

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE is made this ___ day of March, 2012 by the SUDBURY HOUSING TRUST ("TRUST") and the NEIGHBORHOOD OF AFFORDABLE HOUSING ("NOAH"), hereinafter (collectively the "PARTIES" or "PARTY").

WHEREAS, the PARTIES entered into and were subject to a certain Development Services Agreement (the "Contract"), dated February 3, 2011, concerning the development of an affordable housing project at 278 Maynard Road, Sudbury, Massachusetts (the "Project").

WHEREAS, the PARTIES mutually wish to terminate the Contract and resolve all issues concerning work and services rendered by or on behalf of NOAH as well as all issues pertaining to payments due from the TRUST to NOAH pursuant to the terms contained in the Contract; and

WHEREAS, both PARTIES acknowledge that the terms of this Settlement Agreement and Mutual Release are contractual in nature and not a mere recital and that the consideration herein is not to be construed as an admission of liability of either PARTY; and

WHEREAS, both PARTIES hereby represent that the claims subject to this Settlement Agreement and Mutual Release have not been assigned to any third PARTY; and

WHEREAS, the PARTIES have agreed to execute this Settlement Agreement and Mutual Release as a compromise of a disputed legal claim and in full resolution of said Contract; and

Capitalized terms not defined in this Settlement Agreement and Mutual Release shall have the meanings ascribed to them in the Contract.

NOW THEREFORE, for valuable consideration as defined below, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the PARTIES have entered into this Settlement Agreement and Mutual Release and intend to bound hereby, and hereby agree as follows:

1. The above recitals are incorporated herein by this reference.
2. The PARTIES agree that the Contract is terminated and of no further force or effect on either PARTY. Further, NOAH and the TRUST are released from any and all further performance obligations under the Contract except that which are defined herein.
3. NOAH agrees to have delivered upon the TRUST, in an "as is" form and without any representation or warranty as to the same, those electronic copies of plans,

specifications, construction documents, including notification of the software and version used to produce such plans, and such related instruments of service which were developed by or on behalf of NOAH as part of the Contract and related to the Project in its possession, custody or control as of the date of this Settlement Agreement and Mutual Release. NOAH relinquishes any proprietary right it may have to the same and further defined in section six (6) below. Upon full execution of a) the Electronic Release Form required by Meridian Associates, Inc. ("MAI") and b) the Electronic Release Form required by The Narrow Gate Architecture Ltd ("TNG"), copies of which are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated by reference into this Settlement Agreement and Mutual Release, NOAH's engineers and architects shall release the electronic files/documents referenced therein. The PARTIES warrant and represent that they shall be bound by the terms of Exhibits A and B.

4. The TRUST reserves the right and is authorized to use such plans and specifications referenced in Paragraph 3 in a manner that is not inconsistent with the terms of the Electronic Release Forms required by MAI and TNG (as contained at Exhibits A and B) for advancement of the Project at 278 Maynard Road, Sudbury and without any representation or warranty by NOAH, should the TRUST choose to develop the Project. The TRUST warrants and represents that it shall make no further claim of error and/or omission by NOAH or its consultants, engineers or architects.

5. Within fourteen (14) business days of receipt by the TRUST and satisfactory review, not unreasonably withheld, of the plans, specifications, construction documents and such related instruments as referenced in Paragraph 3 above and upon receipt by the TRUST of execution by NOAH of this Settlement Agreement and Mutual Release, the TRUST will pay to NOAH the sum of One Hundred Ten Thousand (\$110,000.00) Dollars by wire transfer or Town of Sudbury check.

6. The PARTIES, along with their, subsidiaries, affiliates, trustees, officers, directors, executives, employees, insurers, attorneys, agents and principals, mutually release each other along with their, subsidiaries, affiliates, officers, directors, executives, employees, insurers, attorneys, agents and principals, from any and all claims, causes of action, liens, encumbrances and obligations, whether known or unknown, past, present or future, including all claims which were raised or could have been raised in connection with the Contract and the Project. Should a consultant who had been retained by NOAH for the Project assert a claim against the TRUST directly related to the payment of past services it provided to NOAH, NOAH agrees to indemnify the TRUST; notwithstanding the foregoing, NOAH shall have no obligation to indemnify the TRUST for any authorized future or ongoing services provided by such consultant to or on behalf of the TRUST.

7. The PARTIES further agree that neither PARTY shall make any defamatory or derogatory statements about the Project and/or the other PARTY, its officers, trustees, directors, employees and staff to any third party.

8. This Agreement constitutes the entire agreement between the PARTIES

with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The PARTIES to this Settlement Agreement and Mutual Release further agree that in executing this Agreement, they have not agreed to or relied upon any other promises, consideration, representations, or inducements other than the terms set forth in this Agreement.

9. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular except by way of a writing duly executed by all of the PARTIES hereto.

10. The fact that the PARTIES to this Agreement have entered into this Agreement shall not be taken or construed to be at any time or place an admission on the part of any party hereto regarding the validity of any claim, defense herein or ever raised with respect to the Contract; the execution of the Agreement is solely related to the PARTIES' desire to mutually terminate the Contract and any rights, obligations or commitments thereunder.

11. The PARTIES acknowledge that they were represented by counsel in entering into this Settlement Agreement and Mutual Release.

12. The PARTIES agree that this Settlement Agreement and Mutual Release shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute a single instrument.

14. The signatories below hereby represent that they are duly authorized to execute and make binding this Settlement Agreement and Mutual Release.

The PARTIES have executed this Agreement on the day and year first above written.

Agreed to and Signed under Seal,

Sudbury Housing Trust

By: 
Michael Buoni Conti, Chairman

March 14 2012
DATE

NOAH

By: 
Michael Giusti, Executive Director

3/8/12
DATE



ELECTRONIC RELEASE FORM

Meridian Associates, Inc. (MAI) agrees to release Electronic Files/Documents, entitled Site Development Plan, Affordable Housing Project, 278 Maynard Road, Sudbury, MA, dated 10/21/10, revised 01/21/11 (Permit Set Issued) and revised 01/12/11 (Endorsement Set, Bid Set, Building Permit Set Issue) to Neighborhood of Affordable Housing and the The Sudbury Housing Trust (collectively, the RECIPIENTS), as follows.

1. MAI will provide the RECIPIENTS certain drawings and/or electronic media. These documents are hereinafter collectively referred to as "ELECTRONIC Files". The ELECTRONIC Files are instruments of MAI services performed solely for the Owner/Client's benefit and to be used solely for this Project. MAI does not represent that the information contained in the ELECTRONIC Files are suitable for the use on any other Project or for any other purpose. If the ELECTRONIC Files are used for any other project or purpose without MAI's specific written permission, the risk of such use shall be assumed solely by RECIPIENTS or other user. Prior to any use of the ELECTRONIC Files for this Project by the RECIPIENTS, all references to MAI and its consultants must be removed from the ELECTRONIC Files, or the RECIPIENTS may hire MAI to amend the ELECTRONIC Files based on a mutually agreed amount and method of payment of the additional compensation to which MAI shall be entitled. Should the method of payment of additional compensation to which MAI shall be entitled. Should the RECIPIENTS decide to employ the services of a different Civil Engineer for the Project, the RECIPIENT will notify the Sudbury Building Department of the new Civil Engineer for the Project.
2. MAI makes no representation, warranty, or guarantee that ELECTRONIC Files: (1) are suitable for any other usage or purpose, or (2) have any particular durability, or (3) will not damage or impair the RECIPIENTS computer or software, or (4) contain no errors or mechanical flaws or other discrepancies that may render them unsuitable for the purpose intended by the RECIPIENT.
3. Due to the unsecured nature of the ELECTRONIC Files and the inability of MAI or the RECIPIENT to establish controls over their use, MAI assumes no responsibility for any consequences arising out of the use of the data; it is the sole responsibility of the RECIPIENT to check the validity of all information herein. The RECIPIENT shall assume all risk and liabilities resulting from the use of this data, and the RECIPIENT agree to waive any and all claims and liability against MAI and its consultants resulting in any way from the use of the ELECTRONIC Files.



MAI Electronic Release Form
278 Maynard Road, Sudbury, MA

Please execute this Agreement in the space provided below to indicate your acceptance of the terms and conditions of the release itemized in this Agreement. Upon receipt of the executed Agreement we will immediately transfer the CADD Files to the address or email address requested by the RECIPIENTS.

READ AND ACCEPTED BY:

Meridian Associates, Inc.

M.E. Beaudry *M.E. Beaudry*

Mark E. Beaudry, Senior Associate

Date: March 1, 2012 *3/9/12*

Neighborhood of Affordable Housing (NOAH)

[Signature]

Authorized Signer for NOAH

Date: *3/8/12*

Sudbury Housing Trust

[Signature]

Authorized Signer for Sudbury Housing Trust

Date: March 14 2012

Electronic Release Form

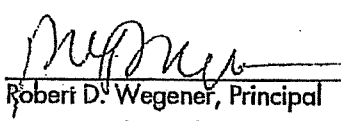
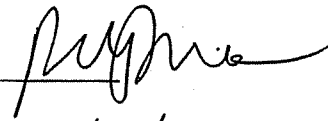
The Narrow Gate Architecture Ltd (TNG) agrees to release certain Electronic Files/Documents, Architectural Construction Documents, dated 01/18/10, revised 01/12/11 (Permit Set Issue) and revised 01/21/11 (Bid Set Issue) and Structural Construction Documents, dated 1/7/11 ("ELECTRONIC Files") of the 278 Maynard Road, Sudbury MA Project to Neighborhood of Affordable Housing, the Sudbury Housing Trust and their consultants (the RECIPIENTS), as follows:

1. TNG will provide to the RECIPIENTS certain drawings prepared by TNG and its consultants in electronic format (AutoCad for drawings) and/or electronic media. These documents are hereinafter collectively referred to as "ELECTRONIC Files". The ELECTRONIC Files are instruments of TNG's services performed solely for the Owner/Client's benefit and to be used solely for this Project. TNG does not represent that the information contained in the ELECTRONIC Files are suitable for use on any other Project or for any other purpose. If the ELECTRONIC Files are used for any other project or purpose without TNG's specific written permission, the risk of such use shall be assumed solely by RECIPIENTS or other user. Prior to any use of the ELECTRONIC Files for this Project by the Recipients, all references to TNG and its consultants must be removed from the ELECTRONIC Files, or the RECIPIENTS may hire TNG to amend the ELECTRONIC Files based on a mutually agreed amount and method of payment of additional compensation to which TNG shall be entitled. Should the RECIPIENTS decide to employ the services of a different Architect and Structural Engineer for the Project, the RECIPIENT will notify the Sudbury Building Department of the new Architect and Structural Engineer of Record for the Project.
2. TNG makes no representation, warranty or guarantee that ELECTRONIC Files: (1) are suitable for any other usage or purpose, or (2) have any particular durability, or (3) will not damage or impair the RECIPIENTS computer or software, or (4) contain no errors or mechanical flaws or other discrepancies that may render them unusable for the purpose intended by the RECIPIENT.
3. Due to the unsecured nature of the ELECTRONIC Files and the inability of TNG or the RECIPIENT to establish controls over their use, The Narrow Gate Architecture Ltd, assumes no responsibility for any consequences rising out of the use of the data. It is the sole responsibility of the RECIPIENTS to check the validity of all information herein. The RECIPIENTS shall assume all risks and liabilities resulting from the use of this data, and the RECIPIENTS agree to waive any and all claims and liability against TNG and its consultants resulting in any way from the use of the ELECTRONIC Files.

Please execute this Agreement in the space provided below to indicate your acceptance of the terms and conditions of the release itemized in this Agreement. Upon receipt of the executed Agreement we will immediately transfer the CADD Files to the address or email address requested by the RECIPIENTS.

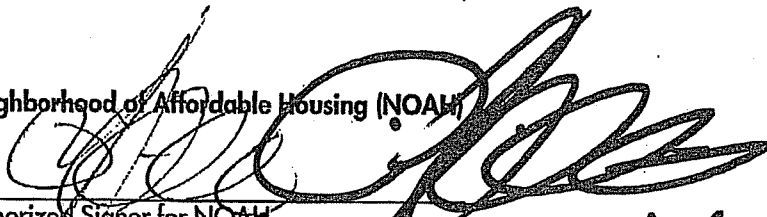
READ AND ACCEPTED BY:

The Narrow Gate Architecture Ltd.

 
Robert D. Wegener, Principal

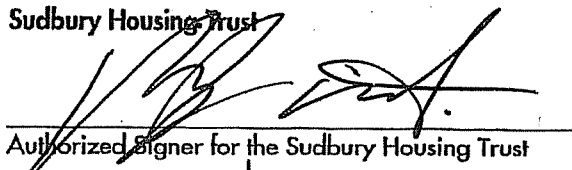
Date: 03/02/12 03/09/12

Neighborhood of Affordable Housing (NOAH)


Authorized Signer for NOAH

Date: March 2, 2012 3/9/12

Sudbury Housing Trust


Authorized Signer for the Sudbury Housing Trust

Date: March 14 2012