

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Carroll Superior Court
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Ossipee NH 03864

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<http://www.courts.state.nh.us>

NOTICE OF DECISION

File Copy

Case Name: **Westward Shores Plaintiffs v Northgate Ossipee, LLC, et al**
Case Number: **212-2018-CV-00150**

Enclosed please find a copy of the court's order of February 12, 2020 relative to:

Settlement Agreement

February 13, 2020

Abigail Albee
Clerk of Court

(406)

C: Patricia M. Panciocco, ESQ; Richard Dean Sager, ESQ; Lawrence B. Gormley, ESQ; Hilary Anne Holmes Rheaume, ESQ; Roy W. Tilsley, ESQ

THE STATE OF NEW HAMPSHIRE

CARROLL, SS.

SUPERIOR COURT

Docket No. 212-2018-cv-00150

Westward Shores Plaintiffs,
c/o Jonathan Kinney and Michael Pacini

v.

Northgate Ossipee, LLC, et al.

SETTLEMENT AGREEMENT

1. Town will continue Pre-Firm (Flood Insurance Rate Map) Building and grandfathering determinations based on a 1991 Flood Plain Ordinance Adoption by the Town of Ossipee.
2. All non-compliant units will be anchored on a temporary basis, with two helical anchors per side, to be approved by the Code Enforcement Officer by October 1, 2020. Northgate will buy the helical anchors and cables in bulk, and will sell them to unit owners at cost. Unit owners shall obtain a building permit from the town prior to installing the anchors, and shall post the permit on site in a visible location prior to work being done.
3. If the cost of improvements including additions or if the cost to repair a structure to its pre-damage condition equals or exceeds 50% of the market value of the structure, the structure must be brought up to current flood plain management standards and the Flood Plain provisions of the Town's Zoning Ordinance.
4. Upon the sale of any non-compliant unit on site, the new owner shall be obligated to bring the unit into full compliance with the Flood Plain provisions of the Zoning Ordinance as set forth below.

Sales between the date of this Agreement and 12/31/22 – 10 years from the date of sale

Sales between 1/1/23 and 12/31/28 – 8 years from the date of sale

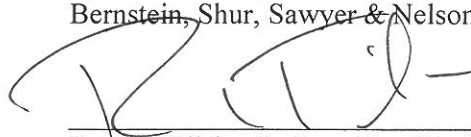
Sales on or after 1/1/29 – 5 years from the date of sale or the deadline set forth in #5, whichever comes earlier

5. All non-compliant units shall be required to be in full compliance with the Flood Plain provision of the Zoning Ordinance by December 31, 2040.

6. Any non-compliant unit as of the deadlines set forth in this Agreement shall not have its Seasonal Camping Permit renewed by Northgate or its successors. Non-compliant unit owners shall be liable to Northgate or its successors for any costs incurred by Northgate or its successors to remove their unit and improvements. Any violation of the deadlines in this Agreement shall be considered a violation of the zoning ordinance for purposes of enforcement by the Town. The Town is obligated to enforce this Agreement if full compliance is not achieved under the terms of this Agreement. Northgate and its successors shall have six months to remove any non-complaint unit or bring it into compliance after expiration of its Seasonal Camping Permit.
7. Northgate shall modify the campground's rules to incorporate the provisions of paragraphs 2, 4, and 5 of this Agreement.
8. Non-compliant units for purposes of this Agreement shall not include units that have been grandfathered as a preexisting non-conforming use.
9. This Settlement Agreement shall resolve all claims in the pending litigation with prejudice. The parties shall file this Agreement with the Court,

Northgate Ossipee, LLC and
Northgate Ossipee Lessee, LLC

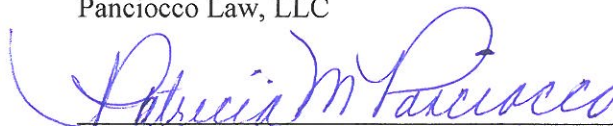
By their attorneys,
Bernstein, Shur, Sawyer & Nelson, P.A.



Roy W. Tilsley Jr. Esq., Bar No. 9400
rtilsley@bernsteinshur.com

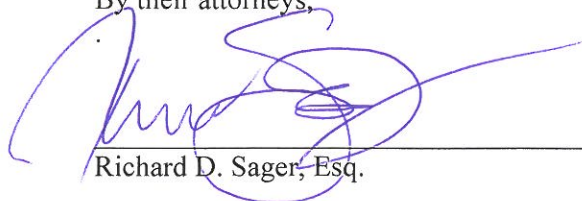
Westward Shores Plaintiffs

By their attorneys,
Panciocco Law, LLC



Patricia M. Panciocco, Esq.

Town of Ossipee
By their attorneys,



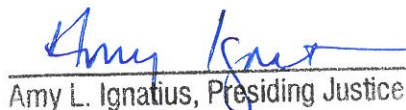
Richard D. Sager, Esq.

Dated: January 28, 2020

Dated: January 28, 2020

Dated: January 28, 2020

AGREEMENT APPROVED. SO ORDERED



Amy L. Ignatius, Presiding Justice

DATE: 2/12/2020