

## SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into by and between the Town of Seabrook, a New Hampshire municipal corporation with a principal business address of 99 Lafayette Road, Seabrook, New Hampshire 03874 (“**Seabrook**”), Ying Chuang and Kerry R. Chuang, now or formerly of 11 Carriage Drive, Lexington, Massachusetts 02420 (collectively, “**the Chuangs**”) (Seabrook and the Chuangs may be referred to collectively as “**Parties**”).

**WHEREAS**, the Chuangs own the property commonly known as Phoenicia Motor Inn, located at 131 Lafayette Road in Seabrook, New Hampshire (“**Property**”); and

**WHEREAS**, on December 18, 2020, Seabrook brought an action against the Chuangs pursuant to RSA 676:15 and RSA 676:17, V, seeking immediate relief arising from building code violations that endangered the public welfare (“**the Lawsuit**”); and

**WHEREAS**, the Lawsuit was docketed in Rockingham County Superior Court as Town of Seabrook v. Kerry R. Chuang, et al., No. 218-2020-CV-01325; and

**WHEREAS**, the Court entered judgment in the Lawsuit in favor of Seabrook and ordered the Chuangs to pay Seabrook \$3,770.28 in legal costs (“**the Judgment**”); and

**WHEREAS**, the Chuangs claim financial hardship and inability to pay the full Judgment, but have made partial payments of \$520.00, reducing the Judgment to \$3,250.28; and

**WHEREAS**, the Parties wish to forego the time and expense of regular review hearings in the Superior Court;

**NOW, THEREFORE**, in exchange for the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Seabrook and the Chuangs agree as follows:

1. **Payment.** The Chuangs agree to pay, and Seabrook agrees to accept, a total of \$1,625.14 in full satisfaction of the outstanding Judgment amount. Said payment shall be made to Seabrook on or before June 15, 2023.

2. **Release.** In consideration of the covenants contained in Paragraph 1 of this Agreement, Seabrook, individually and on behalf of its successors and assigns, hereby forever waives, discharges, and releases the Chuangs, their heirs, successors, and assigns, with regard to all claims and causes of action, whether known or unknown, relating to and arising out of the Lawsuit and the Judgment, from the beginning of time until the date of this Release. The Release set forth in this Paragraph 2 relates solely and exclusively to the Lawsuit and the Judgment, and it shall not be interpreted or construed to affect, in any manner whatsoever, Seabrook’s continuing efforts to bring the Property into compliance with all applicable statutes, regulations, ordinances and codes, including, without limitation, proceedings in the 10th Circuit – District Division – Hampton docketed as The Town of Seabrook v. Ying Chuang and Kerry R. Chuang, No. 441-2022-CV-00081, and Ying Chuang and Kerry R. Chuang v. The Town of Seabrook, No. 441-2022-CV-00082. Further, the Release set forth in this Paragraph 2 shall not be interpreted or construed to

limit Seabrook's authority to enforce all applicable statutes, regulations, ordinances, and codes as pertaining to the Property.

3. **Miscellaneous.** This Agreement shall be binding upon Seabrook's and the Chuangs' respective heirs, agents, successors, and assigns. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire. Seabrook and the Chuangs acknowledge that they have either consulted with counsel or had an opportunity to consult with counsel prior to executing this Agreement. In the event the Chuangs do not consult with counsel, this Agreement shall not be construed against Seabrook on the grounds that the Chuangs did not consult with counsel. All express and implied agreements, covenants, representations, and warranties, whether oral or written, of the Parties hereto concerning the subject matter hereof are contained herein. This Agreement may be executed in counterparts, and each counterpart shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date(s) set forth below.

**TOWN OF SEABROOK,  
BY ITS BOARD OF SELECTMEN**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Theresa A. Kyle

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Srinivasan Ravikumar

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Harold F. Eaton

**CHUANGS**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Ying Chuang

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Kerry R. Chuang