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September 11, 1998

Ms. Becky Tilden  
Department of Public Works  
Town of Marion  
Two Spring Street  
Marion, MA 02738

Re: Hammetts Cove Drive Sewer Extension

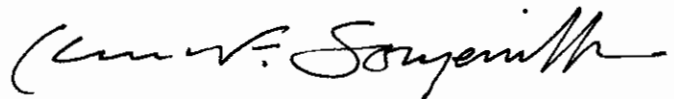
Dear Ms. Tilden:

I have finally obtained the last lot owner's signature to the Hammetts Cove Trust Sewer Extension Maintenance Agreement, so I am enclosing a photocopy of the agreement for your files, as you requested. The text of the Maintenance Agreement was approved by the Town last May.

My understanding is that the Town must have a fully executed Maintenance Agreement on file before any individual lot owner may connect his or her residence to the sewer extension. It is also my understanding that the Maintenance Agreement is the final document that you need from the Trust in connection with the sewer extension (I realize that each individual lot owner must apply separately for permission to connect to the sewer). Please let me know if my understanding is not correct.

Thank you for your assistance.

Sincerely,



Kurt F. Somerville

KFS:cas  
Enclosure

## HAMMETTS COVE TRUST

### SEWER EXTENSION MAINTENANCE AGREEMENT

This Agreement is made as of the 1st day of May, 1998, by and among the lot owners set forth below of Hammetts Cove Trust, created under a Declaration of Trust dated December 26, 1974, as amended (the "Trust"), and Edward J. Mitton, J. Deane Somerville, and Theodore P. Munro, as Trustees of the Trust (the "Trustees").

WHEREAS, the lot owners of the Trust (the "Lot Owners") own the following real property located in Marion, Plymouth County, Massachusetts:

LOT OWNER	ASSESSORS MAP	PROPERTY ADDRESS
J. Deane Somerville	Map 8, Lots 39 and 39N	Point Road, Marion, MA 02738
Agnes M. Lombard	Map 8, Lots 39K and 39M	Point Road, Marion, MA 02738
Caleb Loring, Jr., Trustee of ECJ Property Trust No. 2	Map 8, Lot 39A	Point Road, Marion, MA 02738
G. Richard Huguenin and Ellen L. Moore	Map 8, Lot 39L	10 Hammetts Cove Drive, Marion, MA 02738
David W. Mitton and Nancy D. Mitton	Map 8, Lot 39R	17 Hammetts Cove Drive, Marion, MA 02738
Edward J. Mitton and Carolyn C. Mitton	Map 8, Lot 39B	25 Hammetts Cove Drive, Marion, MA 02738
E. Lynn Giordano	Map 8, Lot 39C	22 Hammetts Cove Drive, Marion, MA 02738
Anne Biner-Putnam	Map 8, Lot 39E	86 Hammetts Cove Drive, Marion, MA 02738
Kurt F. Somerville and George T. Shaw, Trustees of J. S. Realty Trust	Map 8, Lot 39F	756 Point Road, Marion, MA 02738
Marjorie C. Munro and Theodore P. Munro, Trustees of MCM Trust	Map 8, Lot 39G	83 Hammetts Cove Drive, Marion, MA 02738
Marjorie C. Munro	Map 8, Lot 39P	Hammetts Cove Drive, Marion, MA 02738
Edward J. Mitton, J. Deane Somerville and Theodore P. Munro, Trustees of Hammetts Cove Trust	Map 8, Lot 39D	None (non-buildable common area)

Edward J. Mitton, J. Deane Somerville and Theodore P. Munro, Trustees of Hammetts Cove Trust	Map 8, Lot 39H	None (non-buildable common area)
Edward J. Mitton, J. Deane Somerville and Theodore P. Munro, Trustees of Hammetts Cove Trust	Map 8, Lot 39J	None (non-buildable common area)

**WHEREAS**, the Trustees also own a 40-foot wide private way known as Hammetts Cove Drive;

**WHEREAS**, the Lot Owners' ownership and use of the lots described above, and of the common areas of the Trust, including Hammetts Cove Drive, are subject to the terms and conditions of the Trust;

**WHEREAS**, the Lot Owners and the Trustees agreed to install a common sewer line to service the lots described above, which sewer line would run from the intersection of Joanne Drive and Point Road in Marion, along Point Road to Lot 39N; across Lots 39N, 39M, 39A, and 39L; and along Hammetts Cove Drive to its terminus (the "Sewer Line");

**WHEREAS**, the Town of Marion approved the installation of the Sewer Line; and

**WHEREAS**, each Lot Owner agreed with the Trustees and each other to pay his or her share of the cost of the installation of the Sewer Line.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. Each of the Lot Owners shall pay his or her pro rata share of the costs in connection with the maintenance and repair of the Sewer Line, including the equipment, connections, and appurtenances incidental thereto. A Lot Owner's pro rata share shall be determined in accordance with the provisions of Paragraph 4 of the Trust.
2. Each Lot Owner shall be solely responsible for any and all costs relating to the installation, maintenance and repair of the Lot Owner's individual sewer line connection running between the Lot Owner's residence and the Sewer Line, including the grinder pump, tank, and any other equipment, connections, and appurtenances incidental thereto.
3. The Trustees and the Lot Owners hereby agree not to petition the Town of Marion for acceptance of the Sewer Line or the equipment, connections, and appurtenances incidental thereto.

4. The parties agree that the Trustees shall be the agents for the Trust and the Lot Owners to enter into contracts to maintain or repair the Sewer Line. The Trustees shall not be held personally liable by reason of any action taken, suffered or omitted in good faith pursuant to this Agreement. The Trustees' liability shall otherwise be governed by the provisions of Paragraph 2 of the Trust.

5. Payment of a Lot Owner's pro rata share of any costs relating to the maintenance or repair of the Sewer Line shall be governed by Paragraph 4 of the Trust. Notwithstanding any provision of Paragraph 4 of the Trust to the contrary, each Lot Owner shall pay within 30 days after the work has been completed and an invoice has been sent, his or her pro rata share of such costs, including but not limited to engineering, inspection, police detail, recording and reasonable attorney's fees.

6. In the event of non-payment of an assessment by a Lot Owner, the Trustees shall have the remedies set forth in Paragraph 4 of the Trust. Notwithstanding any provision of Paragraph 4 of the Trust to the contrary, the parties agree that if payment of a Lot Owner's pro rata share is not made within 30 days after the work is completed and an invoice has been sent, a mechanic's lien may be filed in the Plymouth County Registry of Deeds against the Lot Owner's property benefited by the maintenance or repair of the Sewer Line.

7. This Agreement shall be binding on and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto. The validity and construction of this Agreement shall be determined in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, each of the parties hereto hereby executes this Agreement under seal as of the date first above written.

OWNER OF LOTS 39 AND 39N:

  
J Deane Somerville

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

June 2, 1998

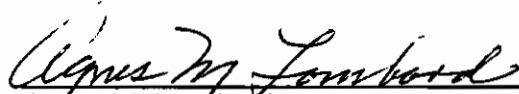
Then personally appeared before me the above-named J. Deane Somerville and acknowledged the foregoing instrument to be his free act and deed.



Notary Public

My commission expires: Sept. 18, 2003

OWNER OF LOTS 39K AND 39M:

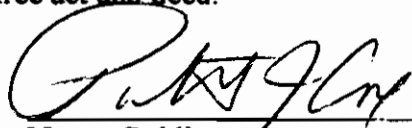
  
Agnes M. Lombard

COMMONWEALTH OF MASSACHUSETTS

County of SUFFOLK, ss.

JUNE 4, 1998

Then personally appeared before me the above-named Agnes M. Lombard and acknowledged the foregoing instrument to be her free act and deed.

  
Notary Public  
My commission expires: 9/25/98

OWNER OF LOT 39A:

Caleb Loring, Jr.  
Caleb Loring, Jr., Trustee of ECJ Property  
Trust No. 2

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

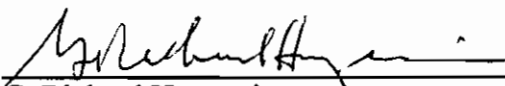
June 3, 1998

Then personally appeared before me the above-named Caleb Loring, Trustee as  
aforesaid, and acknowledged the foregoing instrument to be his free act and deed.

Patricia R. Hurley  
Notary Public  
My commission expires:

PATRICIA R. HURLEY, Notary Public  
My Commission Expires July 21, 2000

OWNERS OF LOT 39L:

  
G. Richard Huguenin

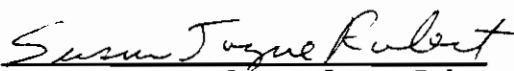
  
Ellen L. Moore

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

September 3rd, 1998

Then personally appeared before me the above-named G. Richard Huguenin and acknowledged the foregoing instrument to be his free act and deed.

  
Notary Public Susan Jayne Robert  
My commission expires:

My commission exp. March 29, 2002

OWNERS OF LOT 39R:

  
David W. Mitton

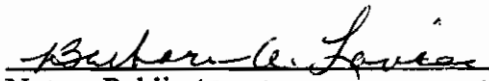
  
Nancy D. Mitton

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

June 8, 1998

Then personally appeared before me the above-named Nancy D. Mitton and acknowledged the foregoing instrument to be her free act and deed.

  
Notary Public/Barbara A. Lavine  
My commission expires: 7/26/2002



OWNERS OF LOT 39B:

Edward J. Mitton  
Edward J. Mitton

Carolyn C. Mitton  
Carolyn C. Mitton

COMMONWEALTH OF MASSACHUSETTS

County of PLYMOUTH, ss.

JUNE 2, 1998

Then personally appeared before me the above-named Edward J. Mitton and acknowledged the foregoing instrument to be his free act and deed.

Patsy K. Wach  
Notary Public PATSY K. WACH  
My commission expires: 9/23/99

OWNER OF LOT 39C:

E. Lynn Giordano  
E. Lynn Giordano

STATE OF NEW YORK

County of New York, ss.

June 16, 1998

Then personally appeared before me the above-named E. Lynn Giordano and acknowledged the foregoing instrument to be her free act and deed.

Pamela Walsh

Notary Public

My commission expires: 2/20/2002

PAMELA WALSH  
Notary Public, State of New York  
No. 01WA5055806  
Qualified in Queens County  
Commission Expires Feb. 20, 2002

OWNER OF LOT 39E:

Anne Biner-Putnam  
Anne Biner-Putnam

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

June 3, 1998

Then personally appeared before me the above-named Anne Biner-Putnam and acknowledged the foregoing instrument to be her free act and deed.

Marilyn E. Winters  
Notary Public Marilyn E. Winters  
My commission expires: November 20, 2003

OWNERS OF LOT 39F:

Kurt F. Somerville  
Kurt F. Somerville, Trustee of J. S. Realty  
Trust

George T. Shaw  
George T. Shaw, Trustee of J. S. Realty  
Trust

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

May 22, 1998

Then personally appeared before me the above-named Kurt F. Somerville, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed.

Linda M. Mearns  
Notary Public  
My commission expires: Oct. 19, 2001

OWNERS OF LOT 39G:

Marjorie C. Munro  
Marjorie C. Munro, Trustee of MCM Trust

Theodore P. Munro  
Theodore P. Munro, Trustee of MCM Trust

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

June 4, 1998

Then personally appeared before me the above-named Marjorie C. Munro,  
Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and  
deed.

Phyllis J. Davis  
Notary Public Phyllis J. Davis  
My commission expires:

November 29, 2002

OWNER OF LOT 39P:

Marjorie C. Munro  
Marjorie C. Munro

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

June 4, 1998

Then personally appeared before me the above-named Marjorie C. Munro and acknowledged the foregoing instrument to be her free act and deed.

Phyllis J. Davis  
Notary Public Phyllis J. Davis  
My commission expires:  
November 29, 2002

HAMMETTS COVE TRUST

By:

  
Edward J. Mitton, Trustee

  
J. Deane Somerville, Trustee


  
Theodore P. Munro, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

JUNE 2, 1998

Then personally appeared before me the above-named J. Deane Somerville, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed.

  
Notary Public  
My commission expires: SEPT 18, 2003