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November 29, 2012

Mr. Richard Hall
Windham Meadows I & II Condominium Association
0 Brookview Road
Windham, NH 03087

Dear Mr. Hall:

Pennichuck East Utility, Inc. and Sun Coast Properties LLC and his subcontractor agree to the following conditions in conjunction with the extension of the existing 8" water main located in Brookview Road to Deacon Place on Windham Meadows I and II Condominium Association common land:

- 1) The Developer/contractor is responsible for maintaining one lane of traffic during construction of the water main extension.
- 2) The Developer/contractor is responsible for notifying the Windham Police and Fire Department of the one lane traffic restriction on Brookview Road during construction.
- 3) The Developer/contractor is responsible for calling Dig Safe.
- 4) The Developer/contractor will complete the installation of the water main across Brookview Road in one day.
- 5) The Developer/contractor will compact the trench backfill in 1 foot lifts.
- 6) The Developer/contractor will loam and seed the affected areas for this season
- 7) The Developer/contractor will sod the affected grass area in the spring 2013.
- 8) The Developer/contractor will rebase Brookview Road with a minimum of 12" of crushed gravel or match existing gravel, whichever is greater.
- 9) The Developer/contractor is responsible for cleaning and sweeping the entire road of any gravel due to construction.
- 10) The Developer/contractor will install binder pavement flush with the existing finish pavement for this winter
- 11) The Developer/contractor will saw cut the existing pavement before trenching and when the patch is installed the two joints along the patch will be sealed using a bituminous asphalt emulsion.
- 12) The Developer/contractor will install finish pavement in the spring of 2013, when asphalt plants open.

- 13) The Developer/contractor will post a Maintenance Bond in the amount of \$5,000 with Pennichuck East Utility to cover defects in materials and workmanship for a period of one year (1) year after their installation.
- 14) The Developer /contractor shall carry Comprehensive General Liability insurance with a minimum of \$5,000,000 for each occurrence. The insurance shall name the "Windham Meadows I & II Condominium Association" and "Pennichuck East Utility, Inc." as additional insured.
- 15) The Developer /contractor shall carry Automobile Liability insurance of \$1,000,000 for each accident. The insurance shall name the "Windham Meadows I & II Condominium Association" and "Pennichuck East Utility, Inc." as additional insured.
- 16) The Developer /contractor shall carry Worker's Compensation insurance in the amount \$500,000 for each accidental injury, \$500,000 for bodily injury by disease and a \$500,000 year policy. The insurance shall name the "Windham Meadows I & II Condominium Association" and "Pennichuck East Utility, Inc." as additional insured.
- 17) Pennichuck East Utility, Inc. shall carry insurance of the identical type and limits as detailed in paragraphs 14, 15 and 16 above. The insurance shall name the "Windham Meadows I & II Condominium Association" as an additional insured.
- 18) Pennichuck East Utility, Inc. warrants that the extension of the 8" water main to Deacon Place should not have any negative effect on supply and pressure to Windham Meadows I & II existing homes.

The above paragraphs 1 through 18 constitute the agreement in whole between Pennichuck East Utility, Sun Coast Properties LLC and the Windham Meadows I & II Condominium Association regarding the extension of the existing 8" water main on the Brookview Road to Deacon Place.

I have read the agreement above and agree with the terms stipulated within the letter agreement.

Phil LoChiatto

Donald Ware
Donald Ware

Its:

Its: Chief Operating Office

Date

Nov 29, 2012
Date

Witness

B/D 11-29-12
Witness