 50% (\$35,250.00) for LBDI to order materials and schedule work.**
- 2. a further payment of 25% (\$17,625.00) at the commencement of work.**
- 3. monthly invoiced progress payments until the completion of the work.**

H. HAWC agrees to pay Lewis Builders by promissory note, in the form attached as Exhibit 5, the sum of \$1,000.00 per apartment unit, payable upon hook up to the Water System, located within the Kelly Green development. Lewis Builders agrees to pay HAWC \$10,185.00. No payment shall be due from HAWC to Lewis Builders, under any note, until LBDI has received payment-in-full, of the contract price.

I. The total does not include ledge. Should ledge be encountered during the installation, it will be billed to Lewis Builders on a time and material basis (estimated cost is \$125 per lineal foot for ledge removal, including blasting). Thirty-Six (36) hours of Police Detail is included in this quote. Any additional Police Detail required by LBDI is not covered in this quote and will also be charged to Lewis Builders on a time and material basis. If either ledge or Police Detail is required, a written change order will be issued detailing same, and signed by both parties.

Agreed to this 17th day of December 2018.

LEWIS BUILDERS DEVELOPMENT, INC. HAMPSTEAD AREA WATER CO, INC.

By: _____
Christine Lewis Morse, its President

By: _____
Harold J. Morse, its President

Letter Agreement dated December 17, 2018

LEWIS BUILDERS, INC.

By: _____
Christine Lewis Morse, its President

**KELLY GREEN
BILL OF SALE OF WATER UTILITY ASSETS**

NOW COMES LEWIS BUILDERS, INC. 54 Sawyer Avenue, Atkinson, New Hampshire 03811 (hereinafter referred to as Seller), and for the consideration given by HAMPSTEAD AREA WATER COMPANY, INC., of 54 Sawyer Avenue, Atkinson, New Hampshire (Buyer), by its agreement to operate the below-described water system, Seller does hereby sell, assign, transfer and convey to Buyer all of its right, title and interest in and to all of the following assets used in the production and supply and distribution of water produced from wells and related assets located in the Town of Sandown, Rockingham County, New Hampshire, known as the Kelly Green Development.

PUC CODE	CONTRACTOR'S DESCRIPTION [Include machine and labor costs]	PRICE
303	Easement Deed	\$0.00
304	Pump House and Site Work	\$5,000.00
304	Booster Pumping Station	\$0.00
307	Wells (drilling, Testing, engineering)	\$11,000.00
309	Supply Mains (mains, manholes, pipes, trenching, backfill, valves etc. from pump house to wells	\$2,500.00
311	Pumping Equipment (Pumps, motors, pump house, plumbing, electric, connectors, piping, valves etc.)	\$0.00
320	Water Treatment (filters etc.)	\$15,000.00
330	Distribution Storage (tanks, valves, standpipes, hydro tanks)	\$0.00
331	Transmission and Distribution mains i. 4", 3", and 2" piping	\$27,000.00
333	Services (water lines to curb stop at each customer's property line)	\$0.00
334	Meters 22 customers x \$450 per customer	\$0.00
335	Hydrants x \$3,500.00 per hydrant (includes installation)	\$0.00
339	Miscellaneous (not otherwise included) Engineering	\$10,000.00
Total		\$70,500.00

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

Dated _____

Lewis Builders, Inc., Owner

Witness

By: _____
Harold J Morse Vice President, duly authorized

LCHIP	ROA419458	25.00
TRANSFER TAX	RO081663	40.00
RECORDING		30.00
SURCHARGE		2.00



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

**KELLY GREEN
SANDOWN, NEW HAMPSHIRE**

WATER RIGHTS DEED AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **LEWIS BUILDERS, INC.**, a New Hampshire corporation, of 54 Sawyer Avenue, Atkinson, New Hampshire 03811 (Grantee) by its duly-authorized President, Christine Lewis Morse, **GRANTS TO HAMPSTEAD AREA WATER CO., INC.**, (HAWC) a New Hampshire corporation with offices at 54 Sawyer Avenue, Atkinson, Rockingham County, New Hampshire 03811 (Grantee) with **QUITCLAIM COVENANTS**

The following interest a certain tract or parcel of land situated in **Sandown**, County of Rockingham, State of New Hampshire together with any and all improvements now or hereafter erected thereon, and being known as Lots 28-3 and 28-4, and as shown on a Plan entitled "Subdivision Plan as drawn for KDRM, LLC (Tax map 5, Lot 28) located at 115 Hampstead Road, Sandown, NH, scaled 1"=80', dated November, 2010", said plan being recorded in the Rockingham County Registry of Deeds as Plan D-40733, and as may be more particularly described on Exhibit A, attached hereto.

I. WATER RIGHTS:

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

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

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

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

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

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

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

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

HAWC shall have the right and easement to lay, construct, maintain, and operate pipe lines, valves, hookups, and meters for the supply of domestic water to all lots as may be shown on the Plan or as may otherwise be or become apart of the Merryfields Estates subdivision in Hampstead, Rockingham County, New Hampshire, (Development) as shown on the Plan, and to such adjoining or other premises as now or as may in the future constitute part of Grantee's franchise area.

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

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

Grantor hereby covenants with the Grantee to execute and sign all necessary permitting applications and documents, and hereby consents to all such construction, maintenance and operation by the Grantee as contained above. Further, the Grantor agrees to cooperate and support the Grantee with any local, state or federal permitting process required for same. Grantor hereby appoints the Grantee as its attorney in fact to sign all necessary applications, forms and documents for the limited purposes listed herein.

VI. GRANTEES COVENANTS AND OBLIGATIONS.

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

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

NOT HOMESTEAD PROPERTY OF THE GRANTOR

WITNESS its hand and seal this 8th day of August 2018

LEWIS BUILDERS, INC.

By: *Christine Lewis Morse*
Christine Lewis Morse, President

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this 8th day of August, 2018 by Christine Lewis Morse, in her capacity as President of and on behalf of Lewis Builders, Inc.



Judith S. Armstrong
Justice of the Peace/Notary Public
My commission expires: 9-27-2022

SCHEDULE A

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

Uses that are prohibited include:

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

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

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

EXHIBIT A

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

Beginning at a drill hole set at the westerly sideline of Hampstead Road, at the northeasterly corner of Tax Map 5, Lot 28-3 and the southeasterly corner of Tax Map 5, Lot 28, thence turning and running S 19° 41' 55" W along said stone wall along said sideline of Hampstead Road a distance of 32.82 feet to a drill hole found at the end of said stone wall; thence turning and running S 19° 42' 30" W along said sideline of Hampstead Road a distance of 43.73 feet to a drill hole found at the beginning of another stone wall; thence turning and running S 19° 18' 08" W along said stone wall along the sideline of said Hampstead Road a distance of 68.35 feet to a drill hole found; thence turning and running S 13° 24' 42" W along said stone wall along said sideline of Hampstead Road a distance of 117.56 feet to a drill hole found at the northeasterly corner of Tax Map 5, Lot 29; thence turning and running N 64° 54' 18" W along another stone wall and the northerly boundary of Tax Map 5, lot 29 a distance of 73.79 feet to a drill hole found; thence turning and running N 64° 35' 38" W along said stone wall and said Lot 29 a distance of 103.58 feet to an iron pipe found at the northeasterly corner of Tax Map 5, Lot 30; thence turning and running N 63° 50' 52" W along said stone wall and the northerly boundary of Lot 30 a distance of 156.53 feet to an iron pipe found at the northeasterly corner of Tax Map 5, Lot 31; thence turning and running N 63° 33' 54" W along said stone wall along the northerly boundary of Tax Map 5, Lot 31 a distance of 146.52 feet to an iron pipe found at the northeasterly corner of Tax Map 5, Lot 31-1; thence turning and running N 64° 52' 47" W along said stone wall and the northerly boundary of Tax Map 5, Lot 31-1 a distance of 147.22 feet to an iron pipe found at the northeasterly corner of Tax Map 5, Lot 32-1; thence turning and running N 62° 56' 23" W along said stone wall along the northerly boundaries of Tax Map 5, Lot 32-1 and Lot 32 a distance of 318.39 feet to an iron pipe found; thence turning and running N 63° 58' 55" W along said stone wall and Lot 32 a distance of 184.02 feet to a drill hole found at the northwesterly corner of Lot 32 and another stone wall; thence turning and running S 22° 10' 33" W along said stone wall and the westerly boundary of Lot 32 a distance of 170.01 feet to an iron pipe found and another stone wall at the southwest corner of Lot 32 and the northerly sideline of the end of Wilkele Road; thence turning and running N 64° 03' 40" W along said stone wall along said Wilkele Road a distance of 87.96 feet to a drill hole found; thence turning and running S 24° 34' 24" W a distance of 49.88 feet to an iron pipe found at another stone wall; thence turning and running S 26° 26' 08" W along said stone wall and the westerly boundary of Tax Map 5, Lot 33 a distance of 288.51 feet to an iron pipe found at another stone wall and the northwesterly corner of Tax Map 5, Lot 38; thence turning and running N 65° 21' 19" W along said stone wall and the northerly boundary of Tax Map 5, Lot 18 a distance of 133.14 feet to a drill hole found; thence turning and running N 62° 35' 11" W along said stone wall and Lot 18 a distance of 106.89 feet to a drill hole found; thence turning and running N 64° 01' 53" W along said stone wall and Lot 18 a distance of 186.59 feet to a drill hole found; thence turning and running N 20° 01' 35" E along the easterly boundary of Tax Map 5, Lot 20 a distance of 530.54 feet to a drill hole found at a stone wall at the southern

boundary of Tax Map 5, Lot 22-10; thence turning and running S 62° 42' 06" E along said stone wall and Lot 22-10 a distance of 170.81 feet to a drill hole found at the southeasterly most corner of Tax Map 5, Lot 22-10 and another stone wall; thence turning and running N 24° 14' 36" E along said stone wall and the easterly boundary of Lot 22-10 a distance of 194.17 feet to an iron pipe found at another stone wall; thence turning and running S 65° 16' 33" E along said stone wall and the southerly boundary of Lot 22-10 a distance of 243.62 feet to an iron pipe found at another stone wall; thence turning and running N 08° 02' 25" E along said stone wall and the easterly boundary of Lot 22-10 a distance of 183.65 feet to an iron pipe found at another stone wall; thence turning and running S 66° 42' 50" E along said stone wall and the southerly boundary of Lot 22-10 a distance of 50.09 feet to a drill hole found and the southwesterly corner of Tax Map 5, Lot 22-7; thence turning and running S 64° 33' 13" E along said stone wall and the southerly boundary of Lot 22-7 a distance of 88.08 feet to iron rod found and the southwesterly corner of Tax Map 5, Lot 22-6; thence turning and running S 64° 38' 53" E along said stone wall and the southerly boundary of Tax Map 5, Lot 22-6 a distance of 68.61 feet to a drill hole found; thence turning and running S 63° 08' 06" E along said stone wall and Lot 22-6 a distance of 135.19 feet to a drill hole found; thence turning and running S 63° 09' 38" E along said stone wall and Lot 22-6 a distance of 92.15 to an iron pipe found and the southwesterly corner of Tax Map 5, Lot 22-5; thence turning and running S 63° 13' 08" E along said stone wall and the southerly boundary of Tax Map 5, Lot 22-5 a distance of 48.19 to a drill hole found; thence turning and running S 64° 04' 03" E along said stone wall and Lot 22-5 a distance of 262.31 feet to an iron pipe found at another stone wall; thence turning and running N 22° 43' 19" E along said stone wall and the easterly boundary of Lot 22-5 a distance of 66.99 feet to a drill hole found; thence turning and running N 00° 05' 34" E along said stone wall and Lot 22-5 a distance of 35.72 feet to a point; thence turning and running N 14° 29' 41" E along said stone wall and Lot 22-5 a distance of 98.69 feet to a drill hole found at the southwesterly corner of Tax Map 5, Lot 28-1; thence turning and running S 74° 02' 02" E along the southerly boundary of Lot 28-1 a distance of 110.00 feet to a point; thence turning and running N 68° 39' 20" E along Lot 28-1 a distance of 215.06 feet to a drill hole found at the westerly boundary of Tax Map 5, Lot 28-2; thence turning and running S 30° 53' 38" W along the westerly boundary of Lot 28-2 a distance of 370.79 feet to a drill hole found at a stone wall at the southernmost corner of Lot 28-2; thence turning and running N 59° 46' 11" E along the easterly boundary of Lot 28-2 a distance of 17.63 feet to a drill hole found at a stone wall; thence turning and running; N 54° 06' 29" E along said stone wall and Lot 28-2 a distance of 86.76 feet to a drill hole found at another stone wall and the southwesterly corner of Tax Map 5, Lot 27; thence turning and running S 55° 44' 14" E along said stone wall and the southerly boundary of Lot 27 a distance of 38.24 feet to a drill hole set at the northwesterly corner of Tax Map 5, Lot 28; thence turning and running S 28° 18' 18" W along the westerly boundary of said Lot 28 a distance of 225.64 feet to an iron rod with an ID cap set at the southwesterly corner of said Lot 28; thence turning and running S 64° 27' 57" E along the southerly boundary of said Lot 28 a distance of 288.30 feet to a drill hole set at the point of beginning.

**PROPOSED FRANCHISE AREA
KELLY GREEN**

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

The following land situated in the Town of **Sandown**, Rockingham County, New Hampshire; as may be more particularly described as follows:

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

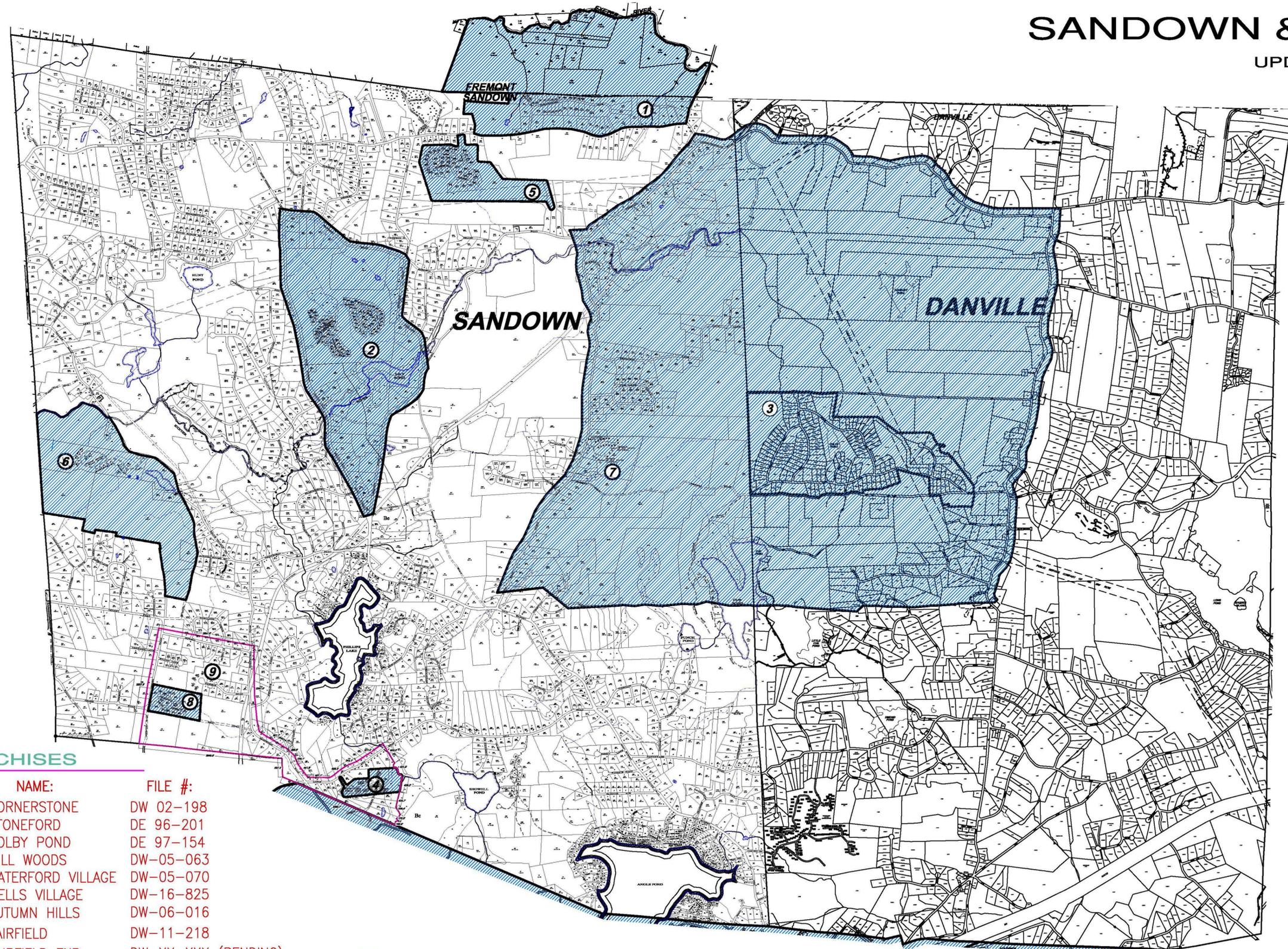
Beginning at a point 120 feet West from the centerline of Chase Road at its intersection with the town line between the Towns of Sandown and Hampstead; thence turning and running in a Northerly direction along a line that is 120 feet West from the centerline of said Chase Road at distance of 3,207.9 feet to a point on Sandown Tax Map Lot 5-24-2 that is 120 feet West from the centerline of Chase Road; thence turning and running in an Easterly direction across said Lot 5-24-2 and Chase Road on a line that is 120 feet North from the centerline of Rowell Road a distance 2,657.6 feet to a point on Northern boundary of Lot 6-9 that is 120 feet East from the centerline of Hampstead Road; thence turning and running in a Southerly direction along a line that is 120 feet East from the centerline of Hampstead Road a distance of 2,347.8 feet to a point on Tax Map Lot 2-5-1 that is 120 feet Northeast of the centerline of Hampstead Road; thence turning and running in a Southeasterly direction along a line that is 120 feet Northeast of the centerline of Hampstead Road a distance of 921.7 feet to a point at the centerline of Brookside Drive; thence turning and running in a Southeasterly direction along a line that is 120 feet Northeast of the centerline of Hampstead Road a distance of 286.6 feet to a point on Lot 2-6-3 that is 120 feet Northeast of the centerline of Hampstead Road; thence turning and running in a Southeasterly direction along a line that is 120 feet Northeast of the centerline of Hampstead Road a distance of 230.1 feet to a point on Lot 2-6-4 that is 120 feet North of the centerline of Hampstead Road; thence turning and running in a Southeasterly direction along a line that is 120 feet Northeasterly of the centerline of Hampstead Road a distance of 441.6 to a point on Lot 2-6-2 that is 120 feet from the centerline of Hampstead Road and 120 feet from the centerline of Little Mill Road; thence turning and running in an Easterly direction along a line that is 120 feet North of the centerline of Little Mill Road a distance of 591.1 feet to a point on Lot 2-22 that is 120 feet North of the centerline of Little Mill Road; thence turning and running in a Northeasterly direction along a line that is 120 feet Northwest of the centerline of Little Mill Road a distance of 525.3 feet to a point on Lot 2-23 that is 120 feet Northwest of the centerline of Little Mill Road; thence turning and running in a Northeasterly direction along a line that is 120 feet Northwest of Little Mill Road a distance of 343.1 feet to a point on Lot 2-23-1 that is 120 Northwest of the centerline of Little Mill Road; thence turning and running in a Northeasterly direction along a line that is 120 feet Northwest of Little Mill Road a distance of 877.4 feet to a point on Lot 2-23-5; thence turning and running in a Southeasterly direction a distance of 625.2 feet

to a point at the Southwest corner of Lot 2-26-1 and the Eastern boundary of Lot 2-27-1; thence turning and running in a Southerly direction along said Eastern boundaries of Lot 2-27-1 and Lot 2-29 a distance of 421.5 to a point; thence turning and running in a Southwesterly direction along the Easterly boundary of Lot 2-29 a distance of 428.2 to a point at the Southeast corner of Lot 2-29 and the Northeast corner of Lot 2-33-5; thence turning and running in a Southwesterly direction along the Eastern boundaries of Lots 2-33-5 and 2-33-6 a distance of 433.7 feet to a point on the Eastern boundary of Lot 2-33-6; thence turning and running in a Southeasterly direction along the Easterly boundaries of Lots 2-33-6 and 2-33-7 a distance of 228.4 to a point on the Eastern boundary of Lot 2-33-7; thence turning and running in a Southwesterly direction along the Eastern boundaries of Lot 2-33-7 and 2-33 a distance of 170.9 feet to a point on the Eastern boundary of Lot 2-33; thence turning and running in a Southerly direction along the Easterly boundary of Lot 2-33 a distance of 150.8 feet to a point at the Southeast corner of Lot 2-33 and the Southern Town Line of Sandown; thence turning and running in a Northwesterly direction along said Sandown Town Line a distance of 3,390.7 feet to a point at the Southeast corner of Lot 2-2; thence turning and running in a Northerly direction along the Westerly boundary of Lot 2-2 and the Sandown Town Line a distance of 507.3 to a point; thence turning and running in a Westerly direction along the boundaries of Lots 2-2 and 2-3-1 and the Sandown Town Line a distance of 3,946.8 feet to the Southwest corner of Lot 5-16 and the point of beginning.

Containing 252.80 acres more or less.

SANDOWN & DANVILLE

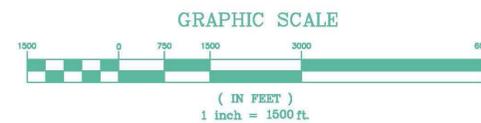
UPDATED: 1/24/2019



FRANCHISES

KEY #:	NAME:	FILE #:
1.	CORNERSTONE	DW 02-198
2.	STONEFORD	DE 96-201
3.	COLBY POND	DE 97-154
4.	MILL WOODS	DW-05-063
5.	WATERFORD VILLAGE	DW-05-070
6.	WELLS VILLAGE	DW-16-825
7.	AUTUMN HILLS	DW-06-016
8.	FAIRFIELD	DW-11-218
9.	FAIRFIELD EXP.	DW-XX-XXX (PENDING)

-  EXISTING FRANCHISE AREA
-  PROPOSED FRANCHISE AREA
-  EXISTING TEMP FRANCHISE AREA
-  FRANCHISE KEY NUMBER
-  FRANCHISE PERIMETER





2657.6'

9

2347.8'

3207.9'

8

921.7'

3946.8'

507.3'

286.6'

230.1'

441.6'

591.1'

3390.7'

343.1'

877.4'

625.2'

4

421.5'

428.2'

433.7'

228.4'

170.9'

150.8'

PHILLIPS LAKE

CARRIAGE LANE

SYLVAN LANE

WILKELE ROAD

ROAD

ROAD (DISC)

HAMPSTEAD ROAD

ORSIDE

METACOMMET ROAD

LITTLE ROAD

MILL ROAD

CIRCLE

ROAD

VALENTINE WAY

OWENS

CHEASE ROAD

FAIRFIELD ROAD

GESSER LA

HAMPSTEAD ROAD

PHILLIPS DRIVE

LAUREL HILL

DR

LAKE DR

**KELLY GREEN
PROMISSORY NOTE**

\$22,000.00

Date: _____

Hampstead Area Water Company, Inc., (Borrower) a New Hampshire corporation doing business at 54 Sawyer Avenue, Atkinson, New Hampshire 03811, promises to pay to Lewis Builders, Inc. (Owner), a New Hampshire corporation, of 54 Sawyer Ave., Atkinson, New Hampshire 03811, the sum of Twenty-Two Thousand and no/100 Dollars (\$22,000.00) (Principal), at no interest as follows:

In installments of One Thousand Dollars and No Cents (\$1,000.00), the first installments being payable upon each hookup of water service and installation of a meter for said service for each of the Twenty-Two (22) units to be rented in the Kelly Green Apartment development, and then such installments monthly until said principle amount is paid in full. Borrower will pay all costs and expenses of collection, including reasonable attorney's fees paid or incurred by Owner in enforcing this Note.

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

HAMPSTEAD AREA WATER
COMPANY, INC.

Witness:

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

ACKNOWLEDGED AND ACCEPTED
LEWIS BUILDERS, INC.

BY: _____
Christine Lewis Morse, President, duly authorized

SCHEDULE OF COSTS OF ACQUISITION

I. SCHEDULE OF CONSTRUCTION COSTS

See the Agreement between Lewis Builders, Inc. (Lewis Builders), Lewis Builders Development, Inc., (LBDI) and Hampstead Area Water Company, Inc. (HAWC) as per Exhibit 1

II. SCHEDULE OF PAYMENTS FROM HAWC TO LEWIS BUILDERS

The total amount of payment shall be \$22,000.00 with the remainder of the system being acquired as Contribution in Aid of Construction (CIAC)

**III. SCHEDULE OF CONVEYANCE/ASSIGNMENT OF THE SYSTEM TO HAWC
FROM LEWIS BUILDERS**

Lewis Builders shall execute a bill of sale of the System, completed in accordance with Exhibit 1 and within Thirty (30) days after the grant of the franchise area to HAWC (See Bill of Sale, attached as Exhibit 2).

KELLY GREEN

PROJECT COST SCHEDULE

PUC CODE	CONTRACTOR'S DESCRIPTION [Include machine and labor costs]	PRICE
303	Easement Deed	\$0.00
304	Pump House and Site Work	\$5,000.00
304	Booster Pumping Station	\$0.00
307	Wells (drilling, Testing, engineering)	\$11,000.00
309	Supply Mains (mains, manholes, pipes, trenching, backfill, valves etc. from pump house to wells)	\$2,500.00
311	Pumping Equipment (Pumps, motors, pump house, plumbing, electric, connectors, piping, valves etc.)	\$0.00
320	Water Treatment (filters etc.)	\$15,000.00
330	Distribution Storage (tanks, valves, standpipes, hydro tanks)	\$0.00
331	Transmission and Distribution mains i. 4", 3", and 2" piping	\$27,000.00
333	Services (water lines to curb stop at each customer's property line)	\$0.00
334	Meters 22 customers x \$450 per customer	\$0.00
335	Hydrants x \$3,500.00 per hydrant (includes installation)	\$0.00
339	Miscellaneous (not otherwise included) Engineering	<u>\$10,000.00</u>
Total		\$70,500.00

EXHIBIT 10

February 11, 2019

Board of Selectmen
Town of Sandown
320 Main Street
P.O. Box 1756
Sandown, NH 003873-2613

Dear Board Members:

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

The purpose of the franchise area will be to serve the newly-developed subdivision/site known as Kelly Green, located off Wilkele Road, in Sandown, New Hampshire, being developed by Lewis Builders, Inc.

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

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

If you have any questions, please do not hesitate to call me at the above number at extension 136.

Very truly yours,

Anthony S. Augeri,
2nd General Counsel

ASA/ja
encl.

TOWN OF SANDOWN

Stephen Frink
Public Utilities Commission
21 Fruit Street, Suite 10
Concord, New Hampshire 03301-2429

RE: Petition of Hampstead Area Water Company, Inc. to develop a satellite water system in Sandown to service the Kelly Green development, in Sandown, NH.

Dear Mr. Naylor:

Please be advised that the Sandown Selectmen have been notified of the proposed petition to acquire and operate a small water system in Sandown to serve the Kelly Green development, located off Wilkele Road in Sandown, New Hampshire, which will consist of approximately 22 townhouse style apartment units.

Our address is 320 Main Street, P.O. 1756, Sandown, NH 03873-2613, and our telephone number is 603-887-3646.

Dated: _____

Sandown Board of Selectmen

By: _____

Title: _____



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 23, 2019

Harold Morse
Hampstead Area Water Company
54 Sawyer Ave
Atkinson, NH 03811

transmitted via email to Harold@LewisBuilders.com

**Subject: Small Community Well Siting Approval
CWS Sandown: Fairfield; PWS ID: 2082020
BRW2; NHDES#DR005312**

Dear Mr. Morse:

The purpose of this letter is to conditionally approve a second bedrock well (BRW2) for the Fairfield community water system in Sandown. This decision was based on a review of the December 5, 2018 final report and the January 3, 2019 revised final report by Hampstead Area Water Services, Co. (HAWSCO), submitted to meet the requirements of New Hampshire Administrative Rule Env-Dw 305, *Small Production Wells for Small Community Water Systems*.

The original well, BRW1, is an 185 foot bedrock well that has served the system since startup in 1986. BRW2 is a 425 foot bedrock well that is required to supply water to an expanded system, an additional 22 service connections in the adjacent Kelly Green development. The 72-hour pumping test of BRW2 was performed in October 2018 by HAWSCO in accordance with the preliminary report approved by The New Hampshire Department of Environmental Services (NHDES). During this test, BRW2 was pumped at an average rate of 36.2 gallons per minute and BRW1 was pumped as needed to meet the system's water demand. NHDES approves BRW2 as new small production well for a small community water system with the following conditions:

- 1) The water system must implement the Water Conservation Plan, signed January 3, 2019 and approved by the New Hampshire Department of Environmental Services (NHDES) on January 22, 2019, in accordance with Env-Wq 2101, *Water Conservation*.
- 2) Approval for BRW2 shall lapse four years from the date of this letter if the wells are not connected to the water system within that time, in accordance with Env-Dw 305.30(a), unless an extension is granted by NHDES. If approval lapses, the water system may request NHDES reinstate the approval within 10 years of the original approval by satisfying the requirements of Env-Dw 305.30(b).
- 3) In accordance with well construction rules, the BRW2 well casing shall extend at least 18 inches above the final grade and a stilling tube shall be installed in the well to allow for water level measurements.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

4) Water Quality:

- a. Compliance gross alpha was detected in BRW2 at a concentration greater than the primary drinking water standard. Treatment to remove or lower the concentration of radiologicals in the water shall meet the small community water system design standards. See the Design Review Requirements section below.
- b. Arsenic was detected in BRW2 at a concentration of 5 micrograms per liter (ug/L), half the concentration of the current primary drinking water standard of 10 ug/L, and equal to the recently proposed State of New Hampshire drinking water standard. Treatment to remove or lower the concentration of arsenic may be required to meet the small community water system design standards. See the Design Review Requirements section below.
- c. Within 60 days of the date of this letter, please authorize Nelson Analytical Lab, the laboratory that performed the pumping test water quality analyses for BRW2, to provide me with a digital version of the water quality analysis results via email to andrew.koff@des.nh.gov. The data should be formatted using NHDES' Environmental Monitoring Database (EMD) "Activity Data Upload Template for Consultants and Labs" so that NHDES can submit the results to the database.

Pumping Test Water Quality Analysis-Laboratory Sample ID Numbers:

BRW2 – 118102686.01

Source Specifications:

Well Number	Well Status	Permitted Production Volume/Yield	Sanitary Protective Area Radius	Wellhead Protection Area Radius	Source Description
BRW2	New Well for a Existing System	52,128 gallons	200 feet	3,600 feet	BRW2, 220' NW of PH

The previous table outlines the specifications for the new well. The Permitted Production Volume (PPV) is the maximum volume that may be pumped from the well in any 24-hour period.

The sanitary protective area (SPA) for the well is a circle, centered on the well, with the radius listed above. The SPA shall remain in a natural state and under the water system's control at all times, in accordance with Env-Dw 305.10.

The Wellhead Protection Area (WHPA) for the well is a circle, centered on the well, with the radius listed above. This is the area within which educational materials must be periodically distributed as part of the water system's Wellhead Protection Program (WHPP), in accordance with Env-Dw 305.24 and Env-Dw 305.31. Educational materials must be distributed at least every three years starting in June 2021.

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

DESIGN REVIEW REQUIREMENTS

Please note that this approval does not allow for construction of the expanded public water distribution system. Prior to constructing the expansion of the system, the applicant must meet the requirements of New Hampshire Administrative Rule Env-Dw 405, *Design Standards for Small Community Water Systems*. Please be advised that issuance of this source approval does not authorize the connection of the well to the water system, the owner shall first obtain written approval for the design and connection from the Drinking Water and Groundwater Bureau's engineering section. Contact Thomas Willis of the Drinking Water and Groundwater Bureau at (603) 271-2953 or thomas.willis@des.nh.gov with any questions regarding these requirements.

The water system must notify NHDES when the well becomes active. Once the well becomes active, NHDES chemical monitoring staff will contact the water system with a revised master sampling schedule. If you have any questions about the chemical monitoring requirements, contact Tricia Madore at (603) 271-3907 or tricia.madore@des.nh.gov.

If you have any questions about this letter or any other community well siting issues please contact me at (603) 271-8866 or andrew.koff@des.nh.gov.

Regards,



Andrew Koff, P.G.
Hydrogeologist
Drinking Water and Groundwater Bureau

cc: John Herbst, Steve Fournier, Charlie Lanza, Rich Bibeau; Hampstead Area Water Company, Inc (email)
Stephen Roy, Thomas Willis, Kelsey Vaughn, Stacey Herbold, Tricia Madore, Debra Sonderegger;
NHDES (email)

Continuing Property Record

Classification Account Water Treatment Number: 320

Unit Description:	Fairfield Expansion Sandown, NH	CIAC =	68.79%
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Total Cost	<u>17,479.00</u>	Est. Cost of Removal	<u> </u>	Est. Salvage	<u> </u>
Net Cost	<u> </u>	Rate of Depreciation	<u>3.6%</u>	Est. Life in Yrs.	<u>28</u>
Date Acquired	<u>2019</u>	Yearly Depreciation	<u>629.24</u>	Est. Yr of Retire	<u> </u>

Date	Additions		Retirements		Balance		Remarks or Location
	Units	Amounts	Units	Amounts	Units	Amounts	
2019		17,479.00				17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	
						17,479.00	

TOTALS	<u><u>17,479.00</u></u>	<u><u>0.00</u></u>	<u><u>17,479.00</u></u>
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