

**Agreement Between Jonathan Coats and Meadow Wood Homeowners Association**

On this day, April 17, 2007, Jonathan Coats, Plaintiff, and the Meadow Wood Homeowners Association, Inc. ("HOA"), Defendant, agree as follows:

1) Jonathan E. Jones, P.E. is given discretion to manage the repairs to the Limited Common Area Driveway and lower slope serving Lots 22R through 26R ("LCA Driveway"). Mr. Jones will be responsible for the following:

- a) picking a contractor to perform the repairs contemplated in his October 18, 2005 Report;
- b) supervise a contractor to perform the repairs contemplated in his October 18, 2005 Report;
- c) determine, in his sole discretion, in writing, whether the repairs contemplated in his October 18, 2005 Report, including, but not limited to, whether a well-defined drainage swale is necessary and whether a geotechnical field investigation is necessary;
- d) certify, in writing, when the repairs he deems necessary are completed.

2) The cost of repairs will be split amongst the six property owners of lots 22R through 26R.

3) The repairs will be completed by September 30, 2007.

4) Any disputes related in any way to this Agreement or the repairs contemplated herein will be submitted to Kim Goldberger.

5) The cost relating to retaining and paying Jonathan Jones will be borne equally by the owners of Lots 22R through 26R.

6) If Mr. Jones determines, in writing, that a geotechnical field investigation and/or a well-defined drainage swale is necessary, he will choose a contractor to perform the work and supervise the work.

7) Mr. Jones will approve the completion of the Upper Trailhead to divert water from Mr. Coats' property, and certify that it is completed in writing.

8) Mr. Jones cannot be sued for discretionary decisions made in performing any task relating to this Agreement or the supervision of work contemplated in this Agreement. This provision does not include professional competence.

9) If the owners of Lots 22R – 26R revoke access to the Upper LCA Driveway to access the Upper Trailhead Easement, Mr. Coats will not bring suit relating to the construction of the Lower Trailhead Easement, provided it is consistent with the recommendations to mitigate erosion of Walter E. Schultz, P.E. in his May 6, 2005 letter report.

10) If Mr. Jones does not agree to perform the tasks outlined and detailed in this Agreement and his October 18, 2005 Report, the parties to this Agreement will ask Mr. Jones for a recommendation for three qualified professionals to perform those tasks and Mr. Coats will choose from the three recommended professionals.

11) The parties to this Agreement agree that upon execution of this Agreement, the parties will stipulate to the dismissal, with prejudice, of Jonathan Coats v. Meadow Woods Homeowners Association, Inc., Case No. 06 CV 253, pending in the Summit County District Court. The Stipulation, along with the WWE Report, will be filed with the Court for entry as an Order.

12) The parties agree that they will work together to implement the terms of this Agreement and draft any documents on filings that are necessary for the implementation and performance of this Agreement.

Signed by:

Judge Kim Goldberger  
Hank Wiethake  
Jonathan Coats  
Reid A. Page  
Anne E. Parmley

Dated: April 17, 2007.