

SETTLEMENT AGREEMENT

This Agreement, dated as of this 14th day of April, 2021, is made by and between the Summer Reach Condominium Trust care of The Dartmouth Group, 4 Preston Court, Suite 101, Bedford, Massachusetts 01730 (the "Condominium Trust"), and Summer Reach LLC, (the "Developer"), of 8 Pleasant Street, Suite A2, South Natick, Massachusetts.

WHEREAS, the undersigned "Trustees" are the current duly elected Board of Trustees of the Condominium Trust, the organization of Unit Owners of the Summer Reach Condominium (the "Condominium"), a Condominium established pursuant to M.G.L.c.183A, and by Master Deed recorded with the Plymouth Registry of Deeds; and

WHEREAS, Developer has built and developed 112 units in various buildings at the Condominium, as well as a clubhouse, victory gardens and all common area improvements related thereto (said buildings and common area improvements being collectively hereinafter referred to as the "Developer's Improvements"); and

WHEREAS, the Trustees claim that there are certain design and/or construction defects or deficiencies relating to the Developer's Improvements (the "Alleged Deficiencies"); and

WHEREAS, Developer disputes any such allegations as concerns Alleged Deficiencies; and

WHEREAS, notwithstanding the apparent disagreement of the parties with respect to the Alleged Deficiencies, the parties nonetheless wish to make a full and final settlement of any and all claims against the Developer with respect thereto, whether now known or unknown, and, by this Agreement, intend and desire to memorialize the terms of their full and final settlement;

NOW, THEREFORE, in consideration of the covenants, terms and provisions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Trust and the Developer agree as follows:

(1) Upon execution of this Agreement, the Trust shall release the Developer and shall indemnify the Developer against Unit Owner claims for the common areas by executing and delivering to Developer an original of the Release and Indemnification Agreement attached hereto as Exhibit A. The Release and Indemnification Agreement shall be expressly subject to the exceptions and conditions set forth therein.

(2) Upon execution of this Agreement, the Developer shall release the Trust by executing and delivering to its counsel an original of the Release attached hereto as Exhibit B. The Developer's Release shall be expressly subject to the exceptions and conditions set forth therein.

(3) Developer shall perform remedial work (hereinafter referred to as the "Developer's Work") upon the Developer's Improvements in accordance with the Chart and Punch List attached hereto as Exhibits C, and in accordance with the following terms and conditions:

- (i) The Developer's Work shall be carried out by the Developer and its subcontractors at the Developer's sole cost and expense, in accordance with lawfully-issued permits and approvals, and completed in a good and workmanlike manner, utilizing only new, first-quality materials and where necessary as approved by the "Independent Inspector" named hereinafter.
- (ii) The parties hereto have agreed on the identity of an independent inspector (the "II"), who shall be Zach Basinski of Bracken Engineering of Bourne, Massachusetts. In the event that the Trust and the Developer do not agree that certain elements of the Developer's work were performed satisfactorily, or if certain items listed on Exhibit C hereof are identified as being subject to review by the II (the "II Work Items"), then in either of those two cases the responsibilities of the II will be to inspect the Developer's Work to determine if the work has been performed satisfactorily and to authorize the release of funds by the Escrow Agent, as hereinafter defined, once the II has inspected and approved the applicable components of the Developer's Work. The Fees charged by the II shall be paid on a 50/50 basis by the Developer and the Trust.
- (iii) Whenever the review and approval of the II is requested, said approval by the II of the scope of work will not be unreasonably withheld. Where a variety of effective remedial methods are appropriate, the Developer shall be permitted to implement the method chosen by the Developer if agreed upon by the II.

With respect to the repair work to which the Developer has agreed, the parties acknowledge that, as a material factor in the Developer's agreement to the terms set forth in this Settlement Agreement, some of its subcontractors will have agreed to provide some work either free of charge or at below market rates. This fact will have no impact on and will not alter the amounts to be released to the Developer by the Escrow Agent as set forth on Exhibit C, upon completion of items listed on Exhibit C.

In the event that the II and the Developer cannot come to an agreement regarding the scope of work necessary to accomplish the tasks set forth in Exhibits C, the issue shall be submitted to a third party in accordance with the Dispute Resolution Mechanism set forth in Paragraph 7 herein.

- (iv) The Condominium Trust has prepared and delivered to the Developer a final comprehensive list of the common area repair work (the "Repair List") it believes is the responsibility of the Developer to repair. No items

may be added to this list by the Condominium Trust after the date hereof. The parties hereto agree to negotiate with each other in good faith to finalize the Repair List by no later than March 8th, 2021. If the parties do not agree on the final Repair List by said date they shall submit their disputed items to an arbiter pursuant to the terms of Section 7 hereof for a final and binding resolution.

- (v) Once the parties hereto have agreed upon and finalized the Repair List, the Developer will assign a dollar amount to each item on the list, which amounts are subject to approval by the Trust, which approval shall not be unreasonably withheld or delayed; however, the parties hereto agree that the dollar amount, to be attributed as the cost of performing each individual repair shall be based on the actual cost to the Developer of performing the work at issue and shall not be based on what the cost might be if charged by an arms-length third party. If the Developer and the Trust are unable to reach agreement on the dollar amount of any one or more items on the list, then those specific items shall be submitted to the II for a determination of the specified dollar amounts, which determination shall be final and binding on the Developer and Trust. As individual items of repair work are completed and where the Trust agrees that they have been so completed the dollar amount listed on Exhibit C for such repair(s) shall be released to the Developer. However, where the Trust does not agree that such item has been properly completed, then the II will inspect them and will either (i) authorize the release of funds from escrow by the Escrow Agent to the Developer in an amount equal to the stated value of the applicable work as previously agreed to in the Repair List or (ii) notify the Developer in what detailed respects the repair work is inadequate. The determination by the II that any items of repair work have been completed and that the applicable funds should be released to Developer shall not be subject to review by the Condominium Trust; however, if the Condominium Trust disputes whether the applicable repair work was satisfactorily completed they may appeal the issue of whether the performance of the work at issue was properly performed by invoking their rights under Section 7 hereof. Similarly, the Developer shall have the same right to appeal pursuant to the terms of Section 7 hereof a determination by the II that any one or more repairs were not adequately performed. The II shall not authorize the release to the Developer of the final \$10,000 held in escrow, until the completion of all work on the Repair List. The dollar amounts specified on Exhibit C shall represent the amount to be released to the Developer upon completion of each item listed thereon, regardless of whether the actual cost of such repair was higher or lower than the dollar amount specified on Exhibit C.

- (vi) Within two weeks after reaching agreement with the Condominium Trust (or within one week after a third party has made a decision on the scope of work pursuant to the Dispute Resolution Mechanism set forth in Paragraph

7 herein), the Developer shall provide the Trust with a written work schedule indicating where the Developer shall be working and when.

- (vii) Provided that the Condominium Trust provides timely access to the exterior of the buildings and exterior of the Units as required by the Developer to complete the Developer's Work, and subject to weather conditions, the Developer shall commence work no later than two weeks after the scope and cost of work has been finalized as described above. Subject to provision of timely access to the exterior of the buildings and exterior of the Units as required by the Developer to complete the Developer's Work, and subject to weather conditions, the Developer shall use best efforts to complete the work within ninety days of commencement. If the Developer requires access to the interior of any units, the Trust will assist the Developer to gain access but access cannot be guaranteed. Provided that the Condominium Trust provides timely access to the exterior of the buildings and the exterior of the Units, the Developer's Work shall diligently continue without interruption through completion (subject, however, to delays and/or interruptions beyond Developer's reasonable control).

- (4) Escrow. Upon the execution of this Agreement by both parties the Town of Plymouth shall promptly turn over the One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) now held by it as a cash surety to Dolph J. Vanderpol of Kotin, Crabtree & Strong, LLP (the "Escrow Agent"). This \$125,000 (the "Escrow Amount") will be held to secure the Developer's obligation to perform the work itemized on the Repair List, and to pay the Developer for the performance of said work. If the stated cost of completing the work described on the Repair List as determined hereunder exceeds \$125,000, then the Developer shall supplement the Escrow Amount with an amount equal to said excess within 5 business days after the funds have been turned over to the Escrow Agent. If the stated cost of completing the work described on the Repair List as determined hereunder is less than \$125,000, then the Escrow Agent shall pay said shortfall to the Developer within five (5) business days after the original Escrow Amount has been turned over to the Escrow Agent. Escrow Agent shall be authorized to rely on all directives given by the Developer and the Trust (relying on the signature of the Treasurer or Chairperson in the case of unforeseeable circumstances rendering the Treasurer unavailable) on the signature page hereof) and of the II to disburse funds held by it in escrow, and the Escrow Agent's obligations shall be as set forth herein. The Escrow Agent has agreed to assume its responsibilities hereunder as an accommodation to the parties hereunder. The Condominium Trust acknowledges that the Escrow Agent has acted as Developer's counsel and hereby agrees to waive any related conflict. The Escrow Agent shall not be liable for its performance of its obligations hereunder unless such conduct constitutes gross negligence or willful misconduct. The fees of the Escrow Agent for performing its obligations

hereunder shall be paid for exclusively by the Developer and no part of such fees shall be paid by the Condominium Trust.

- (5) Repair Work. The Repair List with agreed upon costs to repair each item on the list is attached hereto as Exhibit C in its final form. The performance of the repairs on Exhibit C and the release to Developer of the corresponding dollar amount of the cost of each repair from the Escrow Funds shall all be governed by the terms of this Agreement.
- (6) Completion of Work. Upon completion of the Developer's Work as described above, the Developer shall provide a Notice of Completion of Work ("Developer's Notice") to the Trust and to the II. Within fourteen (14) days after the Developer's Notice, the Developer and the II shall schedule and complete a final inspection at which the II shall either certify that those items of the Developer's Work for which the II was expressly responsible hereunder for review have been completed, or specify those items that need to be completed. Promptly upon the Developer's completion of any such remaining work so specified, the II shall certify that the Developer's Work has been completed. The certification by the II shall be in the form set forth in Exhibit D, attached hereto. The Condominium Trust shall accept all work so certified as completed by the II by countersigning the certification where indicated, subject to the next Paragraph. All those items of the Developer's Work not expressly made subject to review by the II herein, shall only be subject to review by the Trust, who shall not unreasonably withhold their consent and who shall adhere to the same procedures set forth for the II above and whose certification shall be in the form set forth in Exhibit E, attached hereto. If the Developer and the Trust are unable to agree that certain items on Exhibit C have been completed, then the II shall make such determination in lieu of the Trust, all to be conducted consistent with the procedures set forth above for II review. The execution of the II certification or of a certification by the Trust for those items not subject to review by the II, either pursuant to this Paragraph (6) or pursuant to Paragraph (7) herein, shall be treated by the parties as full satisfaction of the Developer's obligations to complete the Developer's Work under Paragraph (3) of this Agreement whereupon the final \$10,000.00 of Escrowed Funds shall be released to the Developer. In the event that the Developer defaults hereunder beyond any applicable notice and cure period, which shall in no event be less than thirty (30) days, then any and all funds then remaining in escrow shall be paid over to the Trust, which shall be the sole and exclusive remedy available to the Trust hereunder.
- (7) Dispute Resolution Mechanism. In the event that (a) the II and the Developer disagree on the scope of work necessary to effectively complete the Developer's Work in accordance with Paragraph 3 herein, or (b) in the event that the II fails or refuses to make the certification described herein,

or (c) in the event that the II does not accept the work as completed (which acceptance shall not be unreasonably withheld), (d) in the event that the Trust fails or refuses to issue the certification set forth on Exhibit E, hereto or (e) any other claim or dispute arises out of the terms of this Agreement, the disputing parties shall either (i) forthwith engage a mutually agreed upon independent consultant as an independent arbiter to resolve the issue presented or (ii) shall resolve said dispute pursuant to arbitration performed pursuant to the rules of the American Arbitration Association (the "AAA") as then in effect (the decision maker in either case to be referred to herein as the "Arbiter"). In the event that the Trust and Developer cannot mutually agree on the format for dispute resolution, then the rules and procedures of the AAA shall govern. Notwithstanding the foregoing, in no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by this Agreement or by the applicable statutes of limitation. Furthermore, in no event shall the Arbiter chosen to arbitrate this dispute have less than 5 years of experience in the field of multi-unit residential home construction or arbitration of disputes relating thereto. The cost of such Arbiter shall be paid in accordance with the Arbiter's decision, or failing such, equally by the parties. The reward rendered by the Arbiter shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

If the parties determine to resolve their dispute through the use of an independent consultant as the Arbiter, but cannot agree on the identity of an independent consultant, the individuals who were selected by the parties shall promptly choose an alternate consultant who is free of conflict of interest and who has at least five years' experience in multi-unit residential construction. The parties' (or his/her alternate's) determination of the appropriate scope of work and/or the completion of work shall be final and binding. Should the parties' "Arbiter" (or his/her alternate) determine that the Developer's Work has been completed in accordance with this Agreement, the Arbiter (or his/her alternate) shall sign the II's certification, and the Condominium Trust shall countersign, signifying its acceptance of the Developer's Work. The Developer and the Condominium Trust shall each be responsible for one half of the Arbiter's (or the alternate's) fees for any services he/she performs under this Paragraph.

- (8) Subject to the foregoing, and except as to issues concerning the Developer's compliance with the terms of this Settlement Agreement, the Developer hereby agrees to indemnify and forever hold harmless the Trust against any and all third-party claims (including reasonable costs of legal defense) that arise solely from the Developer's performance of the Developer's Work hereunder, and/or from liens asserted for nonpayment

of labor and/or materials in connection with the Developer's Work. The Developer must also provide lien releases from the contractors for the work completed in connection with the Developer's Work.

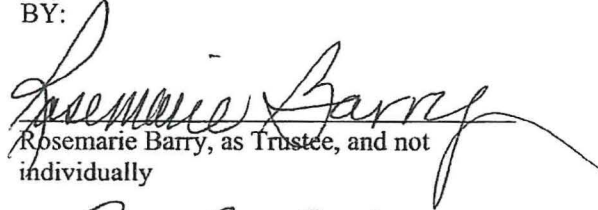
- (9) In the event that an issue arises concerning the Developer's obligations under this warranty, this shall not void the Settlement Agreement or render the Condominium Trust's Release and Indemnification Agreement void. Rather, the parties shall submit the issue to the mutually agreed independent engineering consultant (or his/her alternate) for a final and binding determination of whether the Developer's Work was performed in accordance with the terms and provisions of this Settlement Agreement. The independent engineering consultant's (or his/her alternate's) fees shall be paid in the manner set forth in Paragraph 7.
- (10) The parties acknowledge that, in making this Agreement, the Developer makes no admission of wrongdoing, and no wrongdoing shall be inferred. It is the intention of the parties that, to the extent reasonably possible, the terms of this Agreement shall remain confidential as between the parties and their consultants in this matter. Nothing herein shall be construed to preclude the Condominium Trustees from informing Unit Owners of the contents of this Agreement or from discussing the Agreement with them.
- (11) This Agreement may be modified only by an instrument in writing, duly executed by the parties hereto.
- (12) The laws of the Commonwealth of Massachusetts shall control all questions relating to this Agreement.
- (13) Each and every party to this Agreement acknowledges that he, she or it has had a reasonable opportunity to consult with legal counsel of his, her or its choice prior to executing this Agreement, and that each party executes this Agreement knowingly and voluntarily.
- (14) To the extent that any signatory hereto executes this Agreement in a representative capacity, each such signatory hereby represents and warrants that he or she does so as expressly authorized and directed by such party or entity, and that such party or entity has taken any and all action required by law or by its operative legal documents to authorize the execution and performance of this Agreement.
- (15) This Agreement may be executed in duplicate counterparts, which, when taken together (with its Exhibits), shall constitute one integrated Agreement.
- (16) This Agreement shall take effect as an instrument under seal, sets forth the entire agreement of the parties except as otherwise set forth herein, and

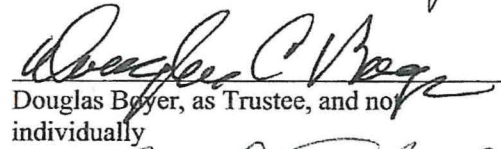
shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

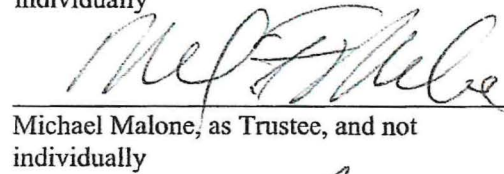
Witness our hands and seals as of the date first set forth above.

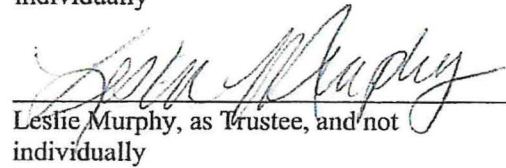
THE SUMMER REACH
CONDOMINIUM TRUST

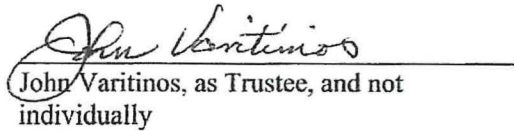
BY:


Rosemarie Barry, as Trustee, and not
individually


Douglas Boyer, as Trustee, and not
individually


Michael Malone, as Trustee, and not
individually


Leslie Murphy, as Trustee, and not
individually


John Varitinos, as Trustee, and not
individually

SUMMER REACH LLC

By: 
Lloyd Geisinger

Its: Manager and not individually
(Duly Authorized)

EXHIBIT A

RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned Trustees of Summer Reach Condominium Trust, under Declaration of Trust dated August 25th, 2017 and recorded with the Plymouth County Registry of Deeds in Book 48862, Page 164, which Condominium Trust is the organization of Unit Owners of the Summer Reach Condominium, a condominium established pursuant to Massachusetts General Laws Chapter 183A, and Master Deed dated August 25th, 2017 and recorded with said Registry of Deeds in Book 48862, Page 118, as amended to date and the various promises and undertakings contained in a certain Settlement Agreement dated as of APRIL 14, 2021, and executed and delivered simultaneously herewith (the "Settlement Agreement"), on behalf of themselves as Trustees, on behalf of said Trust, and on behalf of any and all successors, assigns, and/or any and all individuals or entities claiming by, through, or under said Trust ("collectively, the Releasing Parties"), do hereby remise, release and forever discharge Summer Reach LLC, its current and former affiliates, parents, subsidiaries, owners, officers, directors, partners, contractors and subcontractors, agents, employees, successors, and assigns (the "Released Parties") of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damage and any and all claims and liabilities whatsoever of every name and nature both in law and in equity which against the Released Parties they, the Releasing Parties ever had or now have against the Released Parties, whether acting as developers, trustees or otherwise, concerning or relating to the Summer Reach Condominium, including without limitation its construction, design, marketing, financial management, and/or development, whether now known or unknown, and whether or not heretofore alleged, from the beginning of time to the date hereof.

The parties acknowledge and agree that the foregoing release does not apply to, and does not release, claims that parties *other* than the Releasing Parties (as defined above) may have, including claims that individual unit owners may have. Nevertheless, subject to the exception set forth herein, the Condominium Trust hereby agrees to indemnify, defend and forever hold harmless the Released Parties, jointly and severally, from and against any and all claims, losses or damages, including without limitation reasonable costs of legal defense, arising out of or resulting from any claim, action, or proceeding brought by any one or more of the Unit Owners at the Summer Reach Condominium concerning or associated with the Common Areas and Facilities of the Summer Reach Condominium (including, without limitation, any condition, or matter specifically addressed in the Settlement Agreement dated APRIL 14, 2021); concerning any condition manifesting itself in an individual unit that has its source in or is caused by a condition in the Common Areas and Facilities; and/or concerning any of the work performed on individual units as part of the Developer's Work under the Settlement Agreement dated APRIL 14, 2021.

Specifically exempted from this agreement to indemnify, defend, and hold harmless are any personal injury claims of unit owners which might be brought against the Released Parties. The Releasing Parties warrant and represent that they have not been made aware of any such unit owner claims. As to such unit owner claims, the Released Parties reserve all rights and defenses.

The obligation of the Condominium Trust to indemnify and hold harmless the Released Parties hereunder in any instance is expressly conditioned upon the following:

- (a) Prompt and timely written notice to the Condominium Trust by any Released Party receiving notice of any claim, including without limitation, court actions, regulatory proceedings, arbitration/mediation, demand letters, service of process and/or written communications identifying a claim for which indemnification may be sought hereunder;
- (b) A reasonable opportunity for the Condominium Trust to defend any such matter employing legal counsel of the Condominium Trust's choice, for which such notice is given; and
- (c) Reasonable cooperation with the Condominium Trust, its legal counsel, agents and employees, in the defense of any such matter, by any and all Released Parties seeking indemnification hereunder.

The foregoing release and indemnification provisions are not intended to release or excuse the Developer from the performance of its obligations hereunder or under the Settlement Agreement dated APRIL 14, 2021 which obligations remain in full force and effect. These release and indemnification provisions are effective and fully enforceable, however, upon delivery to the Developer, and are not held in abeyance either until the Developer's Work is certified as completed, or until the one year warranty period has expired. Moreover, the release and indemnification provisions shall remain in effect even in the event that an issue arises concerning the Developer's compliance with the warranty provided under the Settlement Agreement, it being the parties' intention to treat such issues according to the Dispute Resolution Mechanism provisions set forth in Paragraph 7 of the Settlement Agreement.

The undersigned hereby acknowledge that this Release and Indemnification Agreement pertains to the resolution and compromise of disputed claims by the said Condominium Trust against the Released Parties, and that the parties' settlement is not to be construed as an admission of liability on the part of the Released Parties, by whom liability is expressly denied.

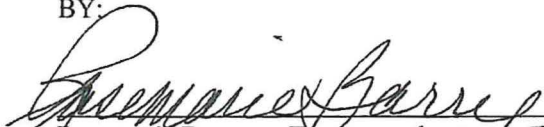
The undersigned hereby confirm that they are duly authorized to bind the Trust to the foregoing terms, including the indemnification provisions herein, and that they

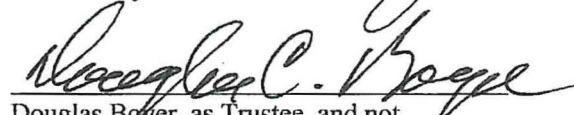
have read the provisions hereof and consulted with legal counsel of their choice in connection herewith.

Witness our hands and seals as of the 14 day of April 2021.

THE SUMMER REACH
CONDOMINIUM TRUST

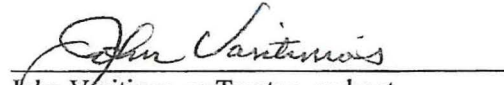
BY:


Rosemarie Barry, as Trustee, and not
individually


Douglas Boyer, as Trustee, and not
individually


Michael Malone, as Trustee, and not
individually


Leslie Murphy, as Trustee, and not
individually


John Varitinos, as Trustee, and not
individually

SUMMER REACH LLC

By: 
Lloyd Geisinger

Its: Manager and not individually
(Duly Authorized)

EXHIBIT B

DEVELOPER'S RELEASE

Subject to the reservations of rights set forth herein, the undersigned Summer Reach LLC ("SRLLC"), on its own behalf and on behalf of its affiliates, parents, subsidiaries, owners, officers, directors, partners, contractors and subcontractors, agents, employees, successors, and assigns claiming by, through, or under SRLLC (the "Releasing Parties"), for good and valuable consideration (including One Dollar (\$1.00) and the mutual promises set forth in the Settlement Agreement dated April 14, 2021), the receipt and sufficiency of which is hereby acknowledged, hereby agrees to forever remise, release and discharge the past, present and future Trustees of the Summer Reach Condominium Trust (hereinafter collectively referred to as the "Released Parties") of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damage and any and all claims and liabilities whatsoever of every name and nature, both at law and in equity, which the Releasing Parties ever had or now have, from the beginning of time to the date hereof, regarding the Summer Reach Condominium, including without limitation any claims pertaining to the Released Parties' acts and/or omissions relating to the said Condominium.

Notwithstanding the foregoing, this Release shall not apply to any rights, claims, or causes of action which the Releasing Parties may have pursuant to the Settlement Agreement executed April 14, 2021 or pursuant to any of its Exhibits, including the Release and Indemnification Agreement executed simultaneously therewith. This Release shall not apply, and shall not prevent any of the Releasing Parties, their agents, servants, employees, successors, assigns, officers, directors, owners, or partners from making any claim or defense against any party, including any Unit Owner, who first asserts a claim against any of them.

The undersigned hereby acknowledges that this Release pertains to the resolution of disputed claims, and that any payment is not to be construed as an admission of liability by the Released Parties, by whom liability is expressly denied.

The undersigned hereby confirms that it has executed the foregoing after having conferred with legal counsel of its choice.

Executed as an instrument under seal as of the 16 day of April, 2021.

SUMMER REACH LLC

By: _____

Lloyd Geisinger, Manager
(Duly Authorized)

EXHIBIT C
DEVELOPER'S WORK

Exhibit C - Repair List				<u>LEGEND</u>	***	No work proposed - Cash Payment Only
April 13th, 2021					++	Work Item Subject to Review by Independent Inspector (II Work Item)
<u>Street</u>	<u>Number</u>		<u>Original Description</u>	<u>Size</u>	<u>Cost</u>	<u>Final Work Description / Notes</u>
<u>I. ASPHALT</u>						
Ardmore Lane	14		Sidewalk near Summer St drainage pit damaged by	60' X 4' = 240 sq ft	\$ 960	Cut out and Repave
			Curbing in same area	60' - \$8 ft	\$ 480	Cut out and Repave
Compass Road	5		driveway pebbling	20' X 20' = 400 sq ft	\$ 1,600	Mill or remove and repave
Danforth Lane	9		Build up walkway move water toward road	20' X 4' = 80 sq. ft	\$ 750	Will adjust ramp on high side within ADA code (slope) limitations.
	2		Puddling in street near sewer not pitching to drains	8'x14'=112 sq ft.	\$ 448	Manholes are OK. Puddles 1/2" to 3/4" between manhole and Summer Street 4'x8' area. Will eliminate puddles > 1/4"
	12		Puddle in Street - top coat	30' X 12' = 360 sq ft	\$ 1,440	Puddles 3/8" to 3/4" around water gate and surrounding area.
	25, 31, 33		Truck tire marks from paving	1,2,3	\$ 150	Agree - Infrared and recompact
	33		pavement oozing	6' X 20' = 120 sq ft	\$ 480	Agree - cut out section and patch
	36		Curb damage	22' @ \$8 ft	\$ 176	Cut out and Repave
	41		dips and cracked places	90' X 4' = 360 sq ft	\$ 1,440	Agree
	43		walkway cracked from equipment	30' X 4' = 120 sq ft	\$ 480	SRT observed fracture on edge of sidewalk. Cut out and Repave
Founders Way	8		Water in garage - work on downspouts; drywell & track		\$ 3,500	Heat and redirect - possible trench drain.
	10		Clubhouse parking mail area - oil drips from sales office	25' X 4' =	\$ -	No fix proposed. Oil drippings not considered a defect or construction related damage.
	14		Walkway - patch issue near garden; cut and repatch.	6' X 4' = 24 sq ft	\$ 96	Cut and Repatch
Gristmill Road	12		Puddling edge of walkway and	8' X 4' = 32 sq ft	\$ 128	18" triangle puddles on corner, Cut and patch
				Asphalt Sub-Total	\$ 12,128	
<u>II. DRAINAGE</u>	<u>Number</u>		<u>Description</u>		<u>Cost</u>	

<u>Ardmore Lane</u>	4	Resident is in midst of drainage issue which resulted in water damage to his finished		\$ 2,000	Eliminate Ponding by Patio. Remove hump between patio and adjacent drain. Pipe closest downspouts
	14	Water from downspout in back washes away sole around bulkhead creating a hole. Thorndike filled once and		\$ 1,000	Agree hole need to be filled and feather grading. Downspout has already been tied in.
Danforth Lane	4	behind home on hill, which presents a hazard; should be filled and capped .		\$ 1,000	Fill with Gravel
	6	Add drywall rear right side of		\$ 1,000	Add drywell
	8 & 10	Excess water drains from downspouts in back of homes; stays wet with mud spilling on		\$ 2,000	Regrade to drain - no addl drywells
	18	Create natural berm and grade to move water away from		\$ 1,075	Scratch 4ft area around drain to pitch to drain.
	19 & 25	Side yard between these homes have water settling issues, where it never dries out. Water pooling from drain pipe protruding from hill (tripping hazard),weeping pipe from wall, and downspouts from home, contributing to water settling in yard by porch area. 3 drains should be buried to empty to adjacent basin.		\$ 5,000	++ Add piping to collect water from downspout low spot, wall drain and under screened in porch. (see sketch #1)
	24	Water drainage issues from downspouts, which should be		\$ 1,175	Agree - to pipe downspouts under planting bed to slope
Founders Way	10	There has been a consistent drainage issue in the sitting lawn area behind Clubhouse and adjacent to pool. The area is never dry and always seeping water. Roof top water from residences adjacent at higher levels		\$ 5,500	++ Reduce Rip Rap Footprint and install wicking drains tied into central catch basin. (see sketch #2)

	25	There is a drainage issue involving the basement window flooding. Window cap may		\$ 100	Agree to cap for window well
	31	Side yard slopes down to Basin #1. A retaining wall was installed by Thorndike to allow for walking access to backyard		\$ 1,500	Agree to pipe downspout direct to basin.
Gristmill Road	Basin #3	There is some erosion noted along the edge of the fence and drain areason the Gristmill Road side. Also, this basin received its first seeding in May after 2 1/2 years without any. However, the weeds were cut with a weedwacker and the weeds have overtaken the basin with limited grass. The			
				\$7,500	***Compensation to match Tomasi Proposal
		Large stone erosion caused by downspout adjacent to porch and patio, pouring onto patio.		\$ 1,500	pipe underground out to swale
		Drainage issue with downspouts. Bury downspouts		\$ 1,000	Agree it is an issue - may be fixed with grading rather than pipes.
	10	Drainage issue in side yard with downspout water from next door flowing into basement through basement window. Downspouts were buried into French drain to flow to basin, however, the basement window still floods and leaks.		\$ 200	Majority of Work Complete Only sod remains
	19	Drainage issue in back yard, which is one of the homes that flows down to Sitting Lawn area by pool. There is a drain installed however on a high		\$ 300	Lower it 3" below grade
Walker Way	37, 41	With 32 Gristmill, Area behind homes where roof water drains into the area and never dries out. French drain installation		0	Additional drainage not necessary and not recommended. Risk associated with infiltratind large volume of water from swale adjacent to foundation.

	39 & 41		Heavy rain puddlings between homes on incline from drain pipes coming from #41;		\$ 1,000	Add Drywell at low spot between homes.
	Victory Garden		Install leaching basin behind shed and tie downspouts from back of 14 & 16 Founders Way. Basin = \$2,500.		\$ 5,500	++ Install two linked drywells at SE corner of Victory Gardens on high side of slope. Address mulch blowout of 14 founders way with drains and pipe at top of mulch bed daylighting near sidewalk. Double check 16 FW as well (see sketch #3)
				Drainage Sub-Total	\$ 38,350	
III. UTILITIES						
Water Access Sleeves			to be lowered.		-	
	4 Ardmore					
	4 Compass					
	2 Founders					
	5 Founders					
	21 Founders					
	26 Gristmill					
Sewer Clean Out Access			All of these sewer sleeves need to be lowered.		-	
	46 Danforth					
	15 Gristmill					
	27 Gristmill					
				Utilities Subtotal	1800	
IV. OTHER						
Gravel Fill - Bulkheads			Back fill gravel into collapsing areas to stabilize land and discourage mice, rats, and chipmunks. 112 units X \$250		\$8,500	***Payment to Trust to address settlement. Pest Control considered a maintenance issue.

Small Wall & Fill			24 Danforth - 20' wall and fill with top soil.		\$ 5,000	TCC will determine scope directly with homeowner. (Met on 10.28)Task should stay on this master list.
Detention behind Danforth			14-30 Danforth Lane; detention area needs 30 yds stone for drainage with mini excavator		\$ 750	Remove silt in lowest portion of basin and place 3-4cyds of crushed stone.
Front Door Side Light Panels			light panels were never painted on Chapman and Billington homes. 63 at \$50 ea. 49 Billingtons and 14 Chapmans. (Exteriors of back/porch doors		\$ 3,150	Paint side light panels
Clubhouse Acoustics			Significant echoing in Great Room prevents clear discussions. Install insulated ceiling, wall and floor treatments.		\$7,750	*** Cash settlement. No work proposed
				Other Sub-Total	\$ 25,150	
<u>V LANDSCAPING</u>	<u>Number</u>		<u>Description</u>	<u>Plant/Installation</u>	<u>Cost</u>	
Gristmill Road	7	48-2	Missing 3 arborvitae	300/360	\$ 660	missing 3 on top of wall
Walker Way	42	26	in two areas; 8 arborvitae	800/960	\$ 1,760	promised by Gabe and Phil at Groundskeeper
Ardmore	Common Area		14 +/- dead rhododendrons	16 shrubs on Summer Street Side	\$ 1,120	Reported during close out process. Agree to replace.
Danforth Lane	6 8 10 12 64	Bldg 50 and	Hill slope steep and limited seeding in back yard	Yes. 5 shrubs	\$ 4,000	++ Remove existing erosion control, spray with loam, install new biodegradable erosion control, Install ornamental grass plugs on 4ftx4ft grid, hydroseed. Replace 5 dead shrubs.
Fencing near Shaws Bldg	8x6' Fence Sections -		Security issues for area.		\$ -	None proposed. Never a part of the design.
Basin #1		Basin #1	Trees planted in basin have exposed root bases, and will eventually die. Replant inside or outside basin.		\$ 600	Add soil around root balls to 3 arborvitae and one birch
Danforth Lane	47	16-1	Dead tree and lilac bush	130/180	310	observed

Founders Way	9	9-2	2 dead trees on Summer Street side (dogwood & pine)	Yes. 225/240	465	observed, dead spruce inside of basin fence. Dead dogwoods in backyard. check dates dogwoods should have been replaced
	10	Club house	Park adjacent to pool - 3 dead trees and 6 shrubs (removed)	Multiple Reports to Thorndike. 500/600	1100	++ confirmed. Removed when drainage was repaired.
Gristmill Road	5	49	3 dead arborvitae along back wall. Removed and not		600	observed check when removed presumed to be part of 4 and 5 list
Danforth Lane	31	38-2	Dead tree and 2 shrubs			observed
	34	42-1	2 dead pine trees		400	observed 2 spruces replaced with original species 3rd was replaced with something different. Check with Groundskeeper
Gristmill Road	5	49	Fallen tree replacement;	Requisition	475	observed. In front of house.
	9	48-1	Dead shrubs and 2 pine trees	Requisition	800	observed. Missing 2 juniper in side yard.
		Basin #3	Two Trees were removed from basin and never replaced		\$ 700	
				Landscaping	\$ 12,990	
				Cash Payment Subtotal	\$23,750	***
				In-kind Work Subtotal	\$ 66,668	
				GRAND TOTAL	\$ 90,418	
Additional Work:						
<u>Street</u>	<u>Number</u>		<u>Original Description</u>		<u>Cost</u>	<u>3.29.21</u>
Ardmore	4		Drainage issues.		\$ -	In stall drywell with grate at low spot in lawn. Tie in roof drain at front porch.
Compass Road	6		Drainage Issue.		\$ 500	Add fill along middle left of home to pitch away from foundation. Add extender to downspout at garage corner to discharge onto lawn.
Danforth Lane	2		Window well flooding.		\$ 1,500	Install drain and 4" grate in bottom of window well. Drain to be min of 6" below window. Pipe to drywell in lawn area. No grate on drywell.
	12 14		Drainage issue between residences.		\$ 1,000	Connect drain at screened in porch (back left of home) to leaching pit.

	18		Hill erosion by residence.		\$ 300	Location already on Repair List. Add hill grass, 1 yard topsoil (96' x 3' = 288 sq. ft.).
	38		Drainage issue in patio and side yard areas.		4000	++ Photos have be submitted and DE has viewed this site. Flooding occurs on patio and flows under porch area and into side yard. Install a French drain or drywell in back to tie into the drain pipe already in the rear area.
	40		Drainage issue by front porch.		\$ 750	Tie in downspout adjacent to front porch, to drain or bury underground.
	41		Drainage issue with basement window flooding and leaking into basement.		\$ 1,500	Tie in drain and downspout into underground piping under lawn to pop up emitter
	8 10 12		Hill issue.		3000	++ This item is already on the Repair List for work, including reworking of growth, adding ornamental grass plugs, and replacement of 5 dead shrubs. Round out the right side of hill up to existing stumps. Grind 3 stumps flush.
Founders Way	14		Drainage issue with rear downspout.		\$ 300	This is already on the Repair List as part of the Victory Garden solution. Drain pipe on left side continues to create trenching through mulch area, washing out that area. Bury drain pipe 20' into new drain.
Gristmill Road	5		Foundation crack and leak.		\$ 1,250	This location is already on the Repair List for burying downspout adjacent to patio. DE has viewed this area for foundation crack. Tie in second downspout into area drain/ lawn area behind home contributing to foundation leak. Repair crack with Crack-X.
	6		Foundation leaking into basement.		\$ 3,000	Install gutter shield at roof valley by bulkhead. Pitch grade by bulkhead away from home. Tie in downspout between patio and bulkhead. Pipe away from home 15ft +/- to pop up emitter.
				Sub-Total	\$ 17,100	
				Cash Payment Subtotal	\$23,750	***
				In-kind Work Subtotal	\$ 83,768	
				GRAND TOTAL	\$ 107,518	

EXHIBIT D

CERTIFICATION OF THE INDEPENDENT INSPECTOR

The undersigned, _____, (the "II" or the "Independent Inspector") hereby certifies the following to the Trustees of the Summer Reach Condominium ("Trustees"):

1. The undersigned has been duly retained to provide part time observation of certain work identified as subject to review by the Independent Inspector (the "II Work Items") on Exhibit C and performed by the Developer pursuant to that certain Settlement Agreement dated _____, 2021 ("Agreement");
2. The undersigned is familiar with the nature and scope of the II Work Items as set forth in the Agreement as Exhibit C;
3. The undersigned has been engaged to observe, on a part time basis, the performance of the work to be performed by the Developer on the II Work Items as set forth in and in accordance with the terms of the Agreement;
4. The undersigned has observed through its employees or its agents the performance of the Developer's II Work Items in accordance with the terms of the Settlement Agreement;
5. The Developer shall complete the II Work Items in a good and workmanlike manner, utilizing only new, first-quality materials and in accordance with the then applicable Massachusetts Building Codes, all amendments at the time the permits were issued and all applicable manufacturer's requirements. The Developer shall notify the Independent Inspector before performing the repairs and shall do so using the means and methods as set forth in the Agreement.
6. The undersigned certifies that the Developer has completed the Developer's II Work Items in accordance with the terms of the Agreement.

INDEPENDENT INSPECTOR

By: _____

Its: _____

(Duly Authorized)

ACCEPTED:

THE SUMMER REACH CONDOMINIUM TRUST

By:

Its Trustees

EXHIBIT E

CERTIFICATION OF THE TRUST

The undersigned, the Trustees of the Summer Reach Condominium Trust, (the "Trust") hereby certify as to the following:

1. The undersigned are familiar with the nature and scope of the Trust Work Items as set forth in Exhibit C of that certain Settlement Agreement dated March ____, 2021 (the "Agreement");
2. The Developer shall complete all of the Exhibit C work items not designated as the II Work Items, in a good and workmanlike manner utilizing only new, first-quality materials and in accordance with the then applicable Massachusetts Building Codes, all amendments at the time the permits were issued and all applicable manufacturer's requirements. The Developer shall notify the Trust before performing the repairs and shall do so using the means and methods set forth in the Agreement.
3. The undersigned certifies that the Developer has completed all of the Exhibit C work items not designated as the Developer's II Work Items, in accordance with the terms of the Agreement.

THE SUMMER REACH CONDOMINIUM TRUST

By:

Its Trustees