

David Choate, et al

v.

Town of Rye, et al

**SETTLEMENT STIPULATION**

NOW COME the parties to stipulate to the following settlement of all claims and legal issues in the above captioned case, as follows:

**§ 1. CONVEYANCE OF FORMER BANK PROPERTY.**

A. 500 shall convey the 3.7 acre former TD Bank property to the Rye Conservation Commission on behalf of the Town. The Town will pay \$700,000 to 500 for the former bank property.

B. \$300,000 shall be paid to 500 by the Rye Conservation Commission, and \$400,000 shall be paid by the Public Library Trustees.

**§ 2. COVENANT TO BE PLACED ON PARSONAGE PARCEL.**

A. Upon obtaining title to the former TD Bank Property the Town shall record the following deed restriction on the 0.4 acre Parsonage Property:

- 1) The premises shall be used for purposes related to the Rye Public Library and shall be under the custody and management of the Trustees of the Rye Public Library (the "Trustees") so that public access and use shall be provided to any open space therein, subject to the Trustees right to reasonably regulate said public access and use.

- 2) The premises, or any portion thereof or interest therein, shall not be conveyed without a town meeting vote and the written consent of the library trustees. Said consent shall be recorded in the Rockingham County Registry of Deeds.

B. The terms of the transactions in this section and in Section 1 are detailed further herein and in a separate Agreement to Convey Interests in Real Estate.

**§ 3. DEADLINE FOR CLOSING ON FORMER BANK PROPERTY.**

A. The conveyance set forth in § 1 shall be completed no later than noon on February 25, 2021.

B. If the conveyance is not completed by noon on February 25, 2021 the parties are relieved of the obligations set forth in §'s 1 and 2.

**§ 4. NULLIFICATION OF SWAP CONTRACT.**

Upon approval of this Stipulation by the Court the Contract For Property Exchange/Swap between the Town and 500, as amended, is null and void.

**§ 5. REIMBURSEMENT OF DEMOLITION EXPENSE.**

The Town shall pay 500 \$31,000 as reimbursement for 500's payment of the cost of demolishing the structures on the Parsonage Property. Payment shall be made within one (1) business day of the Court's approval of this Settlement Stipulation.

**§ 6. WITHDRAWAL OF RIGHT-TO-KNOW REQUESTS.**

A. Upon approval of this Stipulation by the Court all pending right-to-know requests made by 500 to the Library Board of Trustees are withdrawn.

B. Upon approval of this Stipulation by the Court all pending right-to-know requests made by the Library Board of Trustees to the Town, including requests by individual trustees are withdrawn.

**§ 7. MUTUAL RELEASES.**

The Parties hereby release and forever discharge one another and all related persons, from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreement, damages, and any and all claims, demands, and liabilities whatsoever of every name and nature, both in law and in equity, which they not have or have ever had or may have on account of all claims relating to and/or arising out of the facts and allegations set forth in the Complaint, Answers, Counterclaims and other pleadings filed in this case.

**§ 8. NO ADMISSION OF FAULT OR LIABILITY.**

No statement within this Stipulation shall be interpreted as an admission of fault or liability by any of the parties in connection with the allegations made in the Complaint, Answers, Counterclaim, or other pleadings filed in this case.

**§ 9. REPRESENTATIONS.**

The Parties represent to each other that each Party has full power and authority to enter into this Stipulation and to comply with the terms hereof; all requisite action has been taken to make this Stipulation valid and binding on each Party in accordance with its terms; and, the persons signing this Stipulation on behalf of each party are fully authorized to do so under the laws of the State of New Hampshire.

**§ 10. DOCKET MARKINGS.**

The Docket in this case shall be marked. "Case settled. Complaint Dismissed. Counterclaim Dismissed. No fees. No Costs. No further action for same cause".

AGREED BY THE PARTIES:

Plaintiff David Choate  
Plaintiff Tom King  
By Their Attorney

Plaintiff Trustees of Rye Public Library  
By Their Attorney

/s/ John Kuzinevich      2/12/2021  
John Kuzinevich, Esq.      Date  
NH Bar No. 264914

/s/ Derek Durbin      2/12/2021  
Derek Durbin, Esq.      Date  
NH Bar No. 17382

Defendant Town of Rye  
Defendant Philip D. Winslow  
Defendant Bill Epperson  
Defendant Mae Bradshaw  
By Their Attorney

Defendant 500 Washington Rd., LLC  
By Its Sole Member Daniel Philbrick

/s/Michael L. Donovan      2/12/2021  
Michael L. Donovan, Esq.      Date  
NH Bar No. 661

      2/12/2021  
Daniel Philbrick      Date

APPROVED AND SO ORDERED

\_\_\_\_\_  
Martin P. Honigberg, Presiding Justice

\_\_\_\_\_  
Date