



**Pennichuck  
Water Works, Inc.**  
Four Water Street • P.O. Box 448  
Nashua, New Hampshire 03061-0448  
Tel. (603) 882-5191 Fax 882-4125

October 4, 1994

Mrs. Nancy Burnett  
42 Redfield Circle  
Derry, NH 03038

Dear Mrs. Burnett:

Per Bernie Rousseau's instructions, please find enclosed a copy of the purchase and sale agreement between Redfield Estates Association and Pennichuck Water Works, Inc. that you requested.

I trust you will find this satisfactory and if you have any questions, please call Bernie.

Sincerely,

*Sharen Weston*

Sharen A. Weston  
Administrative Assistant

saw

Enclosure

cc: Bernie Rousseau, Pennichuck

*Nancy Burnett - 437-1819  
PWW - 882-5191  
PUC - 1800-852-3793  
Bernie Direct line  
8 598-5334*

*X-547 for immediate  
Service of Bernie  
not there*

PENNICHUCK WATER WORKS, INC.

AGREEMENT

AGREEMENT made this 25<sup>th</sup> day of Feb., 1991, by and between Redfield Estates Association, a New Hampshire voluntary corporation organized under R.S.A. Chapter 292, having an address of P.O. Box 311, East Derry, New Hampshire 03041 ("REA"), and Pennichuck Water Works, Inc., a New Hampshire corporation, having a business address of 4 Water Street, Nashua, New Hampshire 03060 (the "Water Company").

WHEREAS, REA is the owner of a water supply and distribution system which provides water service to 98 dwelling units located in a development known as "Redfield Estates" as shown on a certain plan of land entitled "Redfield Estates, Derry, New Hampshire" dated June 2, 1978, most recently revised December 22, 1980, recorded in the Rockingham County Registry of Deeds as Plan No. D-9966 (the "Plan"); and

WHEREAS, REA is the owner of three parcels of land, together consisting of approximately 68 acres, being Lots 9-30-99, 9-30-100 and 9-30-101 as shown on the Plan (the "Common Properties"), and situated in Redfield Estates, and

WHEREAS, Lot 9-30-99, Lot 9-30-100, and Lot 9-30-101 presently contain the water supply system serving the 98 dwelling units in Redfield Estates consisting inter alia of six wells, pumping equipment, pipelines, storage tanks and other related equipment ("Supply System"); and

WHEREAS, water is supplied to the 98 dwelling units in Redfield Estates through a system of distribution pipes ("Distribution System") connected to the Supply System; and

WHEREAS the Supply System and Distribution System are hereinafter referred to as the "Equipment"; and

WHEREAS, REA has requested that the Water Company provide water service to the 98 dwelling units; and

WHEREAS, REA is authorized to convey to the Water Company certain easement interests (the "Easements") in the Common Properties by an easement deed containing warranty covenants in form attached hereto as Exhibit A, and to convey the Equipment to the Water Company by bill of sale containing warranty covenants in form attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. Cost. The Water Company shall pay REA \$63,100 for the Easements and Equipment at "Closing," as the term is defined in Paragraph 9 hereinbelow, subject to the terms and conditions set forth herein. It is understood and agreed that all costs relative to pressure improvements have been satisfied prior to the date hereof.

2. Inspection. The Water Company has inspected the Equipment prior to the date of this Agreement. Within (10) days of the date of this Agreement, the Water Company shall have the right to further inspect and examine the Equipment to determine whether the Equipment is acceptable to the Water Company. If the Water Company, in its sole discretion, determines that the condition of the Equipment is unacceptable, the Water Company may at its option terminate this

Agreement by notifying REA in writing within 10 days of the date of this Agreement in which event neither party shall have any further obligations hereunder.

3. Lienholder's Consent to Agreement. Within 60 days of the date of this Agreement, REA shall deliver to the Water Company evidence of the consent to this Agreement by any mortgagee or other lienholders having an interest in the Common Properties or in the Equipment, and evidence of the willingness of any such mortgagee and lienholders to execute instruments releasing their interests in said Easements and Equipment at Closing.

4. Representations, Warranties and Agreements by REA. REA represents and warrants that (a) it has the requisite power and authority to enter into and to take all action which is contemplated by the Agreement; and (b) it has good and marketable title to the Easements and Equipment, and will continue to have good and marketable title thereto at the time of transfer of title thereto to the Water Company. REA agrees that at least 10 days prior to Closing, it shall deliver to the Water Company (i) a certificate executed by its President and Secretary certifying that its members have duly authorized the transfer to the Water Company of the Easements and Equipment, and (ii) that it has been authorized to deliver such discharges and/or subordination agreements by any mortgagees or other lienholders having an interest in the Common Properties which are necessary for REA to transfer to the Water Company good and marketable title to the Equipment and the Easements as required pursuant to Paragraph 3 herein.. The parties agree that the foregoing representations, warranties and agreements shall survive the Closing.

5. Representations and Warranties of the Water Company. The Water Company represents and warrants that (a) it has the requisite power and authority to enter into, and to take all action which is contemplated by the Agreement, subject to approval of New Hampshire Public Utilities Commission ("PUC") as provided in Paragraph 8 hereinbelow; and (b) the quality of its service, including the quality, quantity and pressure of the water provided to the 98 dwelling units, shall be consistent with applicable federal and state law and regulations. The parties agree that the foregoing representations and warranties shall survive the Closing.

6. Repairs and Maintenance. During the period of time that the Water Company or its successors or assigns owns and operates the Equipment, and pursuant to the terms of the Water Company's tariff in effect therefor, the Water Company shall (a) install and maintain metering equipment, repair mains and service lines and provide emergency repair service to Redfield Estates; and (b) maintain in good repair, at the customer's request, that portion of the service line located between the curb stop and the customer's dwelling unit, which portion of the service line is hereinafter referred to as the "Customer Portion", provided that the reasonable and customary cost of such repair and maintenance (including emergency repair service) of the Customer Portion is borne by the customer requesting such repairs. If the Water Company repairs leaks at the junction of the curb stop and the Customer Portion, said costs of repair shall be borne equally by the Water Company and the customer requesting such repairs.

7. Payment of Property Taxes. During the period of time that the Water Company owns and operates the Equipment, the Water Company

shall pay all property taxes assessed by the Town of Derry on the Equipment, and shall pay one-half of the property taxes assessed on Lots 9-30-99, 9-30-100, and 9-30-101. The Water Company shall indemnify and hold harmless REA from any and all said taxes.

8. Approvals of Public Utilities Commission. The Water Company shall petition the PUC for approval for the Water Company (a) to purchase the Equipment and Easements, (b) to provide water service to the 98 dwelling units located in Redfield Estates, and (c) to operate the Equipment and charge rates in accordance with the tariff in effect for the Water Company's East Derry consolidated community systems and/or "Drew Woods" consolidated community system as determined by the PUC in DR 89-120 and subsequent rate *PUC-1-800-852-37* *Chip Sullivan* proceedings, or as otherwise determined by the PUC in a separate rate proceeding applicable to REA. Any such proceedings shall include consideration of the payments made by the Water Company in accordance with the terms hereof. It is understood and agreed that commencing immediately after the Closing, the Water Company shall commence to provide water service to the 98 dwelling units. The parties will cooperate to the fullest extent with one another and with the PUC to facilitate the granting of such approvals as soon as it is reasonably practicable. If such approvals cannot be obtained within 18 months of the date hereof, then, the Water Company may terminate this Agreement in writing at any time thereafter, but, until and unless such termination shall occur, this Agreement shall remain in full force and effect.

9. Closing. Subject to each party being satisfied that the other's representations and warranties contained herein are true and in effect and that neither is party in breach of any of its

covenants and agreements, within 30 days after satisfaction of all obligations set forth in Paragraphs 2, 3, 4 and 5, and upon receipt of all necessary approvals from the PUC as provided in Paragraph 8 above, there shall be a closing ("Closing") at a mutually agreed time and place at which REA shall convey to the Water Company good and marketable title to the Easements by easement deed, and to the Equipment by bill of sale, in the forms attached as Exhibits A and B.

10. Default. If 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 cancelled, 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 hereto have caused this Agreement to be executed by their undersigned officers, duly authorized to do so on their behalf, all on the date first written above.

PENNICHUCK WATER WORKS, INC.  
By Its Vice President

Stephen J. Densberger  
Stephen J. Densberger,  
duly authorized

REDFIELD ESTATES ASSOCIATION

By: Thomas J. Hunt  
duly authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 15th day of February, 1991 by Stephen J. Densberger, Vice President of Pennichuck Water Works, Inc., a New Hampshire corporation, on behalf of the corporation.

Braley D. Davley  
Justice of the Peace/  
Notary Public

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 25th day of FEBRUARY, 1991 by Thomas J. Hunt, President of Redfield Estates Association, a New Hampshire voluntary corporation, on behalf of the corporation.

Sue Ellen Smulski  
~~Justice of the Peace~~  
Notary Public  
SUE ELLEN SMULSKI, Notary Public  
My Commission Expires October 23, 1993