

Non-Judicial Settlement Agreement Summary – September 17, 2018

- i. The land given to the Town under this provision shall be deeded to the Selectmen for the Town of Stratham, on behalf of the Town, and said land shall be named the “Mary and Walt Smyk Park” (“the Park”) and may only be referred to in all Town documents as the “Mary and Walt Smyk Park,” “Smyk Park,” or “Stratham Park.” The Grantors’ Trust will commission and erect a commemorative plaque of at least Three Hundred square inches (300 sq. in.) denoting the Grantors’ contribution of the property to the Town, which shall be placed at a visible location at or near the main entrance to the Park and perpetually maintained by the Town.
- ii. The monies given to the Town under this provision (“the endowment”) shall be held in trust by the Trustees of the Trust Funds for the Town of Stratham and the income therefrom shall be used to maintain the Park.
- iii. All decisions regarding the management and use of the endowment, as provided for in this Article Two, Section D., paragraph 3, g., shall be made by the Trustees of the Trust Funds. All decisions regarding the management and use of the Park as provided for in this Article Two, Section D., paragraph 3, g. shall be made by a majority vote of the Board of Selectmen.
- iv. The uses of the Park shall be limited to recreational and cultural purposes for residents of the Town of Stratham. Consistent with these uses, the Park may contain picnic tables, fire pits and barbeque facilities. Swings and other similar commercial park and playground equipment constructed of wood, plastic and/or other composites are allowed provided they are colored in natural earth colors, consistent with Park’s existing vegetation. No trees may be removed unless they are dead, dying or decayed. Any trees that are removed must be replaced, on any area of the property, with trees of a similar species which are at least 1.5 inches caliper in width. No significant changes may be made to the topography of the land in the Park. The alteration of topography necessary to construct reasonably level parking facilities with associated drainage structures near intended and allowed uses shall not be considered a “significant” change prohibited by this paragraph provided the location of such improvements is selected in accordance with best management practices.
- v. The existing house and barn may be retained or replaced with a new building or structure, which may not exceed the footprint of the building or structure it replaces. Any new buildings, structures or changes to the existing buildings will require the approval of a majority of its Selectmen. Nothing herein shall be construed to require the TOWN to replace the existing house and/or barn should the TOWN elect to remove same.
- vi. No replacement building or other similar structure may be located within four hundred feet (400') of Portsmouth Avenue or Bunker Hill Avenue. In conjunction with the construction of any replacement building or structure, the existing well and septic system may be relocated as necessary.

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- vii. In addition to the replacement of the existing buildings or structures provided for in subparagraphs v. and vi. above, the Town may also construct a maintenance and storage shed having a footprint of no more than Seven Hundred and Fifty square feet (750 sq. ft.) and a restroom facility of no more than Five Hundred square feet (500 sq. ft.), together with associated well and septic systems, and a single, pavilion type structure of not more than Three Thousand square feet (3,000 sq. ft.).
- viii. The design of any new or replacement building or structures must reflect the rural nature of the Town and may not exceed thirty feet (30') in height.
- ix. Once the Park and the endowment are distributed to the Town, the Town shall hold the Grantors' Trust harmless and indemnify it from any claim made against the Grantor's Trust in connection with the property.