

AGREEMENT

This Agreement is entered into by and between Seabrook Development Associates, LLC (hereafter referred to as “Waterstone”), with a principal address of 322 Reservoir Street, Needham, MA, 02494, and the Town of Seabrook (hereinafter referred to as the “Town” or “Seabrook”), with a principal address of 99 Lafayette Road, Seabrook, NH 03874.

WHEREAS, 600’ of Perkins Avenue, extending from Lafayette Road, was accepted by the Town via vote of the Legislative Body on amended article 42 of the 1978 Town Meeting Warrant (hereinafter “Perkins Ave.”);

WHEREAS, the Town does not own the fee interest in Perkins Ave.;

WHEREAS, it is presumed that the abutters to Perkins Ave. own to the center line of the same;

WHEREAS, Waterstone is a part of a development project proposed for property identified as Town Tax Map 8, Lot 1, and is proposing a slight relocation of the end portion of Perkins Ave. to accommodate same (the “proposed relocation”);

WHEREAS, the Seabrook Planning Board has approved a lot line adjustment plan in case number 2019-13 which depicts the proposed relocation;

WHEREAS, after changes to the right of way of Lafayette Road, the current length of the accepted portion of Perkins Ave. is 580.7’;

WHEREAS, the proposed relocation will result in a right of way length for Perkins Ave. of 599.2’;

WHEREAS, Waterstone has met with and consulted all affected property owners who were duly noticed and provided the opportunity to participate in the Planning Board’s lot line adjustment application review;

WHEREAS, pursuant to RSA 231:8, the Board of Selectmen may lay out a class V or VI highway, or alter any such existing highway within the Town, upon determining an occasion to do so;

WHEREAS, in order to exercise its RSA 231:8 authority to relocate an existing Town road, the Board of Selectmen must receive a petition to relocate, must provide notice of the Board’s intention to consider the petition to relocate to all abutters and owners over whose land the proposed route would pass, would have to conduct a public hearing, at least 30 days after providing the aforementioned notice, to consider evidence provided by abutters and interested parties and to consider, in a quasi-judicial capacity, whether there is occasion for the proposed relocation, and

finally, assuming the Board of Selectmen found such occasion to exist, to prepare a return to be recorded with the Town Clerk;

WHEREAS, in determining whether occasion for the proposed relocation exists, the Board of Selectmen is charged with consideration of the public exigency and convenience of the proposal, as well as the rights of affected landowners. Specifically, in determining whether occasion exists for the proposed relocation, the Board of Selectmen must consider the public convenience and public necessity for the highway; 2) the financial burden to be imposed upon the Town's taxpayers for the construction and maintenance of same; and 3) the rights of owners and interested parties whose land is affected by such proposal;

WHEREAS, Arleigh Greene has filed a Petition on behalf of Waterstone with the Town of Seabrook requesting that the Selectmen approve the proposed relocation pursuant to RSA 231:8, which proposed relocation will confer a special benefit to Waterstone;

WHEREAS, the Town intends to engage the above-referenced procedural process;

WHEREAS, Waterstone has the obligation to develop and present the evidence and argument supporting occasion to relocate Perkins Ave for consideration by the Board of Selectmen at the public hearing;

WHEREAS Waterstone desires to memorialize its financial commitment with regard criteria (2) above, in advance of the public hearing on the proposed relocation.

NOW THEREFORE, the parties agree as follows:

1. Waterstone agrees to accumulate and present to the Board of Selectmen the evidence and argument supporting the occasion to relocate a portion of Perkins Ave.
2. To the extent the Board of Selectmen finds occasion to relocate Perkins Ave. in accordance with its petition, Waterstone agrees to pay for any and all expenses associated with the proposed relocation including but not limited to any and all notification requirements for the public hearing, any and all permitting and survey work required for said road layout process, any and all site work and construction costs for the proposed relocation, and any and all engineering review fees and reasonable attorney's fees incurred by the Town of Seabrook involved with the proposed relocation and associated layout process;
3. Waterstone agrees to defend any challenge to the Board of Selectmen's action on its petition and to indemnify the Town for any damages resulting from such challenge.

Executed this ___ of November, 2019.



Witness

DOUGLAS RICHARDSON
WATERSTONE PROPERTIES

Witness

Seabrook Development Associates, LLC



By: Neal Staborn

The Town of Seabrook

By: William Manzi, Town Manager