

## AGREEMENT

This **AGREEMENT** ("**Agreement**"), dated May 28, 2021, is made by and between Patrick H. Ford, III, as Power of Attorney for Patrick H. Ford ("**Ford**") and Denise and Steven Manseau ("**Manseaus**").

### Recitals

A. Ford owns real property located in Rye, New Hampshire with an address of 125 Wentworth Road and Manseaus own real property located in Rye, New Hampshire with an address of 117 Wentworth Road. The Ford and Manseau properties are adjacent to each other.

B. Manseaus desire to build a workshop on their property and have applied to the Rye Zoning Board of Adjustment for variances from various sections of the Rye Zoning Ordinance including a variance from the setback requirement that applies to a common boundary with Ford.

C. Ford is willing to support the Manseaus' variance request on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recital paragraphs are incorporated by reference herein and made a part hereof.

2. The workshop will be built in accordance with the set of design renderings and plans provided by Manseaus to Ford, copies of which are attached hereto, made a part hereof and referred to herein as the "**Plans**" (12 pages). The Manseaus represent that the proposed height of the peak of the roof of the workshop as shown on page 1 of the Plans is the minimum necessary to allow the Manseaus to be able to stand up in both floors.

3. The workshop will be built subject to and in accordance with the following additional terms and conditions:

- (a) The workshop shall never be connected to water or any septic/holding tank/sewer
- (b) The workshop shall never be converted to or used for residential purposes
- (c) The HVAC unit shall be tucked under the stairwell (as shown on page 12 of the Plans)
- (d) The workshop shall be the same color as the house at 117 Wentworth Road
- (e) The peak of the roof of the workshop shall be no higher than is necessary to allow the Manseaus to be able to stand up in both floors
- (f) There shall be no more than two exterior lights on the workshop, one at each doorway. The lights shall be down turned and shielded
- (g) The workshop shall be located fully on Manseaus' property with a minimum setback from the common boundary with Ford of 2' 6"
- (h) 3 or 4 mature (e.g. 4 - 5 feet +/- when planted) evergreen trees/plants that will grow and fill in the area between the workshop and Ford property shall be planted, watered and cared for by Manseaus. The evergreens may be planted on Ford property up to five feet from the common

boundary. Manseaus and Ford will work together to identify the exact location for each evergreen and the type of evergreen. The evergreens will be planted as soon as reasonably possible.

4. Manseaus shall deliver a copy of this Agreement, fully executed, to the Rye Zoning Board of Adjustment prior to the June 2, 2021 public hearing and request that any approval of their variance application incorporate and be made subject to the terms and conditions hereof.

5. The common boundary of the Manseau and Ford properties that is approximately perpendicular to Wentworth Road has been surveyed and staked. Manseaus hereby acknowledge and agree that the improved areas of their property that encroach onto Ford property (e.g. gravel driveway, plants, landscaping, pavers) were made with the permission of Ford and that Manseaus have acquired no adverse claim or rights of occupancy or possession against the Ford property. In addition, Manseaus hereby waive any claim or right they may now have against the Ford property in the nature of adverse possession or any other claim or right that may accrue by possession or the passage of time.

6. (a) This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements with respect thereto. This Agreement may not be modified, changed, amended, supplemented or terminated, except by a written instrument signed by all parties.

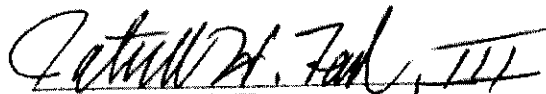
(b) If any provision of this Agreement shall be determined invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect.

(c) This Agreement is binding upon and inures to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

  
Denise Manseau

  
Steven Manseau

  
Patrick H. Ford, III  
Power of Attorney for Patrick H. Ford