

United Water



United Water Connecticut
110 Kent Road
New Milford, CT 06776-3400
telephone 860-354-4118
facsimile 860-355-4788
kevin.moran@unitedwater.com

May 5, 2004

Mr. Scott Mathews
Laurel Ridge Associates
309 Kent Road
New Milford, CT 06776

SUBJECT: 309 Kent Road, New Milford, CT
Satellite Water System – Laurel View Estates

Dear Mr. Mathews:

Per your request United Water Connecticut (UWCT) wishes to confirm that it is willing and able to supply water service to the above project subject to, but not limited to, the following conditions:

- Water of suitable quantity and quality to supply the proposed satellite water system must be available to meet the requirements of the Connecticut Department of Public Health (DPH).
- All approvals needed for the subject water system, including DPH construction design approval, must be obtained prior to construction.
- All of the project's service requirements must be clearly made known and agreed to before entering into a satellite system construction agreement.
- The developer must advance to UWCT an initial advance to cover preliminary engineering and design as well as the full amount of the estimated construction cost of the proposed satellite water system prior to project start-up.

Additional terms and conditions will be contained in the Advance Refundable Agreement Plan

We look forward to working with you on this project.

Sincerely,

Kevin Moran,
Manager

KM:hs

c. Mike Crespan, Director of Health
Gary Lord
Don Distante, P.E. (via e-mail)

From: "Moran, Kevin" <Kevin.Moran@UnitedWater.com> To:
jsmath2@juno.com
Date: Wed, 12 Oct 2005 16:27:39 -0400 Subject: FW: Laurel Ridge

__> From: Moran, Kevin

> Sent: Wednesday, October 12, 2005 1:51 PM > To: 'jsmath2@juno.com'
> Cc: 'dsmith@rhiengineering.com'; Lord, Gary > Subject: Laurel Ridge >
> Scott, >

> This will confirm that UWCT is working on the plans needed for a main >
> extension to serve LR. We are proposing to extend a main from our existing
> system at the Twin Oaks condo's. This would be a 12 inch main but you >
> would only be charged for an 8 inch main. UWCT would pick up the >
> difference. Any off site hydrants, such as those that may be added along
> Rt. 7 between LR and Twin Oaks, would be paid for by the Town of New >
> Milford. >

> As I mentioned to you, we normally budget \$110 per foot for state road >
> main installations. Our engineering firm should be able to develop >
> construction prints for the interconnection in two weeks. My conversations
> with CT Department of Health confirms that they are currently viewing
> the
> interconnection as the primary means of supplying LR. Their approval would
> come very quickly if this option is chosen. >

Kevin

>
> ADDENDUM: Scott, >
> The Dunham Farm Project may be willing to move forward with their main >
> extension before it is actually needed. I would propose that, if they are
> willing to install their main now, so that you can tie onto to it and
> extend to Laurel Ridge, that you offer to contribute \$1 OaK to them. Once
> their main is in your cost to extend from them is approx. \$400K. A \$100K
> contribution to Dunham brings your cost to \$500K. If you are looking at
> \$600K+ to connect to Twin Oaks, you can still save some money and be >
> assured of water much sooner than waiting for satellite system approval
> from DPH. The approval to interconnect to the UWCT main system would be >
> almost immediate. >
> I'll keep you posted. >
> Kevin

June 4, 2010

Mr. Steven Houst, Manager
United Water Connecticut, Inc.
110 Kent Road
New Milford, CT 06776

Re: Advance Payment Agreement II, Laurel View Associates, Inc.

Dear Mr. Houst,

As you may know, this office represents Laurel View Associates, Inc. and Triple Three Builders, LLC in connection with the development of up to 40 housing units and related improvements on properties located at 309 and 319 Kent Road, New Milford. Laurel View Associates and Triple Three Builders have asked me to respond to your letter dated January 27, 2010.

My clients position is that United Water Connecticut is in breach of its contractual obligations under the Advance Payment Agreement II. It is also their position that United Water Connecticut is in breach of its obligations as an exclusive service provider under Section 25-33h-1(k)(2) of the Regulations of Connecticut State Agencies. The consequential damages to my clients are potentially enormous; and it would be in the best interests of all concerned, including United Water Connecticut, to move forward to insure that the water system is completed without further delay.

In 2004, United Water Connecticut indicated that it was willing and able to supply water service for the Laurel View and Laurel Ridge developments. In March, 2005, Laurel Ridge Associates, LLC paid United Water Connecticut the sum of \$10,000 for preliminary engineering and design. In August, 2005, United Water Connecticut provided my clients with the design data for the water system prepared by its engineering consultant, Roald Haestad, Inc. The design data included a list of "required" items, including the required size of an atmospheric storage tank and the required capacity of a required booster pump. Neither United Water Connecticut nor Roald Haestad, Inc. specified any requirement for radon treatment or for uranium removal. Moreover, based on test results from the water supply wells, I understand that the Department of Health does not presently require such treatment.

By 2009, a dispute existed regarding the performance and excessive costs incurred by United Water Connecticut in connection with the installation of approximately 1,220 feet of 6"

waterline pursuant to a Refundable Advance Payment Agreement, dated October 11, 2007. Despite the existence of that dispute, the parties resolved to temporarily set aside their differences and move the project forward. Laurel View agreed that it would complete the CPCN Phase I-A and Phase I-B application process. United Water Connecticut agreed that it would design the pump station and water storage tank and put that project out to bid. United Water Connecticut's agreement with respect to the pump station and water storage tank is reflected in the Advance Payment Agreement II, Laurel View Associates, LLC dated April 17, 2009.

Under the terms of the Advance Payment Agreement II, United Water Connecticut agreed to proceed with the design of the pump station and water storage tank with "due diligence" (Paragraph 4). When the terms of the agreement were being negotiated, Mr. Moran represented that the design work should be completed within not more than 60 to 90 days of the execution of the Agreement.

The Advance Payment Agreement also provides that the scope of the facility design "may not be changed except by a contract, in writing, signed by the parties" (Paragraph 13). The Agreement makes no mention of designing for radon treatment or for uranium treatment facilities - and that work was never mentioned by United Water Connecticut during the discussions leading up to the execution of the Agreement. The Advance Payment Agreement includes the scope of services (Schedule A) to be completed pursuant to the Agreement. The fee quoted by CCA, LLC for this work is \$26,000. The price did not include designing for radon removal or designing for uranium removal.

You indicate that CCA, LLC has billed United Water Connecticut a total of \$29,238.25; and for the first time provide the invoices for this work. On the face of CCA's invoices, it appears that invoices 10214 and 10348, totaling \$7,728.75, relate to the design work called for by the Advance Payment Agreement II. From the invoices, however, it also appears that substantially all of the remaining work performed by CCA, LLC was related to modifications to the original design to provide first, for radon removal and later for uranium removal. This work was well beyond the scope of the work contemplated by the Advance Payment Agreement II and is not an expense for which my clients are liable. I also note that CCA's original \$26,000 price for design services includes substantially more work that has been concluded to date - specifically the work covered by steps 4 through 12 set forth on Schedule A.

You point out the language in Paragraph 2 that states that the design must be "to the satisfaction of the Company". It is my clients' position that this language does not authorize United Water Connecticut to unilaterally change the scope of the design criteria by adding requirements for radon treatment and uranium treatment. Paragraph 2 states that the cost of the engineering consulting and design services provided by CCA are "limited to those set forth in Schedule A and Schedule B attached hereto."

In addition, the completion of the design and submission of the Phase II application has been delayed by United Water Connecticut for at least six months. This constitutes a breach of United Water Connecticut's obligation to pursue the design of the pump station and water storage tank with "due diligence".

By your letter, you appear to indicate that United Water Connecticut will not execute an written confirmation that it has received a copy of the Phase II application and that it is prepared to assume responsibility for the water system once it is completed. My clients accept the fact that United Water Connecticut will not purchase the water system, and that Mr. Mathew's letter of December 24th stating that the water system will be offered "for proper compensation" was ill advised. My clients, however, are not willing to compensate United Water Connecticut for work or expenses that exceed their original contractual obligation. Nor are they willing to tolerate the delays caused by United Water Connecticut with respect to the pump station and storage tank design.

Section 25-33h-1(k)(2) of the Regulations of Connecticut State Agencies requires United Water Connecticut to provide water service to consumers within a reasonable time frame of a request. In May, it will be five (5) years since United Water Connecticut first agreed to provide such service. United Water Connecticut's refusal to cooperate in securing such service because of the existing dispute regarding United Water Connecticut's performance under the Advance Payment Agreement II is in bad faith and in violation of its statutory and regulatory duties as the exclusive service provider for New Milford.

You state that discussions to resolve this dispute are contingent on my client's first paying United Water Connecticut the sum of \$12,220.75 to satisfy invoices 10764 and 10899. That demand is unacceptable as it will require my clients to pay a total of \$42,220.75 on CCA bills totaling only \$29,238.25. It is also unacceptable because a substantial portion of that expense was unilaterally incurred by United Water Connecticut for work that is outside the scope of Advance Payment Agreement II.

Notwithstanding the forgoing, my clients are willing to meet with United Water Connecticut to try to resolve these issues prior to filing suit. They remain willing to work with United Water Connecticut to reach an acceptable and reasonable compromise. If you wish to pursue this option, please have your counsel contact me immediately to set up a meeting. To facilitate any discussion, it would be helpful for CCA, LLC to provide more specificity as to what portions of its bills are attributable to the scope of work called for by the Advance Payment Agreement II and what portions are attributable to changes in the scope of work related to radon treatment and uranium treatment.

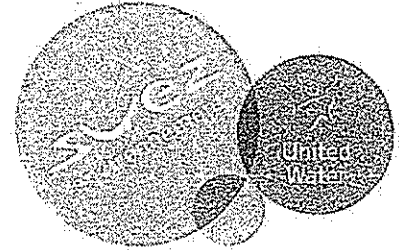
Sincerely,

Jeffrey B. Sienkiewicz

JBS/jbs

pab\land use\ laurel ridge\Hough #1

cc: Ted D. Backer, Esq.
Christopher V. Mathews



January 27, 2010

Mr. Christopher V. Mathews
Triple 3 Builders, LLC &
Laurel View Associates, LLC
333 Kent Road
New Milford, CT 06776

**Re: United Water Connecticut Inc.
Laurel View Associates, LLC
319 Kent Road, New Milford**

Gentlemen:

On December 24, 2009, Triple 3 Builders, LLC sent a termination letter (hereinafter termination letter) to United Water Connecticut Inc. (United Water) with respect to United Water's involvement regarding the partially constructed water system proposed to serve Laurel View Estates Condominium Development situated upon 5.290 acres on map entitled: "Zoning Location Survey Prepared for John Scott Mathews U.S. Route 7 Aug. 10, 2007". The termination letter stated that "Triple 3 Builders LLC will no longer need the services of United Water to complete the approval process of the Laurel Ridge/View Water System." Prior to the termination letter, United Water and Laurel View Associates, LLC had entered into Agreement dated April 17, 2009, entitled Advance Payment Agreement II. United Water notes for information that the Advance Payment Agreement II, dated April 17, 2009, was executed by Laurel View Associates, LLC, and by Triple 3 Builders, LLC, John Scott Mathews and Christopher V. Mathews (members). The termination letter to United Water was sent by Christopher Mathews, Managing Member of Triple 3 Builders, LLC.

That Advance Payment Agreement II required United Water to retain CCA, LLC, pursuant to the Engineering Consulting Agreement with CCA, LLC, attached to the April 17, 2009 Advance Payment Agreement, to design the domestic water pump station and water storage tank for the Laurel View Estates Condominium Development. Paragraph 2 of the Agreement states, "the Applicant will advance the Company, ... Thirty Thousand Dollars (\$30,000.00) deemed to be necessary as the estimate to design the subject Facilities to the satisfaction of the Company which amount the Company estimates to be the cost of design of said Facilities, including any overhead cost to the Company such as legal expenses."

The Agreement continues:

“With respect to this Advance Payment Phase II Agreement, the Applicant hereby agrees to pay over to the Company the full amount set forth above at the time of signing this Agreement. If the actual cost of the Design Work and related work exceeds the estimate, then the Applicant will advance to the Company the difference within 30 days of receipt of notification.”

CCA Invoices, as set forth below, for Work to Date pursuant to Advance Payment Agreement II total \$29,238.25:

<u>Invoice No.</u>	<u>Amount</u>
10214	\$ 6,523.75
10348	\$ 1,205.00
10462	\$ 1,932.50
10560	\$ 7,162.50
10556	\$ 193.75
10764	\$ 5,920.50
10899	\$ 6,300.25

In response to that December 24, 2009 Triple 3 Builders' termination letter, United Water, on or about December 29, 2009, United Water requested the civil engineering firm, CCA, LLC, to stop work on the pump station and water tank design, for the hereinabove condominium project which engineering design work was being done by CCA pursuant to Advance Payment Agreement II.

Please be advised by this letter United Water is requesting \$12,220.75 for payment of outstanding CCA invoices for work undertaken for the design of the pump station and tank prior to United Water's receipt of the December 24th termination letter from Triple 3 Builders, LLC. The amount consists of an outstanding invoice of \$5,290.00, per CCA Invoice No. 10764, and \$6,300.25 for work completed up to December 29, 2009 when CCA, on United Water's instructions upon receiving your letter dated December 24, 2009, stopped work based upon your termination.

Therefore, the amount outstanding to CCA is \$12,220.75 and United Water hereby requests a check in that amount be forwarded to United Water to pay CCA, LLC.

For information purposes only, CCA has advised United Water that as far as the proposed design for future additions to pump house to accommodate a uranium remediation system, CCA estimates their design costs are an additional \$6,000.00. However, if Triple 3 Builders were to obtain local zoning approval for the "addition", the cost is estimated at \$4,800.00. This is to confirm that United Water has not authorized that work.

Further, as the Advance Payment Agreement II provides, United Water is entitled to legal expenses and overhead, a portion of which have already been paid as part of the \$30,000.00 payment referred to hereinabove. United reserves the right to collect the balance of the funds it is owed under Advance Payment Agreement II for overhead and legal costs up to the date of the December 24, 2009 termination letter.

With respect to the basis of your recession, as to "inability to complete services in a timely manner, and mishandling of funds", United Water respectfully but vigorously disagrees.

As indicated with respect to the Agreement dated April 17, 2009, CCA, LLC, the civil engineer hired by United was retained specifically at Triple 3's request and direction because CCA was the civil engineer on the Laurel View Condominium Project.

By June 30, 2009, CCA had spent 24 hours working on the project (see Invoice 10214). In July, CCA spent another nine hours. In August, they spent another 13.5 hours. In September, additional 7.6 hours were spent in addition to work done by outside consultant CT Consulting Engineers, P.C. In September, only one hour was spent on the project. In October and November, 13 hours were spent by CCA, including time spent for modifying attic space for radon removal system (which all parties agreed was appropriate), and pump station report for DPUC Phase II. In December, 12.75 hours were also spent on engineering related matters and CAD work (see attached Invoices Nos. 10764, 10656, 10560, 10461, 10348, 10214 and 10899).

United Water must point out that based on the radon and uranium levels in the water, for the prospective public health protection of the residents of the Laurel Ridge units, the water system and, therefore, the pump station design, should have the capacity for radon treatment (which all parties, including Triple 3, agrees) and, in the event the uranium levels in the water from the wells on the Laurel View Condominium site went above the governmental treatment standard for uranium, there should be an expansion area designed on the site plan within the pump house structure and approved by the local zoning officials so that the expansion of the pump house could be subsequently constructed and the uranium treatment system could be installed promptly.

Your letter states:

"Triple 3 Builders LLC will continue on to seek approvals independently until otherwise advised by the State of Connecticut Department of Health (DPH) and Public Utilities Commission. Triple 3 Builders LLC will be working directly with DPH and DPUC without participation of United Water. Once approvals are achieved and construction is completed the water system will be offered at proper compensation to Triple 3 Builders LLC."

Please be advised, that the Connecticut Legislature has amended Connecticut General Statute §12-262m.

The Statute states:

“an application for a certificate of public convenience and necessity shall be on a form prescribed by the Department of Public Utility Control...and accompanied by a copy of the applicant’s construction...plans...and when an exclusive service area provider has been determined pursuant to Section 25-33g a copy of the signed ownership agreement between the applicant and provider for the exclusive service area...detailing those terms and conditions under which the system will be constructed...and for which the provider will assume service and ownership responsibilities”.

The new 16-262m amendment set forth in Public Act 09-220 continues:

When an exclusive service area provider has been determined pursuant to section 25-33g, the application shall also be accompanied by a written confirmation from the exclusive service area provider, as the person that will own the water supply system, that such exclusive service area provider has received the application and is prepared to assume responsibility for the water supply system subject to the terms and conditions of the ownership agreement. Written confirmation from the exclusive service area provider shall be on a form prescribed by said department.

This is to confirm that United Water has not executed a “written confirmation” as required by statute to assume responsibility for the Laurel Ridge Water Supply System (subject to conditions of an ownership agreement and conveyance of proper easements, including sanitary radius easements) and further has not entered into any ownership Agreement with Laurel View Associates, LLC and /or Triple 3 Builders, LLC.

For information, the Advance Payment Agreement II dated April 17, 2009 which was terminated by Triple 3 letter dated December 24, 2009, contemplated, among other matters, a framework towards acceptance of the Water Supply System, assuming the Design was approved by United Water. The Agreement at Paragraph 5A stated:

"Once the Laurel View Satellite Water System is completed, approved and permitted by appropriate governmental agencies and accepted by United Water Connecticut Inc. (and conveyed to it by document agreeable to Applicant and Company for no additional consideration) it is understood and agreed that the Company will supply and the Applicant will take water from said Water System..."

Also please note in response to your December 24, 2009 letter that states that the Water System "once constructed" will be offered to United Water for proper compensation, United Water does not pay compensation to developers for newly constructed satellite water systems constructed by the developer to serve a new real estate development. For information, pursuant to Connecticut Department of Public Utility Control decisions and long standing practice, the existing United Water customer base is not permitted to expend water utility funds to pay for acquisitions with respect to developer funded new satellite systems.

If you would like to revisit the Advance Payment Agreement II that was terminated by your letter on December 24, 2009, United Water would welcome a discussion of this matter subject to payment of the funds that are due CCA for its design work. Furthermore, a written Rider to the Advance Payment Agreement II would be required to be executed by the parties indicating among other provisions your agreement to reinstate the Advance Payment Agreement II dated April 17, 2009, and realistic dates for conclusion of the Design Phase and future payment of appropriate charges, including CCA design work charges to complete the pump station and water tank design.

Also, if you require time to pay the CCA charges, please let us know.

Very truly yours,

UNITED WATER CONNECTICUT INC.

By



Steven Houst, Its Manager

cc: Suzanna Fridman – DPUC
Cindy Sek – DPH
Steve Sullivan – CCA, LLC
Attorney Ted D. Backer
Attorney Roy Krueger

TRIPLE 3 BUILDERS, LLC

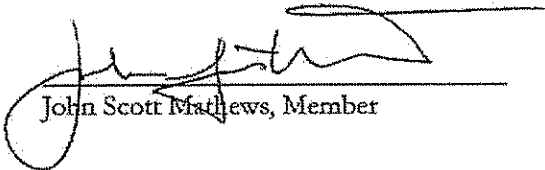
May 5, 2010

Attorney Jeff Sienkiewicz
Sienkiewicz & McKenna, P.C.
9 South Main Street
New Milford, CT 06776


Dear Jeff:

It has become in hindsight, abundantly and painfully clear that had United Water Co. performed as required regarding the first and second RAP Agreements dated October 11 2007 and April 17, 2009 and prepared the plans for the pump house and the Phase II application of the CPCN with "due diligence" in 60 to 90 days Triple 3 Builders, LLC would **NOT** be in the situation it finds itself in today. (see attached letter prepared by Attorney Jeff Sienkiewicz) Chris Mathews asked United Water Co. to have the plans and application prepared as soon as possible in order to send it to the State DPUC and DPH for review along with reviewing the Phase I B application which is allowable under the statutes. Scott Mathews repeatedly asked for the plans and application to be prepared and sent e-mail after e-mail to Steve Sullivan of CCA stating Triple 3 Builders, LLC would like to **start construction** of the pump house by no later than Thanksgiving, 2009. Scott Mathews received the foundation permit to start construction of the pump house on October 29, 2009 in anticipation of this (see attached). Had Triple 3 Builders, LLC been able to start construction on or about Thanksgiving, 2009 the pump house would most likely be complete by now and the unit (Unit 30, Building 7) that has a deposit on it could have been started and would eventually be ready to close on for the first sale to start generating cash flow. Please advise ASAP as to any and all legal remedies to pursue regarding these damages. Thank you.

Sincerely,



John Scott Mathews, Member



Christopher Mathews, Managing Member

Kevin Moran
Vice President, Manager

110 Kent Road, New Milford, CT 06776-3400
Tel: 860-354-4118 • Fax: 860-355-4788
kevin.moran@unitedwater.com

July 25, 2008:

Mr. Scott Mathews
Mr. Christopher Mathews
Triple 3 Builders, LLC
333 Kent Road
New Milford, CT 06776

Subject: Laurel Ridge Project, New Milford, CT
Acceptance of proposed well locations

Dear Sirs,

This will confirm that United Water Connecticut Inc. (UWCT) is satisfied with the design to date of the proposed satellite water system and the well sites as set forth on CCA Map entitled: "Site Plan Prepared for Laurel View Associates, LLC, 309 Kent Road, Route 7, New Milford, Connecticut, Date 8/4/03, Rev. 7/9/08, 6/13/08, 3/3/08, 10/25/07, 7/31/07, 4/19/05, 1/5/05, 10/12/04, 8/30/04, 7/19/04, 5/25/04, Scale 1" = 40', Map No. 1679, Sheet S1 Drawn by SCS, CCA, LLC", being proposed for the Laurel Ridge residential project on Route 7, New Milford, CT.

Per an email from DPH Engineer Patricia Bisacky, Environmental Analyst 2 Department of Public Health on July 21, 2008, the following must be complied with.

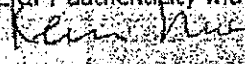
2. Per Section 16-262m-8(e)(1)(D) of the Regulations of CT State Agencies, we will require that the easement/ownership agreement be fully executed.

Be advised that the acceptance of the wells as stated above is contingent upon receipt of a fully executed Easement/Ownership Agreement from the appropriate property owners of the Laurel Ridge parcel including a subordination of any mortgage holder interest to the Easement/Ownership rights, UWCT no later than August 29th. A failure to provide the Agreement will mean that UWCT will withdraw from any involvement with the project and will notify the CT DPH of this fact.

This letter is subject to Connecticut Department of Health (DPH) approval of the project to date. As previously discussed for UWCT to proceed, the second phase engineering payment of \$26,000.00 for CCA LLC is required to proceed with the second phase of the project design which includes a treatment building, tanks, pumps and other appurtenances.

A second Refundable Advance Payment Plan Agreement will be required by UWCT upon completion of the previously referred to engineering design and approvals.

Sincerely,

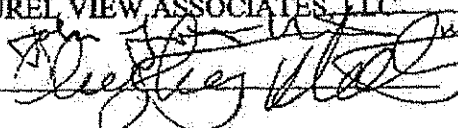
E-Signed by kmoran
VERIFY authenticity with ApproveIt


Kevin Moran,
Manager

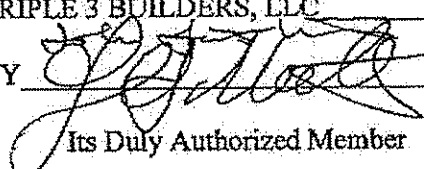
KM:hs

The terms of his letter are acceptable to the undersigned.

Date: July 25, 2008

LAUREL VIEW ASSOCIATES, LLC
BY  MEMBER
MANAGER
Its Duly Authorized Member

Date: July 25, 2008

TRIPLE 3 BUILDERS, LLC
BY  MEMBER
MANAGER
Its Duly Authorized Member

**WATER SYSTEM AGREEMENT
BETWEEN LAUREL VIEW ASSOCIATES, LLC,
TRIPLE 3 BUILDERS, LLC AND
UNITED WATER CONNECTICUT INC.**

This Water System Agreement (this "Agreement") made this _____ day of May, 2010, by and between LAUREL VIEW ASSOCIATES, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, and having an office and place of business at 309 Kent Road, New Milford, Connecticut, 06776, ("Laurel View"), TRIPLE 3 BUILDERS, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, and having an office and place of business at 333 Kent Road, New Milford, Connecticut, 06776, and UNITED WATER CONNECTICUT, INC., a corporation organized and existing under the laws of the State of Connecticut, and having an office and place of business at 110 Kent Road, New Milford, Connecticut, 06776 ("United Water").

WHEREAS, by Refundable Advance Payment Agreement dated October 11, 2007, by and between Triple 3 Builders, LLC and United Water Company, Inc., United Water Connecticut, Inc. agreed, at the cost of Triple 3 Builders, LLC, to construct approximately 1,220 lineal feet of six (6) inch ductile iron water pipe and associated appurtenances to serve 28 residential customers on property owned by Triple 3 Builders, Inc. more particularly described on Declaration Schedule A-1, attached hereto, and to supply water from said facilities for all domestic, commercial, industrial and fire service required for said premises, all as more particularly set forth in said Agreement; and

WHEREAS, by Advance Payment Agreement II, Laurel View Associates, LLC, dated April 17, 2009, by and between Laurel View Associates, LLC, Triple 3 Builders, LLC and United Water Connecticut, Inc., Inc., United Water Connecticut, Inc. agreed, at the cost of Laurel

View Associates, LLC, to design a water pump station, water storage tank, water mains and appurtenances for the so-called Laurel View Satellite Water System to be constructed on land owned by Laurel View Associates, LLC and to supply water from said facilities for all domestic, commercial, industrial and fire service required for said premises and for the premises owned by Triple 3 Builders, LLC, all as more particularly set forth in said Agreement; and

WHEREAS, the Advance Payment Agreement II, Laurel View Associates, LLC, dated April 17, 2009, contemplated that Laurel View Associates, Inc. would be financially responsible for the design and construction of additional water main facilities to become a part of the Laurel View Satellite Water System, to serve 12 residential customers on property owned by Laurel View Associates, LLC as more particularly described on Declaration Schedule B-1, attached hereto; and

Whereas, the United Water Connecticut, Inc. has now completed the design of the water pump station, water storage tank, water main, interconnection and appurtenances for the Laurel View Satellite Water System as necessary to serve the premises owned by Triple 3 Builders, LLC; and

Whereas Laurel View Associates, LLC has installed three water supply wells on its premises that have received Certificate of Public Convenience and Necessity Phase I-B approval from the Connecticut Department of Public Health and has granted United Water Connecticut, Inc. perpetual sanitary well radius protection easements by instrument dated October 27, 2008 recorded at Volume 967, Page 342 of the New Milford Land Records; and

WHEREAS, the parties have agreed that Triple 3 Builders, LLC should complete the construction of the Laurel View Satellite Water System facilities as necessary to serve the premises owned by Triple 3 Builders, LLC, including the water pump station, the water storage

tank and the piping, appurtenances and interconnection necessary to have a properly functioning water system in accordance with the design and specifications for said facilities that have been submitted to, and as may be modified and approved by, the Connecticut Department of Public Health and Connecticut Department of Public Utility Control pursuant to the CPCN Phase II application for said facilities (DPUC Docket # 05-09-17; DPH Project #2005-0257); and
and

WHEREAS, the Properties are situated within the exclusive service area of United Water, as defined by State of Connecticut statutes and regulations and the Housatonic Water Utility Coordinating Committee; and

WHEREAS, United Water Connecticut, Inc., pursuant to this Agreement, as the exclusive service provider for the geographic area within which the Properties are situated, shall serve the Properties through the Laurel View Satellite Water System and Facilities (as defined herein) to be constructed by Laurel View Associates, LLC and Triple 3 Builders, LLC on the Properties; and

WHEREAS, the parties understand that the Laurel Ridge (Triple 3 Builders, LLC) and the Laurel View (Laurel View Associates, LLC) projects may, in the discretion of the owners, be constructed and sold in two separate phases; and

WHEREAS, Laurel View Associates, LLC, Triple 3 Builders, LLC and United Water Connecticut, Inc. desire to memorialize their understanding with respect to the Laurel View Satellite Water System and to comply with Connecticut P.A. 09-220.

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

1. (a) Laurel View Associates, LLC shall submit the plans, specification and application that have been prepared by United Water Connecticut, Inc. for the DPUC Phase II application of the Certificate of Public Convenience and Necessity (CPCN) to the CT DPH and CT DPUC for approval (water pump station, water storage tank and the piping, appurtenances and interconnection necessary to serve the premises owned by Triple 3 Builders, LLC). United Water Connecticut, Inc. agrees that it will promptly provide all information or documentation necessary to the proper processing or prosecution of said application. United Water shall have the right to comment upon any changes in the plans or specification (hereafter "Design") required or requested by these governmental agencies. United Water Connecticut, Inc. shall respond to any governmental design modification comments or request within three (3) business days of receipt. United Water Connecticut, Inc. shall simultaneously provide a copy of all such comments, responses or other communications to Laurel View Associates, LLC and to the design engineer, CCA, LLC.

(b) Following approval of said DPUC Phase II application, Triple 3 Builders, LLC agrees that it shall construct, at its sole cost and expense, and not as an agent for or joint venturer with United Water Connecticut Inc., the approved facilities in accordance with the approved design. Triple 3 Builders, LLC agrees that, except for minor field changes that are approved by the Design Engineer, it shall not relocate the approved facilities from the locations depicted on the approved plans without the written consent of United Water Connecticut, Inc., and, if required, the consent of the CT DPH and CT DPUC. As to the SCADA System called for in the approved design, Triple 3 Builders, LLC shall use, or require the use of an installation and equipment subcontractor approved by United Water Connecticut, Inc. All other contractors

performing work necessary to construct and complete the Laurel View Satellite Water System shall be properly licensed by the State of Connecticut.

(c) Triple 3 Builders, LLC agrees that it shall retain qualified inspector(s) acceptable to United Water Connecticut, Inc., which acceptance shall not be unreasonably denied, or the Design Engineer (CCA, LLC), to inspect the facilities (water pump station, water storage tank and piping, appurtenances and interconnection) during construction no less frequently than monthly and to provide written progress inspection reports to United Water Connecticut, Inc. and to Triple 3 Builders, LLC. In addition, United Water Connecticut, Inc. shall have the right, at its sole cost and expense, to cause the facilities to be inspected from time to time during construction, and agrees that it shall promptly notify the Design Engineer and Triple 3 Builders, LLC of any deficiencies that are noted in the construction of said facilities, it being the intent of the parties that they work cooperatively to assure the proper and prompt construction of said facilities.

(d) United Water Connecticut, Inc. agrees that upon certification by the Design Engineer that the approved facilities (water pump station, water storage tank and the piping, appurtenances and interconnection necessary to serve the premises owned by Triple 3 Builders, LLC) are substantially complete and operable, that it shall take control of said facilities for the purpose of providing water service to customers as contemplated by the Refundable Advance Payment Agreement dated October 11, 2007. To the extent that the ownership of the facilities has not yet been transferred or necessary water line and facility easements have not yet been granted, Laurel View Associates, LLC and Triple 3 Builders, LLC grant United Water Connecticut, Inc. a license to operate said system for said purpose until such time as the facilities and easements are formally transferred to United Water Connecticut, Inc. United Water

Connecticut, Inc. shall have the right to participate in any inspections of said facilities by the Design Engineer for purposes of determining substantial completion, and to participate in the development of the Design Engineer's punch list of items necessary to achieve final completion.

(e) Upon certification by the Design Engineer that the approved facilities (water pump station, water storage tank and the piping, appurtenances and interconnection necessary to serve the premises owned by Triple 3 Builders, LLC) have been constructed in accordance with the approved plans and specifications and that final completion of said facilities has been achieved, Triple 3 Builders, LLC and Laurel View Associates, LLC shall transfer ownership of the water mains, pump station, storage tank, wells and water system appurtenances to United Water Connecticut, Inc. by appropriate bill of sale; and if not previously provided, shall grant United Water Connecticut, Inc. any necessary easements for the maintenance, repair and replacement of such water system facilities.

2. (a) Laurel View Associates, LLC and Triple 3 Builders, LLC shall be responsible for all cost and expense of obtaining approval of the DPUC Phase II application for the water pump station, water storage tank and the piping, appurtenances and interconnection necessary to serve the premises owned by Triple 3 Builders, LLC. Triple 3 Builders, LLC shall be responsible for any and all costs of construction of such facilities including, but not limited to, permit costs, construction costs, capital equipment costs, including SCADA equipment, inspection costs, water system testing costs and water system chlorination costs with respect to the said facilities and the costs of any modifications to the Design Plans required by the CT DPUC or CT DPH.

(b) United Water Connecticut, Inc. shall be responsible for the payment of the design costs of the DPUC Phase II facilities as follows: a) \$6,110.37 shall be paid to CCA, LLC using United Water Connecticut, Inc. funds; b) up to \$30,000 in additional design costs shall be paid to CCA, LLC from funds deposited by Triple 3 Builders, LLC and Laurel View Associates, LLC with United Water Connecticut, Inc. pursuant to the Payment Agreement II, Laurel View Associates, LLC, dated April 17, 2009; c) if the CCA, LLC design costs incurred to date are less than \$36,110.37, United Water Connecticut, Inc. shall, within 30 days of the date hereof, reimburse Triple 3 Builders, LLC such portion of the \$30,000 as is unexpended as contemplated by the Payment Agreement II, Laurel View Associates, LLC, dated April 17, 2009; d) if the CCA, LLC design costs incurred to date are greater than \$36,110.37 such “excess” costs shall be paid by Triple 3 Builders, LLC and Laurel View Associates, LLC. In addition United Water Connecticut, Inc. shall be responsible for its own costs incurred in connection with the design, approval, inspection and acceptance of the DPUC Phase II facilities and the previously constructed water main facilities located on the property of Triple 3 Builders, LLC.

(c) Triple 3 Builders, LLC agrees that it will require a one year general warranty from the general contractor as part of its contract for the construction of the water pump station, water storage tank and the piping, appurtenances and interconnection necessary to serve the premises owned by Triple 3 Builders, LLC. and to assign said warranty to United Water Connecticut, Inc. upon transfer of such facilities.

3) The transfer of title and of any remaining easements necessary to the proper operation, maintenance, repair and replacement of the Laurel View Satellite Water System as constructed through the date of transfer, shall occur at the mutual convenience of the parties in New Milford Connecticut within 30 days following certification by the Design Engineer that the approved

facilities (water pump station, water storage tank and the piping, appurtenances and interconnection necessary to serve the premises owned by Triple 3 Builders, LLC) have been constructed in accordance with the approved plans and specifications and that final completion of said facilities has been achieved. As part of such transfer, Triple 3 Builders, LLC and Laurel View Associates, LLC, agree to provide the following:

(a) an accounting of the expenses paid by either Triple 3 Builders, LLC or Laurel View Associates, LLC for the design and construction of said approved DPUC Phase II facilities;

(b) unless a payment bond has been required of the general contractor for the protection of subcontractors and materialmen, mechanics lien waivers executed by all contractors, subcontractors and materialmen engaged in the construction of said approved facilities;

(c) a subordination of any mortgage or other monetary lien that may have priority over the easements and facilities to be conveyed to United Water Connecticut, Inc.;

(d) As-built drawings of the approved facilities (water pump station, water storage tank and the piping, appurtenances and interconnection) as constructed by Triple 3 Builders, LLC.;

(e) A Class A-2 survey depicting the water main, pump station and water tank easement(s) not previously granted to United Water Connecticut, Inc.;

(f) an affidavit by a principal of Laurel View Associates, LLC and an affidavit by a principal of Triple 3 Builders, LLC that all known costs and expenses for the design and construction of the DPUC Phase II approved facilities (water pump station, water storage tank and the piping, appurtenances and interconnection) are paid or bonded and that there are no anticipated or pending claims, litigation, liens, or inchoate liens with respect to such facilities;

(g) municipal personal property taxes on the Laurel View Satellite Water System facilities are to be paid in full through the date of closing;

(h) copies of any reports that were filed with governmental agencies during construction shall be provided to United Water Connecticut, Inc. not later than the closing;

(i) copies of all warranties and manuals required by the approved design plans or specifications;

(j) such other documents as may be necessary or required by CT DPH or CT DPUC, or other governmental agencies (if any) or as reasonably requested by United Water, as part of the transfer of title of the Laurel View Satellite Water System Facilities;

(k) an assignment of all CPCN Phase I-A, Phase I-B and Phase II permits and approvals obtained by Laurel View Associates, LLC or and Triple 3 Builders, LLC as of the date of transfer.

4. Following the transfer of title, United Water shall be entitled, in its sole and absolute discretion, to utilize the Laurel View Satellite Water System Facilities, including the wells, to provide water service to other customers of United Water Connecticut, Inc. whom are not customers on the properties now owned by Triple 3 Builders, LLC and Laurel View Associates, LLC, provided, however, that the ability of said system to provide water service to 28 residential customers on the property of Triple 3 Builders, LLC and 12 residential customers on the property of Laurel View Associates, LLC is not impaired. It is expressly anticipated that Triple 3 Builders, LLC will provide an easement to Christopher Mathews to allow water services to be provided to premises know as 329 Kent Road now owned by him.

5. This Agreement does not include any provision for the design or construction of the water main system that will be necessary to provide water service to the 12 residential units to be constructed on the property owned by Laurel View Associates, Inc. that will be served by the Laurel View Satellite Water System. With respect to that portion of the water system, the parties

agree that they shall in good faith negotiate an additional agreement to be on terms generally consistent with the existing agreements.

6. (a) Except as to the obligations set forth in Paragraph 2(b) regarding the payment of the design costs for the DPUC Phase II facilities, this Agreement shall not constitute a novation of the Advance Payment Agreement II, Laurel View Associates, LLC, dated April 17, 2009, by and between Laurel View Associates, LLC, Triple 3 Builders, LLC and United Water Connecticut, Inc., Inc., nor a release of any claims for damages that Laurel View Associates, LLC and Triple 3 Builders, LLC, or either of them, may have against United Water Connecticut, Inc. for failure to properly and timely perform its obligations under that Advance Payment Agreement II in accordance with the terms and conditions set forth therein. With respect to the obligations set forth in Paragraph 2(b) regarding the payment of the design costs for the DPUC Phase II facilities, such payment arrangement shall not constitute an admission of liability nor give rise to any inference that United Water Connecticut, Inc. has breached said Advance Payment Agreement II.

(b) In addition, this Agreement shall not constitute a novation of the Refundable Advance Payment Agreement dated October 11, 2007, by and between Triple 3 Builders, LLC and United Water Company, Inc. nor a release of any claims for damages that Triple 3 Builders, LLC may have against United Water Connecticut, Inc. for failure to properly and timely perform its obligations under that Refundable Advance Payment Agreement in accordance with its terms , including any claim based on the failure to properly expend and account for the funds deposited for the preliminary design (\$10,000.00) and for the final design and construction (\$137,364.00) of facilities pursuant to that Agreement.

7. United Water Connecticut, Inc. hereby make the following representations and warranties, each of which shall be true and correct for the period from the date hereof through and as of the date of the transfer of title to the Laurel View Water System Facilities: The execution, delivery and performance of this Agreement by United Water Connecticut Inc. has been duly and validly authorized and will constitute a valid and legally binding obligation of United Water Connecticut Inc. enforceable in accordance with its terms.

8. Laurel View Associates, LLC and Triple 3 Builders, LLC hereby make the following representations and warranties, each of which shall be true and correct for the period from the date hereof through and as of the date of the transfer of title to the Laurel View Water System Facilities: The execution, delivery and performance of this Agreement by Laurel View Associates, LLC and Triple 3 Builders, LLC has been duly and validly authorized and will constitute a valid and legally binding obligation on the part of Laurel View Associates, LLC and Triple 3 Builders, LLC.

9. The parties recognize and agree that performance of the obligation of United Water Connecticut, Inc. to supply water service to customers on the properties on Triple 3 Builders, LLC and Laurel View Associates, LLC pursuant to this Agreement is contingent up the Connecticut Department of Public Health and/or the Connecticut Department of Public Utility Control issuing a Certificate of Public Convenience and Necessity authorizing the use as a public water supply of the facilities and wells previously constructed by United Water Connecticut, Inc. and to be constructed by Triple 3 Builders, LLC. The parties agree to fully cooperate with each other and with the Connecticut Department of Public Health and the Connecticut Department of Public Utility Control as necessary to secure such Certificate.

10. (a) In the event that during the construction phase Laurel View Associates LLC and Triple 3 Builders, LLC on the one part, and United Water Connecticut, Inc. on the other part, receive any material correspondence or orders from governmental agencies concerning the construction, design or future use of the Laurel View Satellite Water System, the party in receipt of such correspondence or order shall notify all other parties in writing within three (3) business days of receipt of same. The parties agree that they will work together in good faith to resolve the issue or issues raised by such correspondence or order.

(b) Within three (3) business days of receiving knowledge thereof, Laurel View Associates LLC and Triple 3 Builders, LLC on the one part, and United Water Connecticut, Inc. on the other part, shall notify each other in writing of any lawsuit, claim, order, proceeding or investigation that may be threatened, brought, asserted or commenced (a) involving any transaction contemplated by this Agreement or (b) which might have a material adverse effect on the Water System and Facilities, the obtaining governmental approvals, or the transfer thereof to United Water Connecticut, Inc. The parties agree that they will work together in good faith to resolve the issue or issues raised by such lawsuit, claim, order, proceeding or investigation.

(c) Notice shall be given in writing as follows:

As to Laurel View Associates, LLC and Triple 3 Builders, LLC to

Triple 3 Builders, LLC
Laurel View Associates, LLC
Attn: Christopher Mathews
333 Kent Road
New Milford, CT 06776

As to United Water Connecticut, Inc. to

United Water Connecticut, Inc.
Attn: Steven Houst, Manager
110 Kent Road
New Milford, CT 06776

United Water Connecticut, Inc.
Attn: John Telesco, Director of Operations
110 Kent Road
New Milford, CT 06776

11. This Agreement shall only be assigned with the written approval of all of the parties to the Agreement. It is expressly agreed that this Agreement may be assigned by Triple 3 Builders, LLC and Laurel View Associates, LLC to Naugatuck Valley Savings and Loan Association.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, and any action hereunder shall be brought in the Connecticut Superior Court for the Judicial District of Litchfield at Litchfield.

13. In the event the CT DPH requires a Certificate of Public Convenience and Necessity to be issued in the name of United Water Connecticut, Inc. as a water company pursuant to Connecticut General Statutes and CT DPH Regulations, United Water Connecticut, Inc. shall permit same provided Laurel View Associates, LLC and Triple 3 Builders, LLC are not in default of the provisions of this Agreement.

14. Neither party shall be responsible for any resulting loss or damages if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by riots, wars, terrorist acts, acts of enemies, national emergency, strikes, floods, fires, acts of God, or by any other cause not within the control of the party whose performance is interfered with which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes enumerated above or not.

15. In the event Laurel View Associates, LLC obtains the DPUC Phase II Approval as contemplated by this Agreement and fails to convey the Laurel View Satellite Water System

and Facilities to United Water Connecticut, Inc. within a reasonable time after the terms and conditions of this Agreement are satisfied, and provided that United Water Connecticut, Inc. remains the exclusive service provider designated to provide water service to the properties owned by Triple 3 Builders, LLC and Laurel View Associates, LLC, then in such event, United Water Connecticut, Inc. may pursue its remedies under law and equity, including obtaining specific performance of the obligations of Laurel View Associates, LLC and Triple 3 Builders, LLC to convey the permits, the facilities that have been constructed and the necessary water system easements to United Water Connecticut, Inc. In the event Laurel View Associates, LLC obtains the DPUC Phase II Approval as contemplated by this Agreement and Triple 3 Builders, LLC constructs the Laurel View Satellite Water System Facilities as required by this Agreement and United Water Connecticut, Inc. fails to accept and operate the Facilities as required herein, then Laurel View Associates, LLC and Triple 3 Builders, LLC may pursue their remedies under law and equity, including obtaining specific performance of the obligations of United Water Connecticut, Inc. hereunder. It shall be presumed in any such action that the non-breaching party has no adequate remedy at law and is entitled to equitable relief. In any such action, the prevailing party shall be entitled to recover litigation costs, including a reasonable attorney's fee.

16. This Agreement may be amended only by a writing signed by the parties.

17. This Agreement is binding upon the parties hereto and their successors and assigns. Nothing in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates as shown below as of the date first above written.

Signed, Sealed and Delivered

LAUREL VIEW ASSOCIATES, LLC

By: _____
Printed: John Scott Mathews,
Its Duly Authorized Member

By: _____
Printed: Christopher Mathews,
Its Duly Authorized Member

TRIPLE 3 BUILDERS, LLC

By: _____
Printed: John Scott Mathews,
Its Duly Authorized Member

By: _____
Printed: Christopher Mathews,
Its Duly Authorized Member

United Water Connecticut Inc.

By: _____
Steven Houst,
Its Duly Authorized Manager

State of Connecticut :
: ss. New Milford
County of Litchfield :

On this, the ____ of May, 2010, before me, the undersigned officer, personally appeared John Scott Mathews and Christopher Mathews, who acknowledged themselves to be members of Laurel View Associates, LLC, a Connecticut limited liability company, and that they, as members, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public
Commissioner of the Superior Court

State of Connecticut :
: ss. New Milford
County of Litchfield :

On this, the ____ of May, 2010, before me, the undersigned officer, personally appeared John Scott Mathews and Christopher Mathews, who acknowledged themselves to be members of Triple 3 Builders, LLC, a Connecticut limited liability company, and that they, as members, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public
Commissioner of the Superior Court

Declaration Schedule A-1

DESCRIPTION OF LAND INCLUDED IN LAUREL RIDGE ESTATES

All that certain tract, piece of parcel of land, situate in the Town of New Milford, County of Litchfield, State of Connecticut, on the southerly side of U.S. Route 7 containing 11.572 acres, more or less, and being particularly shown as 'Parcel B 11.572 ± Acres' on a certain map entitled Map showing Lot Line Revisions of Laurel Pond Subdivision Map Prepared for John Scott Mathews U.S. Route 7 a.k.a. Kent Road New Milford, Connecticut Scale 1"=60' February 5, 2001", last revised March 3, 2005, and certified substantially correct as a Class A-2 Survey by Robert L. Hock, R.L.S. #8499, which map is on file in the office of the Town Clerk of the Town of New Milford as Map 3108.

Said Premises are subject to

- a. Any and all provisions of any ordinance, municipal regulation, or public or private law.
- b. Taxes due to the Town of New Milford, including any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
- c. Gas Transmission Easement in favor of Iroquois Gas Transmission System, L.P. dated January 4, 1991 and recorded in Volume 431 at Page 502 of the New Milford Land Records.
- d. Electric Distribution Easement granted by John Scott Mathews to the Connecticut Light & Power Company dated June 21, 1988 and recorded at Volume 392 at Page 827 of the New Milford Land Records.
- e. Special Permit #2004-28 issued by the New Milford Zoning Commission to allow excavation, processing and use of earth material and to import fill materials recorded at Volume 939, Page 1199 of the New Milford Land Records.
- f. Effect of Declaration of Restrictive Covenants dated October 10, 1997 and recorded in Volume 567 at Page 427 of the New Milford Land Records.
- g. Easement(s) to be granted to the Connecticut Light & Power Company, Inc. and/or other public utility companies for the construction, maintenance and control of underground and above ground utility lines, pipes, wires, ducts, conduits and other facilities serving the Community, and the right of access, by vehicle or otherwise, thereto.
- h. Easement(s) to be granted to the United Water Connecticut, Inc. or such other water company that may be available to service the Community for the purpose of installing water supply wells, storage tanks, pump houses, and water supply pipes, hydrants and equipment, and including the right to construct, maintain, replace and control of such facilities, and including the right of access, by vehicle or otherwise, thereto.
- i. An easement of access to be granted to Mathews Realty Corporation for the benefit of premises known as 329 Kent Road to provide access to 329 Kent Road from the entrance road serving Laurel Ridge Estates, said easement to be located northerly of Building I
- j. Declaration of Inland Wetlands and Watercourses by Triple 3 Builders, LLC dated 2007, recorded at Volume _____, Page _____ of the New Milford Land Records.

k. Pond Outlet, Drainage and Maintenance Easement to be established by and between Declarant and owner of Laurel View Estates.

Declaration Schedule B-1

All that certain tract, piece of parcel of land, situate in the Town of New Milford, County of Litchfield, State of Connecticut, on the southerly side of U.S. Route 7 containing 5.290 acres, more or less, and being particularly shown as "Parcel A 5.290 ± Acres" on a certain map entitled Map showing Lot Line Revisions of Laurel Pond Subdivision Map Prepared for Joim Scott Mathews U.S. Route 7 a.k.a. Kent Road New Milford, Connecticut Scale 1 " = 60' February 5, 2001", last revised March 3, 2005, and certified substantially correct as a Class A-2 Survey by Robert L. Hock, R.L.S. #8499, which map is on file in the office of the Town Clerk of the Town of New Milford as Map 3108.

EXCEPTFNG THEREFROM, a parcel of land containing 705 square feet, more or less, acquired by the State of Connecticut by Certificate of Condemnation dated July 13, 2006 and recorded at Volume 909, Page 52 of the New Milford Land Records. The premises affected by said taking are depicted on a map filed as Map #3282 on file in the Office of the New Milford Town Clerk.

Said Premises are subject to

- a. Any and all provisions of any ordinance, municipal regulation, or public or private law.
- b. Taxes due to the Town of New Milford, including any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
- c. Gas Transmission Easement in favor of Iroquois Gas Transmission System, L.P. dated January 4, 1991 and recorded in Volume 431 at Page 502 of the New Milford Land Records.
- d. Electric Distribution Easement granted by John Scott Mathews to the Connecticut Light & Power Company dated June 21, 1988 and recorded at Volume 392 at Page 827 of the New Milford Land Records.
- e. Special Permit #200428 issued by the New Milford Zoning Commission to allow excavation, processing and use of earth material and to import fill materials recorded at Volume 939, Page 1199 of the New Milford Land Records.
- f. Effect of Declaration of Restrictive Covenants dated October 10, 1997 and recorded in Volume 567 at Page 427 of the New Milford Land Records.
- g. Easement(s) to be granted to the Connecticut Light & Power Company, Inc. and/or other public utility companies for the construction, maintenance and control of underground and above ground utility lines, pipes, wires, ducts, conduits and other facilities serving the Community, and the right of access, by vehicle or otherwise, thereto.
- h. Easement(s) to be granted to the United Water Connecticut, Inc. or such other water company that may be available to service the Community for the purpose of installing water supply wells, storage tanks, pump houses, and water supply pipes, hydrants and equipment, and including the right to construct, maintain, replace and control of such facilities, and including the right of access, by vehicle or otherwise, thereto.
- i. Temporary construction easement and right to enter for purpose of constructing sedimentation controls in favor of the State of Connecticut as contained in a Certificate of Condemnation dated July 13, 2006 and

recorded in Volume 909 at Page 52 of the New Milford Land Records and as depicted on a map filed as Map #3282 on file in the Office of the New Milford Town Clerk.

j. Declaration of Inland Wetlands and Watercourses by Laurel View Associates, LLC dated _____ 2007, recorded at Volume , Page _____ of the New Milford Land Records.

k. Pond Outlet, Drainage and Maintenance Easement to be established by and between Declarant and owner of Laurel View Estates.

Kevin Moran
Vice President, Manager

UNITED WATER CONNECTICUT
110 Kent Road, New Milford, CT 06776-3400
Tel: 860-354-4118 • Fax: 860-355-4788
kevin.moran@unitedwater.com

April 22, 2008

Mr. Scott Mathews
Mr. Christopher Mathews
Triple Three builders
333 Kent Road
New Milford, CT 06776

Subject: Laurel Ridge Project, New Milford, CT

Dear Sirs,

This will confirm that United Water Connecticut Inc. (UWCT) is satisfied with the design to date of the proposed satellite water system and the well sites as set forth on CCA Map entitled: "Site Plan Prepared for Laurel View Associates, LLC, 309 Kent Road, Route 7, New Milford, Connecticut, Date 8/4/03, Rev. 3/3/08, 10/25/07, 7/31/07, 4/19/05, 1/5/05, 10/12/04, 8/30/04, 7/19/04, 5/25/04, Scale 1" = 40', Map No. 1679, Sheet S1 Drawn by SCS, CCA, LLC", being proposed for the Laurel Ridge residential project on Route 7, New Milford and is prepared to continue with engineering design and approval for the project subject to receipt of the second phase engineering advance of Thirty Thousand Dollars (\$30,000.00) to cover the remaining engineering for the project design.

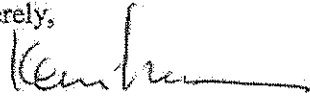
Subject to Connecticut Department of Health (DPH) approval of the project to date and the second phase engineering payment, UWCT will proceed with the second phase of the project design which includes a treatment building, tanks pumps and other appurtenances.

A second Refundable Advance Payment Plan Agreement will be required by UWCT upon completion of the previously referred to engineering design and approvals.

Further, UWCT will require that provision be made on the Laurel Ridge project parcel for the approved location of the future well as shown on the CCA Site Plan referred to hereinabove and that the cost of the installation and tie-in of that well, should it become necessary in United's sole discretion, as a result of additional customers requesting service (namely an existing restaurant and other residential and commercial buildings) will be paid for by Mathews Realty Co.

If these terms are agreeable to you please sign below indicating your acceptance and send a copy to both us and DPH. It is our understanding that DPH is ready to approve the existing wells.

Sincerely,



Kevin Moran,
Manager

KM:hs

The terms of this letter are acceptable to the undersigned.

Name: Cheryl Albrecht Date: 5/1/08

Name: John Scott Matthews member Date: 4-30-08

With regard to paragraph 4 which mentions Mathews Realty, the undersigned hereby accepts the terms stated:

Name: Cheryl Albrecht Date: 5/1/08

Name: N/A Date: _____