

BOUNDARY LINE ADJUSTMENT AGREEMENT

NOW COMES, the Town of Meredith, NH ("**Town**") as the property owner for the parcel identified as Tax Map U35, Lot 10 ("**the Town Lot**"), with a mailing address of 41 Main St., Meredith, NH 03253 and Goodhue Meredith Real Property, LLC ("**Goodhue**") as the property owner of the parcels identified as Tax Map U35, Lots 8A, Lot 11, 12 & 14 ("**the Goodhue Property**"), and for the mutual promises and agreements contained herein hereby agree as follows:

WHEREAS, the Town desires to renovate its existing docks in Lake Winnepesaukee ("**the Lake**") adjacent to the Town Lot; and

WHEREAS, Goodhue desires to renovate its existing docks in the Lake and marina facilities on the Goodhue Property; and

WHEREAS, the New Hampshire Department of Environmental Services ("**DES**") current interpretation of its regulations concerning how extension of boundary lines into the Lake are to be treated would mean that neither the Town's dock renovation project nor part of Goodhue's dock renovation project could occur as the parties intend; and

WHEREAS the Town has asked Goodhue to revise the Goodhue dock renovation plan to accommodate both the current and potential future expansion of the Town's docks; and

WHEREAS the Parties have worked together to arrive at a mutually desired configuration of their respective dock projects and the Boundary Line Adjustments to Lots 8A, 10 and 11 ("**the Lots**"), as shown on that certain Boundary Line Adjustment Survey ("**the Plan**") prepared for the Town and Goodhue by Ames Associates, dated November 16, 2022, a true and correct copy of which is attached hereto as "**Exhibit A**"; and

WHEREAS the Parties have worked together to arrive at mutually desired language of Consent Letters for their respective projects for filing with DES, true and correct copies of which are attached hereto as "**Exhibit B**" (Goodhue's Consent Letter for the Town) and "**Exhibit C**" (the Town's Consent Letter for Goodhue) (collectively "**the Consents**"); and

WHEREAS the Town desired that the Plan and the associated Deeds between the parties for corresponding swap of portions of the Lots necessary to effectuate the Plan ("**the Deeds**") be exchanged and recorded prior to the Town's Planning Board final approval of the Goodhue Site Plan for the renovation of the Goodhue Marina on the Goodhue Property; and

WHEREAS the Parties have worked together to arrive at mutually desired language for the Deeds, true and correct copies of which are attached hereto as "**Exhibit D**" (Goodhue's Deed to the Town) and "**Exhibit E**" (the Town's Deed to Goodhue),

The Town and Goodhue now agree:

1. The Town will prepare and file the necessary Application with the Town Planning Board to gain approval of the Plan;
2. The Plan and the Deeds are to be executed and recorded at the Belknap County Registry of Deeds ("**the Registry**") upon the expiration of 30 days from the Planning Board's approval of the Plan;

3. The Parties are authorized to use and tender the Consents to DES upon the expiration of 30 days from the Planning Board’s approval of the Plan;
4. Subject to the provisions of that certain Easement Agreement dated October 31, 2002 as recorded at the Registry at Book 1813, Page 237 (“**the Easement**”), which Easement was ratified by the Town’s Selectmen on April 6, 2022, the Town will (i) prepare and file the necessary Application(s) with the Town Planning Board, and if necessary the Town’s ZBA and DES, for construction of up to 30 additional parking spaces on the “Upper Lot” located on a portion of Goodhue’s Lot 14, and (ii) will construct these 30 additional parking spaces at the Town’s expense in keeping with the Town’s original construction of the existing parking spaces on the “Upper Lot”. The Parties further agree that these 30 additional parking spaces will count toward the required amount of parking that Goodhue needs for its renovation of the Marina on the Goodhue Property;
5. The Parties further agree that Goodhue is hereby authorized to continue to use the “Upper Lot” on Goodhue’s Lot 14 from the date of this Agreement through the completion of Goodhue’s construction of its Marina renovation project (currently estimated to last for 5 or 6 years from the date of final Planning Board approval of the Goodhue Site Plan) from the dates of October 1st of any given year to May 31st of the following year. After the completion of Goodhue’s construction of its Marina renovation project, the Parties agree that Goodhue’s use of the “Upper Lot” will be from the dates of October 15th of any given year to May 15th of the following year; and
6. The Parties further agree that the Goodhue Marina renovation project can utilize the Town’s right of way for Lovejoy Sands Road for a walkway adjacent to Goodhue Property as needed so long as the walkway on or adjacent to the westerly portion of Lot 8-A is to the north of the existing ditch line until the walkway reaches Turtle Lane. The Parties agree to confer prior to the commencement of construction of the walkway to confirm location and construction methodology.

This Agreement was approved by the Town’s Board of Selectmen at a duly called and noticed public meeting held on _____, 2023.

Dated: _____

Town of Meredith

Troy Brown, Town Manager, Duly Authorized

Goodhue Meredith Real Property, LLC

Dated: _____

B. Cameron Pratt, Manager