

## ACCESS AND INDEMNIFICATION AGREEMENT

As of 4.1.22

This Access and Indemnification Agreement (the "Agreement") made this 1st day of April, 2022, by and between Northland Residential Corporation and/or its successors, assigns or nominees ("NRC"), a Massachusetts corporation with an address of 80 Beharrell Street, Suite E, Concord, MA 01742, and the Board of Trustees (the "Trustees") of The Woodlands at Belmont Hill II Condominium Trust (the "Trust") u/d/t dated July 28, 2009, and recorded with the Middlesex South Country Registry of Deeds in Book 53286, Page 1. NRC and the Trust may be hereinafter collectively referred to as the "Parties."

WHEREAS, NRC has an agreement to purchase certain parcels of land known as Zone 3 of the Mclean District located in, Belmont, Massachusetts (the "NRC Land"), which land directly abuts the common areas of the Woodlands at Belmont Hill II Condominium (the "Condo Land");

WHEREAS, in the event NRC purchases the NRC Land, as evidenced by property title transfer, NRC intends to develop residential housing on the NRC Land;

WHEREAS, in the event NRC purchases the NRC Land, the Trustees desire for NRC, at its sole cost and expense, to install a masonry wall, a two sided field stone mortared wall built from natural stone, (the "Masonry Wall"), along the shared property line between the South Cottage Emergency Access Lane and the Meadows Lane Emergency Access Lane, between the NRC Land and the Condo Land as indicated on the attached Sheet L1.4 prepared by Ryan Associates, dated 4.16.21, revised 3.1.22 and as described and depicted in the attached Buffer Plan Agreement, dated April 1, 2022, as View #4 (the "Documents") attached hereto as Exhibit A;

WHEREAS, in the event NRC purchases the NRC land, NRC agrees to install such Masonry Wall at its sole cost and expense which will require access to and use of a portion of the Condo Land to do so;

WHEREAS, in connection with the development of the NRC Land, NRC intends to erect a Masonry Wall along the boundary line between the NRC Land and the Condo Land in the approximate location as shown in the Documents and in connection therewith, NRC will need access to a portion of the Condo Land to erect said Masonry Wall; and

WHEREAS, the Trustees are willing to grant NRC access to the Condo Land for the sole purpose of the installation and maintenance of the Masonry Wall upon the terms and conditions described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. In the event NRC purchases the NRC Land, the Trustees on behalf of the Trust hereby grants to NRC and its employees, agents, and contractors, temporary access onto the

Condo Land for the purpose of the installation and maintenance of the Masonry Wall along the shared property line between the NRC Land and Condo Land.

2. The Masonry Wall will be installed within 60 days of NRC taking title to the NRC Land and will be constructed in accordance with Documents and installed in the location as shown generally in the Documents.
3. NRC agrees to retain Ryan Associates Landscape Architecture and Planning, Inc, at its sole cost to oversee and to attest to, upon completion of construction, that the Masonry Wall conforms with the Documents and that the worksite and its surrounds are left neat and free of debris.
4. NRC shall give the Trustees or its agent at least five (5) business days advance notice prior to NRC commencing any work for which access is needed to the Condo Land pursuant to this Agreement. Prior to the commencement of work, NRC shall provide copies of its and its' contractors and sub-contractors insurance certificates, inclusive of the naming of the Trust and the direct abutters (68 South Cottage Road and 11 Meadows Lane) as a named insured and evidencing the required coverages. NRC shall require all contractors and sub-contractors to maintain insurance coverages with limits at or greater than those outlined in Exhibit B, naming the Trust the direct abutters as an additional insured on a primary and non-contributory basis with coverage for the ongoing and completed operations equal to the full policy limits.
5. NRC will use only experienced and insured contractors for the construction of the Masonry Wall.
6. NRC shall be fully responsible for all costs of installation, permitting and insurance for the Masonry Wall, including any damage caused to unit 68 South Cottage Road and unit 11 Meadows Land, (the "Abutting Units") of the Condo Land resulting from such work.
7. NRC shall obtain all requisite permits and indemnify and protect the Trust from any responsibility for permitting, compliance with permit terms or failure to obtain permits.
8. The Masonry Wall shall be the responsibility of NRC, and/or its successors and assigns, which shall be fully responsible for the continuing operation, maintenance, repair and/or replacement. Such obligation shall be memorialized in the Reciprocal Easements and Agreements agreement dated 1.24.05 and/or the proposed Declaration of Easements and Covenants, draft dated 11.19.21.
9. NRC acknowledges the present condition of the Condo Land and Abutting Units and acknowledges that the Condo Land and Abutting Units are in their present "as-is" condition. The Parties acknowledge that the Condo Land area may contain irrigation facilities and that such irrigation facilities may be impacted by the installation of the Masonry Wall. Any repair, replacement and/or modification of the Condo Land irrigation facilities shall be the responsibility of the Trust.

10. NRC shall indemnify and holds harmless the Trustees, the Trust, the unit owners of the Condominium, and the Trust's managing agent from all claims, actions, costs and expenses, including reasonable attorney's fees, coming from any claimed personal injury or property damage caused by any work directly related to the installation, use, maintenance, repair or replacement of the Masonry Wall, except which may be a result of gross negligence by the Trust.
11. Each of the undersigned represents and warrants that it is authorized to execute this Agreement on behalf of the respective parties to the Agreement and that this Agreement, when executed by those parties, shall become a valid and binding obligation, enforceable in accordance with its terms.
12. This Agreement may be executed in multiple counterparts.

Appendix 1 – Insurance Requirements for proposed work.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as a contract under seal as of the date noted above.

NORTHLAND RESIDENTIAL CORPORATION

By: John C Dawley, Date: 4-1-22  
John C. Dawley, President and CEO

MAJORITY OF THE BOARD OF TRUSTEES OF  
THE WOODLANDS AT BELMONT HILL II CONDOMINIUM TRUST

By: Mark Gouker  
mark Gouker, Trustee

By:   
RICHARD S. EMERJAN, Trustee

By: Katherine N. Pendergast  
Katherine N. Pendergast, Trustee



4.1.22

Exhibit A

Robert and Jolanta Eckert  
The Woodlands at Belmont Hill II Condominium  
68 South Cottage Road  
Belmont, MA  
Via Email: robe@pmrllc1.com

Stan and Janet Rome  
The Woodland at Belmont Hill II Condominium  
11 Meadows Lane  
Belmont, MA  
Via Email: stan\_rome@yahoo.com

Bill and Sandra Chen  
71 South Cottage Road  
Belmont, MA  
Via Email: leigo1@gmail.com

The Woodlands at Belmont Hill II  
c/o Mark Gouker, Trust Chair  
Via Email: gouker.mark@gmail.com

**RE: McLean Zone 3 Buffer Plan Agreement**

Mr. and Mrs. Eckert, Mr. and Mrs. Rome, Mr. and Mrs. Chen and Mr. Gouker:

Pursuant to Section 6B5.4 (i) of the Town of Belmont Zoning Bylaw, a 'Landscape Buffer should be provided between Olmsted Drive as it passes through Zone 3 and the townhouses located in Zone 2 of the McLean District'.

To recap the meetings and correspondence to date: On November 3<sup>rd</sup>, 2021 Alan Aukeman of Ryan Associates and I met on-site with Mr. and Mrs. Eckert to review the Zone 2 interface with Olmsted Drive and the prospective Zone 3 development proposal. The purpose of the meeting was to listen and understand the concerns of the abutting residents as best communicated by the Eckerts and to review the physical geometry and existing infrastructure of and within the area between Olmsted Drive (OD) and the most proximate residents located at 11 and 12 Meadows Lane and 68 and 71 South Cottage Road. This conversation generated a number of ideas for enhancing the buffer along the interface. On November 22, 2021 the four of us met again over Zoom for a follow-up conversation and to present to the Eckerts an initial scope for the proposed buffer enhancements. These two conversations were the

On December 14, 2021 I received a request from the Condominium Trust that we also meet with Mr. and Mrs. Chen, of #71 South Cottage Road and received correspondence from the Chens on that same day outlining their areas of concern. Mr. Aukeman and I subsequently met with Mr. and Mrs. Chen at their home on December 21, 2021 to discuss these. This conversation highlighted several additional sightlines preferably screened over and above those previously identified.

On December 15, 2021 I received a letter from the Eckerts and the Romes responding to my memo of December 7, 2021. In it, they focused their response to the proposed buffer enhancements and terms as they affect the area immediate to their two homes, #68 South Cottage Road and #11 Meadows Lane.

On or about January 13, 2022, I received an email from Jolanta and Rob Eckert following up on this (1.10.22) correspondence seeking clarifications and/or additional input. A Zoom call with the Eckerts and Mark Gouker of the Condominium Trust was held on Tuesday 1.25.22 to discuss the points raised in the 1.13.22 email letter.

Further discussion among the Parties have taken place over the course of the past thirty (30 days).

This mark up, dated 2.28.22, serves as a response to the correspondence and conversations.

Here, accordingly, we have updated the mitigation/buffer plan as proposed in the December 7, 2021 memo to reflect the additional concerns presented by the Chens and to incorporate the follow-up comments from the Eckerts and the Romes. This revised proposal is provided below for your and Board's consideration. For continuity, we have preserved the format of the December 7 memo wherein the interface between the two zones is broken out by area and each is addressed in turn.

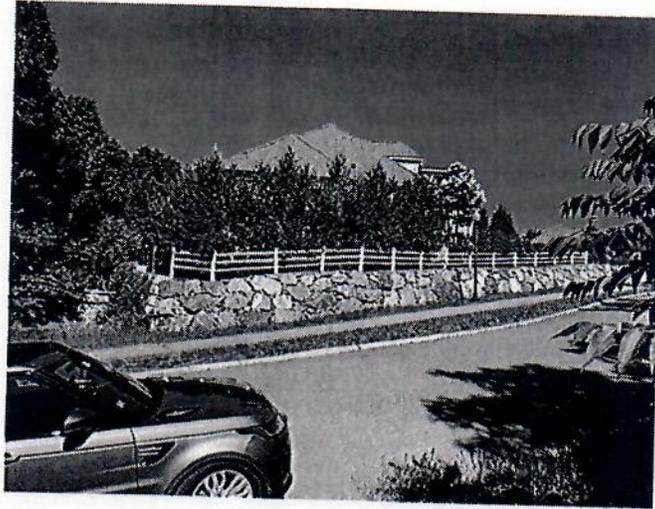
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**Area 1 – Area south of South Cottage Emergency Access Lane (SCEA):**

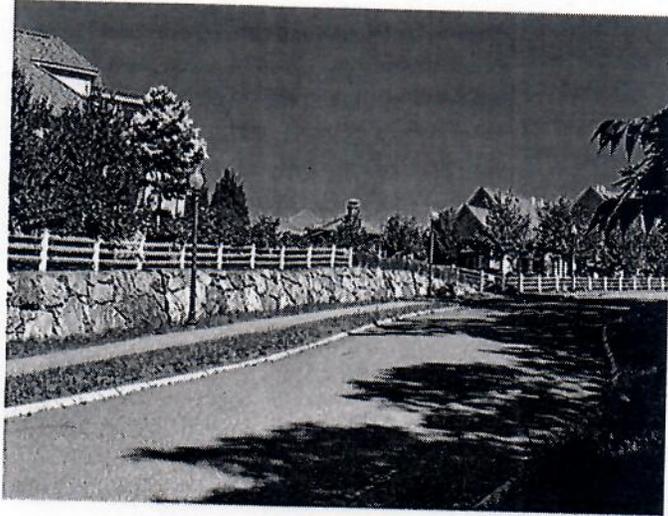
The interface of Olmsted Drive and Zone 2 below the SCEA lane adjacent to #71 South Cottage Road is best described as being effectively grade separated. With Olmsted Drive falling steadily away, the stone wall and existing planting provide for an abundance of protection and privacy to the west.

Geometrically, a 3' parkway strip lies between the OD road edge and the OD sidewalk followed by a second grass strip terminating at the base of a stone retaining wall. Above the wall lies the front and side yard areas of 71 South Cottage Road which is bounded by a white, three rail wooden fence located at the top of the stone retaining wall and dense planting, screening the unit's side elevation façade and front entry from OD and the prospective development of Zone 3. However, the existing planting is less effective at screening northward looking views from the #71's front entry porch and north facing dining room windows which look up Olmsted Drive. It is these views that were identified as an area of concern by the Chens and are addressed below.

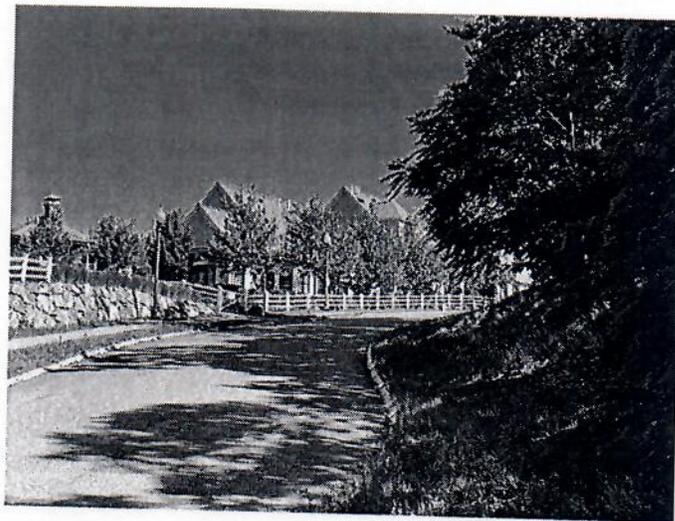
Area 1, Existing conditions:



Existing conditions @ #71 South Cottage Road and Olmsted Drive



#71 South Cottage Road with #68 South Cottage Road



Red Maples @ #68 South Cottage Road viewed from downslope

### **Proposed Improvements – Area 1**

Pursuant to the submitted Design and Site Plan Approval drawings, dated 04/16/21, five street trees, 30' o.c. will be added to the Olmsted Drive parkway strip below #71 South Cottage Road. These five trees are called out as red maples (*Acer rubum*, 3-3.5" caliper). These trees are intended to provide additional screening upgradient and to extend along Olmsted Drive the established row of red maples found there along #68 South Cottage Rd, and #11 Meadows Lane (Area 2). **See View #1 below.** (all cited views are at end of document)

While the northernmost new street tree will begin to address the northward looking views up Olmsted Drive that the Chens identified as their concern, we also discussed with them the additional planting of 4-6, 6'-8' tall Arborvitae and a flowering tree to achieve more immediate screening. This evergreen hedge, paired with a flowering tree will have the height and provide the year around interest that the existing roses lack in the critical location. **View #2** shows the described additions. The new hedge is planted behind the rail fence with the flowering tree at the northern edge of the front yard. Mrs. Chen also expressed her desire to have the displaced roses transplanted elsewhere in the yard.

#### **Offered Mitigation - Area 1–**

Contribute \$4,500 to the WBH II Trust and/or its assignee(s) to be used by the Trust and/or assignee(s) for the design, purchase and installation of a plant view screen/hedge at Unit #71 by the Trust.

Contribute \$5,000 to the WBH II Trust for use by the Trust at the Trust's discretion for the design, purchase and installation of Taylor Junipers at the terminus of South Cottage Road.

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### **Area 2 – Area between South Cottage Emergency Access Lane (SCEA) and the Meadows Lane Emergency Access Lane (MLEA):**

The interface of Olmsted Drive and the area between the two emergency access lanes is framed by a two-unit condominium building which steps up (or down) the grade, known more commonly as the Eckert /Rome Building (Eckert @ 68 South Cottage and Rome @ 11 Meadows). The Eckert/Rome building sits parallel to the orientation of OD.

Geometrically similar to Area 1, the existing conditions here include a narrower grass strip between the road edge and sidewalk and a mulched sidewalk shoulder along a white three rail fence. The fence sits on the property boundary/line of the Woodlands and the McLean Zone 3 parcel and frames in the side yard area of the Eckert-Rome Building. Within the side yard, existing evergreen shrubs and a row of red maples screen views from the building's side elevation windows and the unit's front entries to the east.

The following pictures depict the described condition of Area 2.



View from SCEA Lane looking uphill – WBH Unit # 68 South Cottage Road (Eckert) to left.



Edge Condition at Area #2 (uphill & down hill views)



### Proposed Improvements / Offered Mitigation – Area 2

Discussions with the Eckerts and feedback from them and the Romes landed on three components for achieving the desired buffer enhancements. We propose the following, subject to the approval of the consent of the Woodlands Condominium Trust. **See Views #3 and #4 below.**

1. **Masonry Wall** – Northland, its successors and assigns will remove 16 sections, approximately 120 linear feet, of the existing three rail wooden fence located at the Woodland/Zone 3 property line and replace with approximately 120 feet of mortared stone wall measuring 42" in height, 15" in depth, and ~120' in length. Masonry Wall to start at the third existing fence post from SCEA Lane and terminate at and by connecting to the existing stone retaining wall paralleling the south side of MLEA Lane – the existing MLEA wall and proposed masonry wall to connect. The existing rubble wall east of the Rome patio will be removed and the area will be rough graded (backfilled level) into the proposed masonry wall. Barring any siting conflicts, the wall layout to be on-center with the existing fence and shall follow the arc of the sidewalk. Northland shall notify dig-safe and shall coordinate the masonry wall installation with existing utilities, exclusive of irrigation lines, if any, which may require adjustment or relocation. Masonry Wall work to be performed by Northland and to be of a kind and quality in keeping with the mortared stone walls at South Cottage of the Woodlands and/or the retaining wall along Olmsted Drive in Zone 3 below the Samuel Eliot Memorial Chapel. It is understood that the new masonry wall will be visually consistent from both sides.

Maintenance – the proposed Masonry Wall shall be maintained by Zone 3. Upon completion maintenance of the Masonry Wall shall be a Zone 3 obligation in perpetuity. The Parties shall amend and or modify the Reciprocal Easements and Agreements agreement dated 1.24.05 and/or the Declaration of Easements and Covenants site governance document, draft dated 11.19.21 to record said maintenance obligation.

2. **Patio Privacy Screen** –At Eckert (68 SC) and Rome (11 ML) patios: privacy fence panels with lattice or other 'topper' along the side-length of the patio paralleling Olmsted Drive. Northland to contribute \$10,000 to the WBH II Trust and/or its assignee(s), for use by Trust and /or its assignee(s) for the design, purchase and installation of Patio Privacy Screens at units 68 South Cottage Lane and 11 Meadows Lane.
3. **Buffer Planting** – Northland to contribute to the Trust and/or its assignee(s), \$30,000 to be used by the Trust and/or its assignee(s) for the modification or augmentation of the existing planting beds at 68 SC and 11 ML paralleling Olmsted Drive. Work to be performed by Trust and/or its assignee(s).

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### Area 3 – Area north (above) the Meadows Lane Emergency Access Lane (MLEA):

The interface of Olmsted Drive and the area above the MLEA Lane is along the side yard #12 Meadows Lane which backs onto Upham Bowl. In this area, Olmsted Drive begins its separation from the Woodlands property line as it turns sharply and climbs to the east. The existing sidewalk also begins to separate from the road as it courses toward the Hospital Campus.

The existing features here are similar to those already described: a grass parkway strip runs between the OD road edge and the OD sidewalk with a mulch bed bounded by white three rail fence beyond. The fence sits on the property boundary/line of the Woodlands and the McLean Zone 3 parcel and the side yard of 12 Meadows Lane inside the fence is substantially planted. As at Areas 1 & 2, the yard area was planted to screen views from the building's side elevation windows and the unit's front entries from Olmsted Drive and any prospective development of Zone 3. However, some of the existing planting is not thriving as can be seen in this image:



Edge Condition at 12 Meadows Lane, existing

### **Proposed Improvements – Area 3**

**Buffer Planting** – As at Area 1, the 04/16/21 Design and Site Plan Approval drawings show the addition of five street trees, 30' o.c. to the parkway strip and along the sidewalk edge as it turns to link to the hospital campus. These five trees are called out as red maples (*Acer rubum*, 3-3.5" caliper). These trees will complete the red maple row extending along the length of the Zone 2 and 3 interface. This planting doubles up with the existing side yard planting to screen west bound traffic traveling downslope. The remnant paving seen in the existing conditions photos will be removed and second fence line established in the side yard along the proposed Bldg #1 to further buffer the side and back yards of #12 Meadows Lane from Olmsted Drive impacts.

In addition to these improvements called out in the Design and Site Plan Approval submission, we propose additional planting to replace underperforming vegetation in Zone 2 with 3-5 new evergreens to match in species and kind the spruce that are doing well in this this setting. (Subject to the approval of the Planning Board and the consent of the Woodlands Condominium Trust.) Three are depicted in the illustration below, but three-five may prove necessary. Together, these evergreens, in form: broad down low, and the red maples: broader up above, will work together to provide the enhanced screening desired. **See View 5.**

### **Proposed Mitigation – Area 3 –**

Contribute \$3,500 to the WBH II Trust and/or assignee(s) to be used by the Trust and/or its assignee(s) for the design, purchase and installation of 3-5 new evergreens to match in species and kind the existing spruce planting.

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Contribute \$2,500 to the WBH II Trust and/or its assignee(s), in the form of a refundable escrow, for sub surface utility repair work, if any, encountered, in the planting of the above noted 3-5 new evergreens.

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**Olmsted Drive Improvements:**

Along the western edge of OD beginning at the Building #1 driveway curb cut and running to the MLEA lane the existing granite curbing will be removed and relaid to provide a 4-5" minimum reveal.

Consistent with the recommendations of the Traffic Assessment OD will be centerline stripped with a solid double yellow line to demarcate the travel lanes, posted with 20mph vehicular speed signage, and pedestrian sidewalk crosswalk markings and crosswalk signage will be provided at the northern and southern curb cuts of Subdistrict A Road 1. The intersection of Olmsted Drive and Subdistrict A Road 1 will be signed as an all-way Stop – see plan titled Conceptual Improvement Plan, dated 12.15.22, attached hereto.

**Terms and Timelines:**

The above described Masonry Wall improvement and the landscape planting payments are expressly contingent upon the issuance of a valid Design and Site Plan Approval by the Belmont Planning Board for the Zone 3 project as proposed, the expiration of appeal periods related thereto, without an appeal having been filed by the Parties to this Agreement or third parties induced by said Parties and the concurrent execution of the the Access and Indemnification Agreement for construction of the Masonry Wall with the Trust, attached hereto.

The financial payments noted above shall be made to the Condominium Trust or its designee/assignee(s) within 14 business days of Northland's receipt of a valid and enforceable Design and Site Plan Approval for its pending "The Residences at Belmont Design", Design and Site Plan Approval application, and the expiration of any and all appeal periods or adjudication of any such Appeal made in favor of the Proponent. If an Appeal is filed which is adjudicated against the Proponent, the Buffer Zone work shall then be implemented upon any subsequent site Plan Approval.

The Masonry Wall work herein described shall be completed within 60 days of Northland's taking title of the property, subject to the appeal provisions cited above. In no even shall other construction activities, exclusive of protective construction fencing and/or screening and erosion control work proceed prior to the completion of the masonry wall.

Mr. Mark Gouker acting on behalf of the Woodlands at Belmont Hill II Condominium Trust, Mr. Robert and Ms. Jolanta Eckert, Mr. Stanley and Ms. Janet Rome, and Mr. William and Ms. Sandra Chen herein after the "Parties" acknowledge and accept the scope of the proposed Landscape Buffer and associated Terms and Conditions described herein. The Parties and Northland Residential acting through its President Mr. John (Jack) Dawley also confirm that the scope of the Landscape Buffer herein proposed, including those portions located on or proximate to McLean Zone 2, fulfill the requirement of the Zoning By-Law Section 6B McLean District Zone 3 Overlay District Subsection 5.4(i).

ACKNOWLEDGED AND ACCEPTED BY:

John C Dawley, Date 4-1-22

John C. Dawley

President & CEO

Northland Residential Corporation

MAJORITY OF THE BOARD OF TRUSTEES OF  
THE WOODLANDS AT BELMONT HILL II CONDOMINIUM TRUST

By:

Mark Gonker  
Mark Gonker

, Board Chair on Behalf of entire Board of Trustees,

Date:

4-4-22

By:

Richard Somerjian  
RICHARD SOMERJIAN

Date:

4/4/2022

By:

Katucca N. Penland

Date:

4/4/2022

By:

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Date:

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Robert and Jolanta Eckert – 68 South Cottage Road

Robert Eckert & Jolanta Eckert 4.3.22  
Date

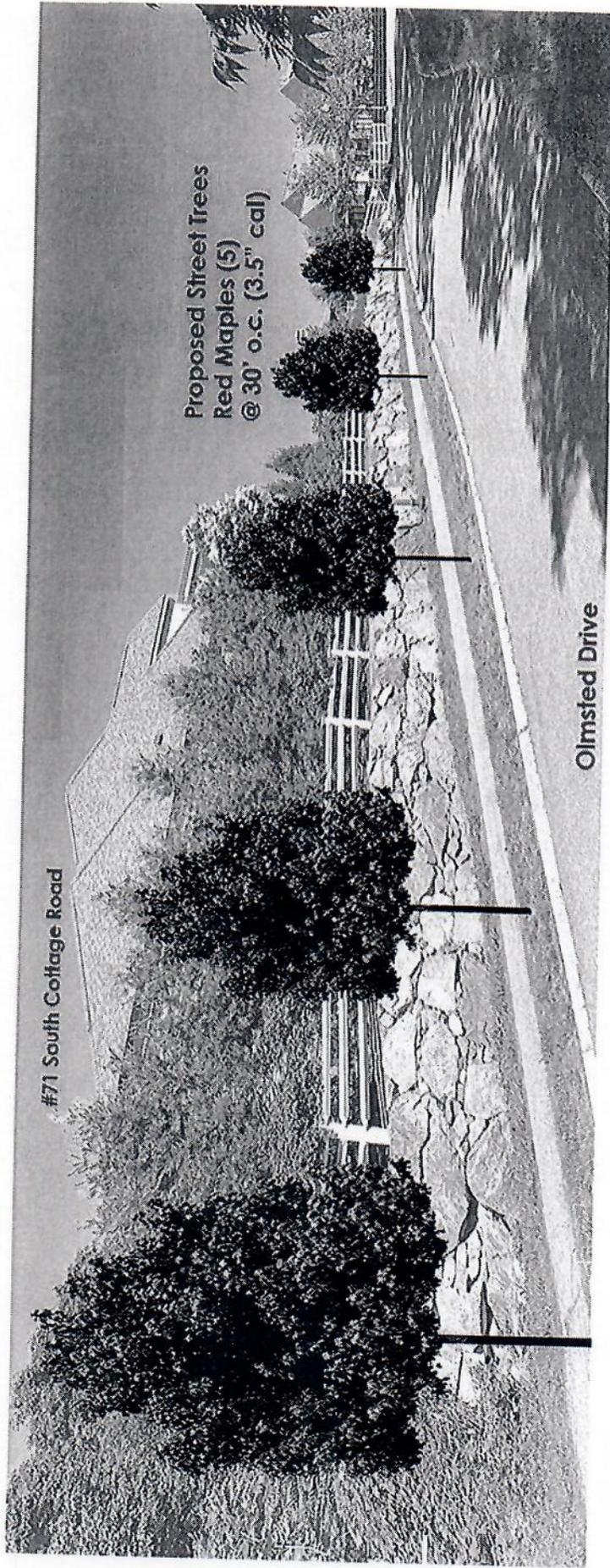
Stan and Janet Rome – 11 Meadows Lane

Stan Rome & Janet Rome 4/3/22  
Date

Bill and Sandra Chen – 71 South Cottage Road

Sandra Chen & Bill Chen 4/3/22  
Date

Cc Robert Hummel, Senior Town Planner, Town of Belmont

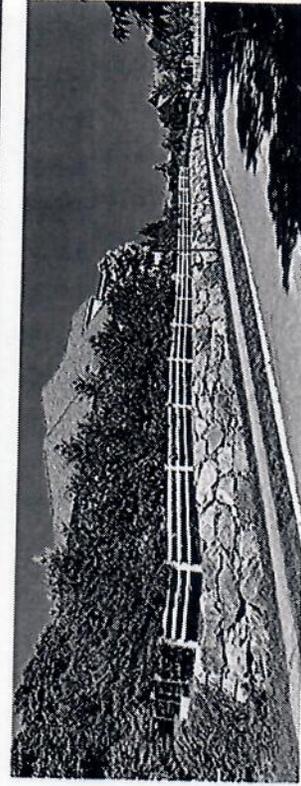


## View 1 (Area 1)

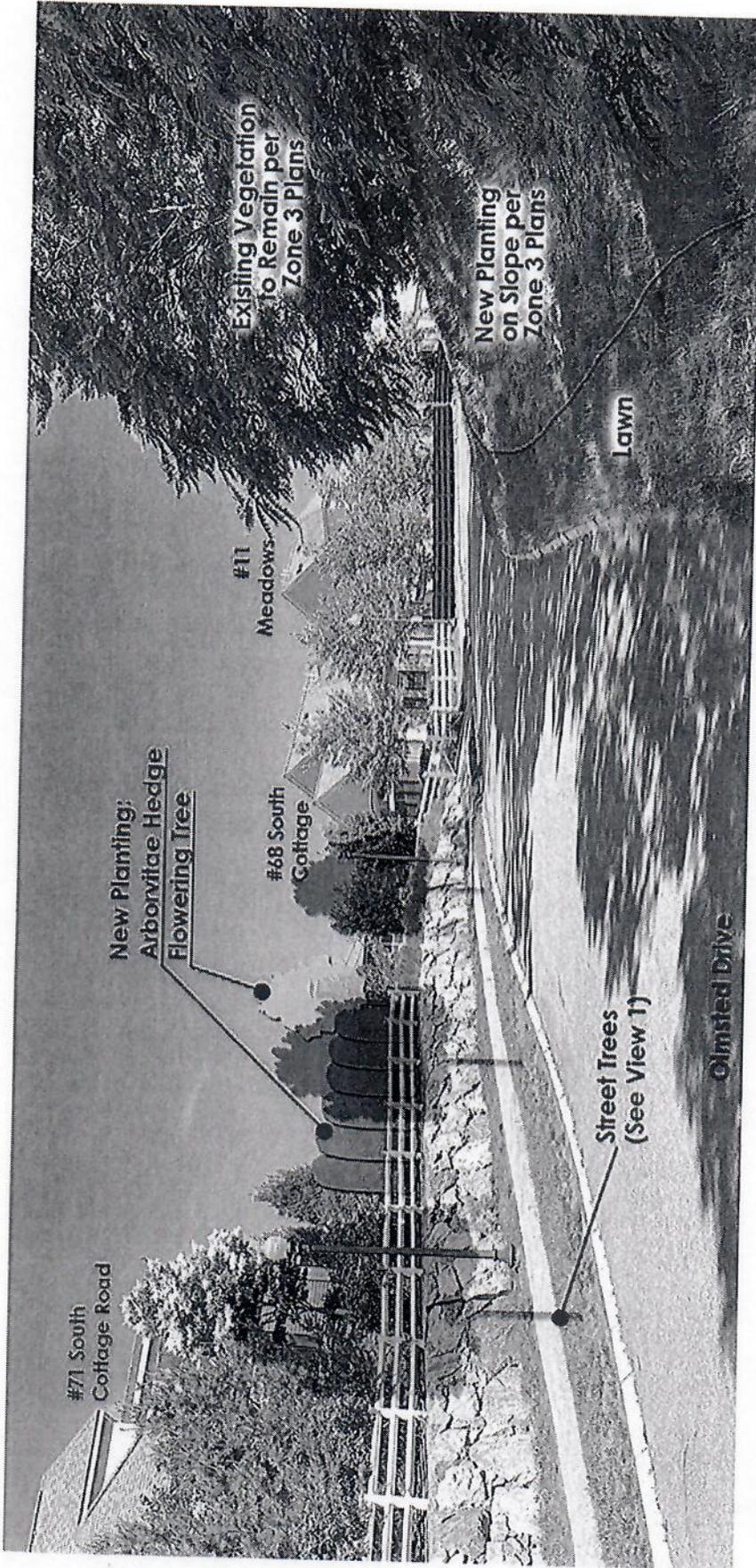
**ZONE 2 / 3 BUFFER**  
@ 71 South Cottage Road

- Zone 3 Street Trees (By Northland Residential, Inc)
- Zone 2 Planting (see View 2)\*

\*By the Woodlands of Belmont Hill II Condominium Trust per agreement with Northland Residential, Inc.



01/03/22

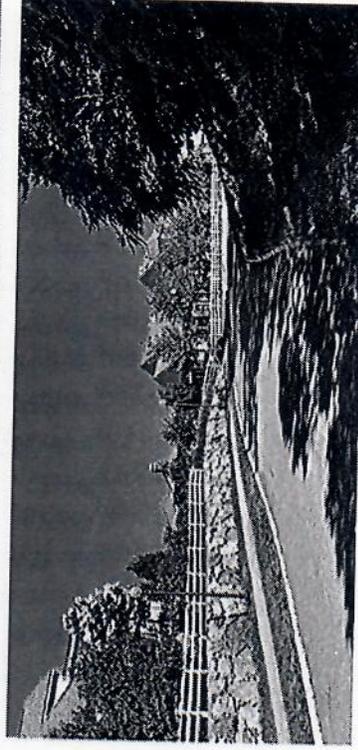


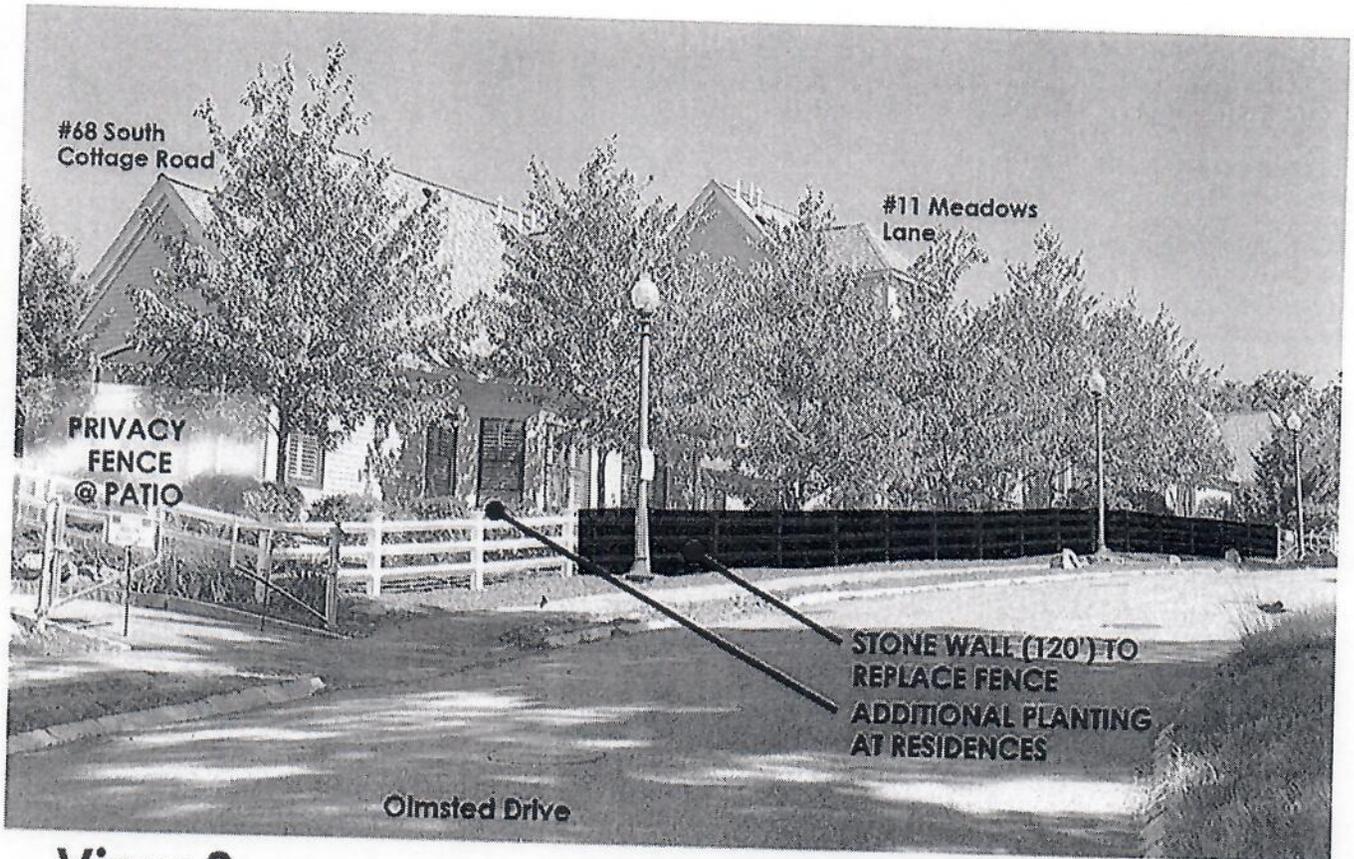
## View 2 (Area 1)

ZONE 2 / 3 BUFFER  
@ 71 South Cottage Road

- Zone 2 Planting at Fence Line\*
- Zone 3 Street Trees (see View 1)  
(By Northland Residential, Inc)

\*By the Woodlands of Belmont Hill II Condominium Trust per agreement with Northland Residential, Inc.





### View 3 (Area 2)

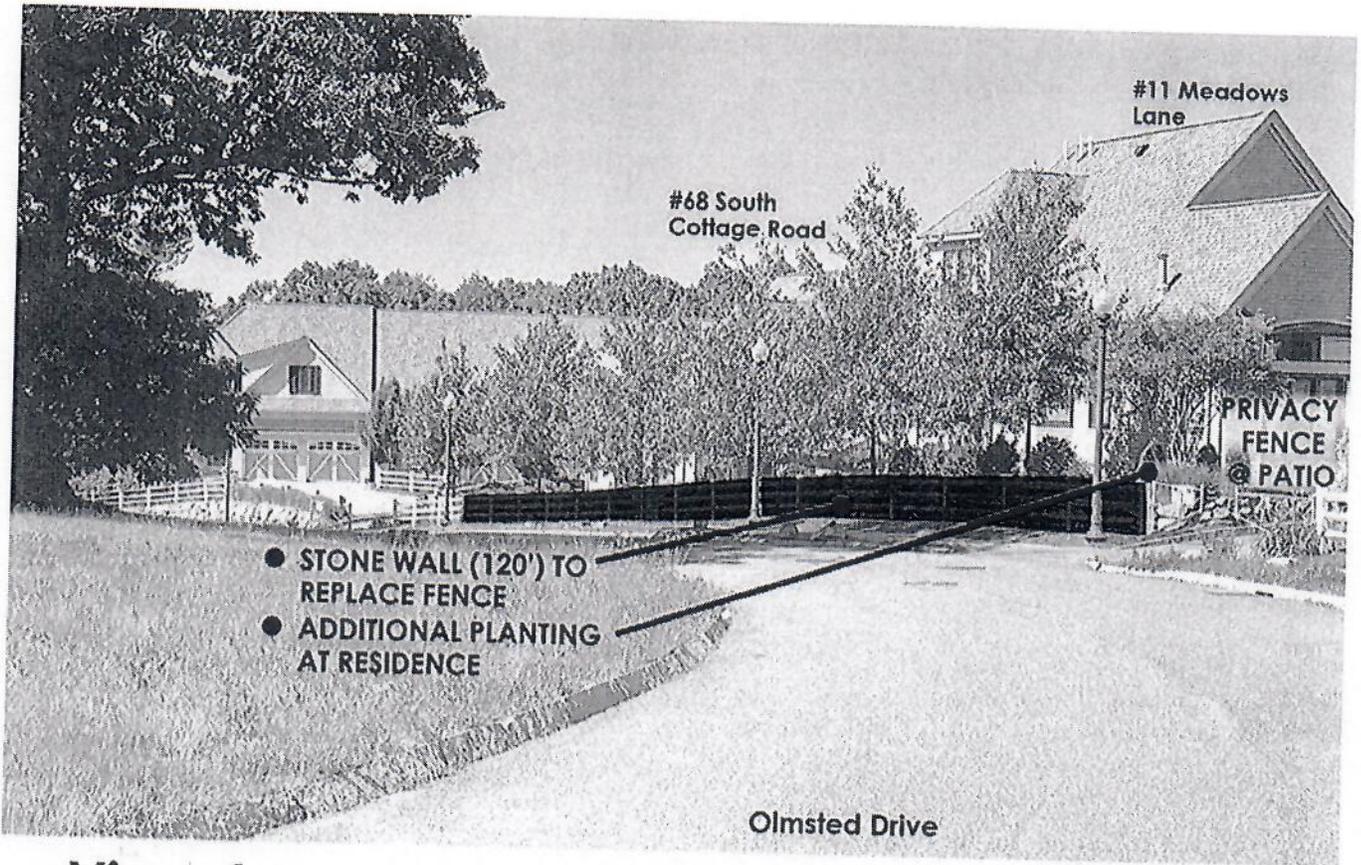
**ZONE 2 / 3 BUFFER**  
 @ 68 South Cottage &  
 #11 Meadows Lane

- Stone Wall (By Northland Residential, Inc)
- Zone 2 Planting at Residences\*
- Zone 2 Privacy Fence @ Patio\*

\*By the Woodlands at Belmont Hill II Condominium Trust per agreement with Northland Residential, Inc.



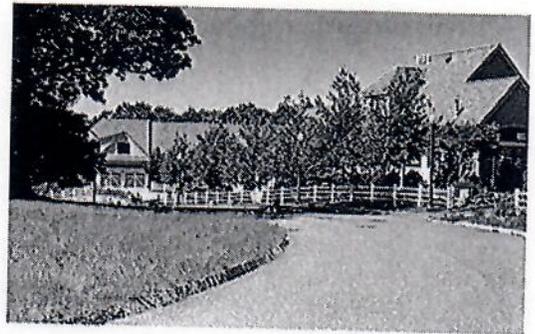
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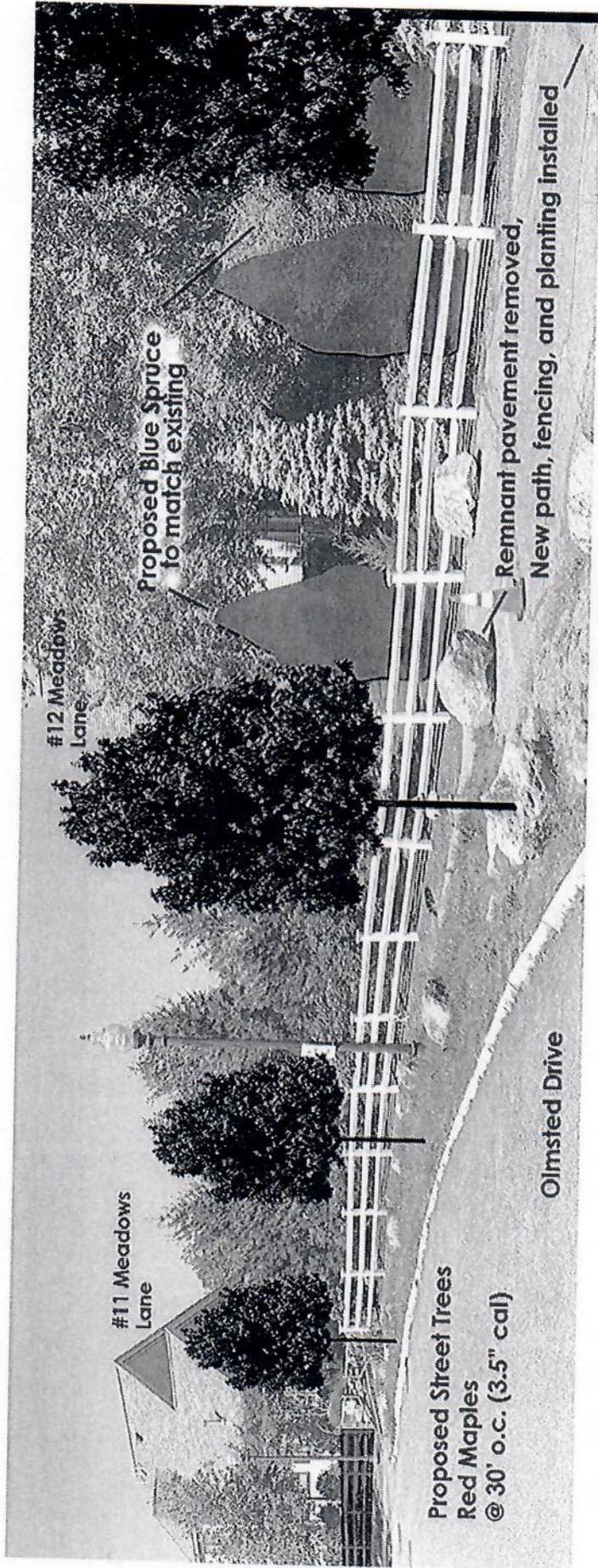
**View 4** (Area 2)  
**ZONE 2 / 3 BUFFER**  
 @ 68 South Cottage &  
 #11 Meadows Lane

- Stone Wall (By Northland Residential, Inc)
- Zone 2 Planting at Residence\*
- Zone 2 Privacy Fence @ Patio\*

\*By the Woodlands at Belmont Hill II Condominium Trust per agreement with Northland Residential, Inc.



01/03/22

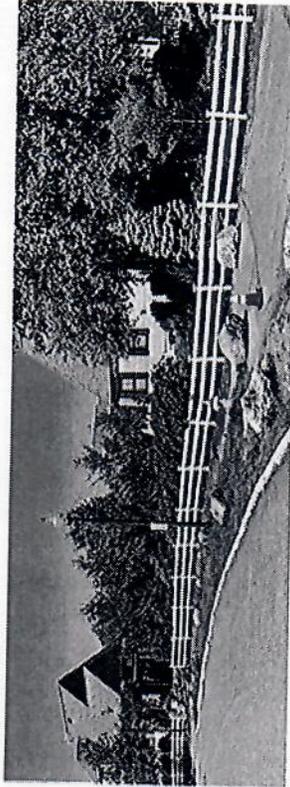


## View 5 (Area 3)

### ZONE 2 / 3 BUFFER @ 12 Meadows Lane

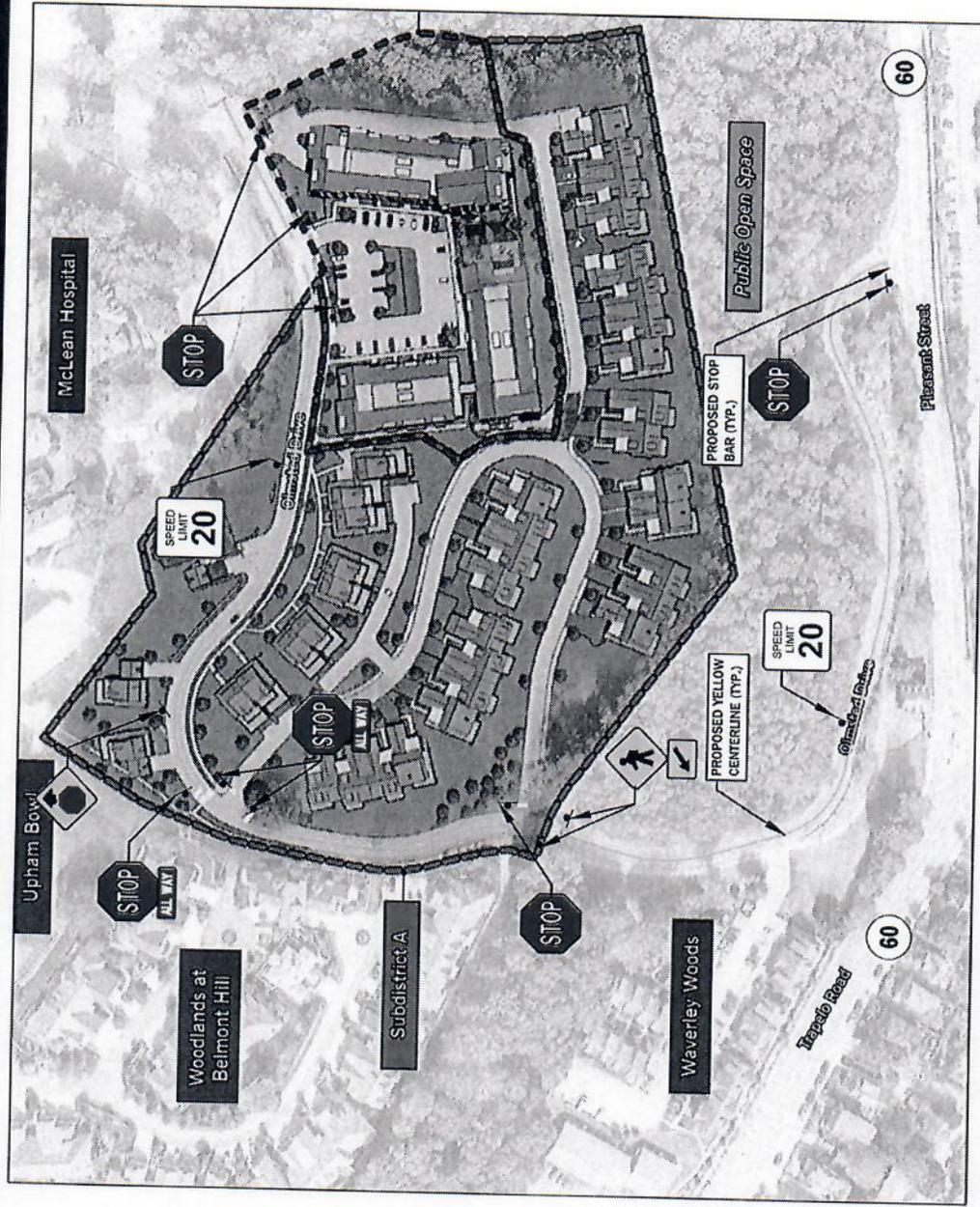
- Zone 3 Street Trees (By Northland Residential, Inc)
- Zone 2 Evergreen Planting\*
- Zone 3 Sidewalk and Site Improvements (By Northland Residential, Inc)

\*By the Woodlands at Belmont Hill II Condominium Trust per agreement with Northland Residential, Inc.



01/03/22

SIGN LEGEND	
R1-1	
R1-4	
R2-1	
W3-1	
W11-2	
W16-7P	



NOTES: 1. THIS PLAN IS FOR REVIEW PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION.



Not to Scale

**Vanasse & Associates inc**

Conceptual Improvement Plan



**INSURANCE REQUIREMENTS – 4.1.22**

The Northland Residential Development (the “Developer”) agrees to provide Commercial General Liability Insurance, Automotive Liability Insurance, Umbrella Liability Insurance and Workers Compensation & Employer’s Liability Insurance. In addition, to include the Board of Trustees of the Woodlands at Belmont Hill II Condominium Trust, Woodlands at Belmont Hill II Trust and the direct abutters; Robert and Jolanta Eckert, Stan and Jan Rome; as a co-insured (or additional insured) party for the term of this agreement.

1. Listed below are the policy coverages required to be maintained by the Developer, and his Subordinate Contractors and Subcontractors. The terms and conditions of all such policies, including the amount of any deductibles, are subject to the review and reasonable approval of Woodlands II Trust. The Insurance Limits stated herein shall not in any way establish a maximum limitation of Liability for the Developer.

A. Workers’ Compensation insurance with statutory limits for all employees of all entities engaged in the Work.

B. Employers’ Liability insurance with the following minimum limits:

Bodily injury by disease per person	\$2,000,000
Bodily injury by accident policy limit	\$1,000,000
Bodily injury by disease policy limit	\$1,000,000

C. Commercial General Liability insurance including Contractual Liability on a per location basis with the following minimum limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000

D. Automobile Liability insurance with a Combined Single Limit of not less than \$1,000,000. This insurance shall cover all owned, non-owned, and hired motor vehicles which are operated on behalf of the Developer pursuant to the Developer’s activities under the License. If the Developer does not own any vehicles, then the Developer must provide a minimum of \$1,000,000 of non-owned and hired automobile liability coverage.

E. Umbrella/Excess Liability insurance on a following form basis above all the foregoing policies (with the exception of Workers’ Compensation insurance) with the following minimum limits:

General Aggregate	\$5,000,000
Each Occurrence	\$1,000,000

JCD  
4.1.22

The above insurance policies shall also be subject to the following requirements:

- a) Each policy shall contain a thirty- (30) day written notice of cancellation (10-day notification for cancellation due to non-payment of premium), change or non-renewal to the Owner.
  - b) Carriers must have an A.M. Best rating of A-VII or better
  - c) Insurance Policy must cover the entire contract period and shall include completed operations coverage which shall extend for at least six (6) years following the completion of the work.
  - d) The description of operations/location/special items on certificate of insurance shall name The Woodlands at Belmont Hill II Condominium and additional abutters; Robert and Jolanta Eckert and Stan and Jan Rome: as additional insureds for the purpose of this contract.
  - e) All premium cost shall be borne by the Contractor.
  - f) Liability policies shall not contain any exclusions or restrictions for commercial development or construction; for blasting, explosion, collapse or underground (XCU) hazards; or for subsidence/earth movement, which also shall not contain any sublimits.
2. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.
  3. Waiver of Subrogation: Contractor, Subcontractors (of every tier) shall waive all rights against The Woodlands at Belmont Hill II Condominium and their agents, officers, directors, direct abutters and employees for recovery of damages, to the extent these damages are covered by General Liability, Excess/Umbrella Liability, Automobile Liability & Workers Compensation and Employers Liability maintained per requirements outlined.

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