

A. Gerard O'Neil, Jr.
Robert A. Dietz, of counsel
James F. LaFrance
Regina A. Nadeau
William D. Woodbury
Kaitlin M. O'Neil
Ethan G. Wood*
Elizabeth A. Lahey
Mitchell B. Jean
Gary R. Boisvert*
Robert A. Pearce*

Normandin, Cheney & O'Neil, PLLC
Attorneys at Law
213 Union Avenue
P.O. Box 575
Laconia, NH 03246

Tel: 603.524.4380 Fax: 603.528.6831

afraser@nco-law.com

www.ncolaw.com

F.E. Normandin 1890-1967
F.A. Normandin 1909-1967
Thomas P. Cheney 1918-1970
A. Gerard O'Neil 1923-2000
Paul L. Normandin - 1931-2014
John D. O'Shea, Jr. - Retired
Philip P. Bonafide - Retired
Donna L. Depoian - Retired

* also licensed in MA

December 19, 2025

Rob Mora, Director
City of Laconia
Department of Planning and Community Development
45 Beacon Street East
Laconia, NH 03246

RE: Tiki Plaza, LLC
604 Endicott Street, Laconia
PL2023-0045SP

Dear Director Mora and Members of the Planning Board;

Enclosed herewith is a copy of the Supreme Court Mediation Settlement Agreement that was reached by and between the parties, Tiki Plaza, LLC, Pine Hollow Campground, and the City of Laconia. The Planning Board's subject matter jurisdiction to consider proposed site plan changes is limited to those set forth in this Agreement. The Planning Board is without jurisdiction to consider any other changes to the site plan and should be determining solely whether to approve or disapprove the modification to enlarge the retention pond, the installation of gutters on the building to route water from the roof into the retention pond, and how water in the retention pond will drain. Anything beyond these limited changes is beyond the jurisdiction and the planning board and would be a breach of the Settlement Agreement. It should be noted that all parties to the Settlement Agreement, signed this Agreement.

As background, the plaintiff in this case, Pine Hollow Campground, sued the City of Laconia for approving the site plan proposed by Tiki Plaza. The original Tiki Plaza site plan was submitted for the construction of a garage on the northern part of the lot. A retention pond was proposed at that time and was engineered to meet the standard requirements set forth in the site plan requirements for this parcel. The City of Laconia prevailed in Superior Court. Pine Hollow Campground subsequently appealed the Superior Court decision to the New Hampshire Supreme Court. The New Hampshire Supreme Court requested that the Parties attend mediation and Tiki Plaza filed an appearance and attended the mediation.

At mediation, Pine Hollow Campground could have requested any changes they wanted to the approved site plan, or anything else they wanted. However, the biggest issue they sought to have addressed was increasing the size of the retention pond for the purpose of further mitigating any potential movement of water on to its property. Tiki Plaza agreed to conduct test

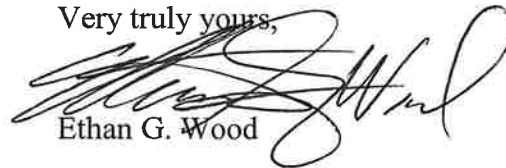
pits in the area, agreed to increase the size and depth of the retention pond, agreed to route water from the roof of the proposed structure into the retention pond, and agreed to increase greenspace onsite.

The agreed upon changes were made to the site plan and the site plan was submitted to the City of Laconia. The efforts at this time by Pine Hollow Campground to increase the scope of the site plan amendment is made in bad faith, is a violation of the Settlement Agreement, and is beyond the jurisdiction of the Planning Board to consider. Pine Hollows Campground could have sought additional changes or modifications in the Supreme Court mediation, but did not. This is not a "re-opening" of the approved site plan but rather a limited modification resulting from a mediated agreement between all parties, including Pine Hollow Campground.

Any consideration of additional changes or conditions beyond the Settlement Agreement would be a violation of the Settlement Agreement. The Planning Board's jurisdiction on the proposed changes to the site plan is limited to the proposed changes.

Should you have any questions, please feel free to contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ethan G. Wood", written over a horizontal line.

Ethan G. Wood

EGW/ams
Enclosures

CC: Laura Spector-Morgan, Esq.
Michael Tierney, Esq.
Client

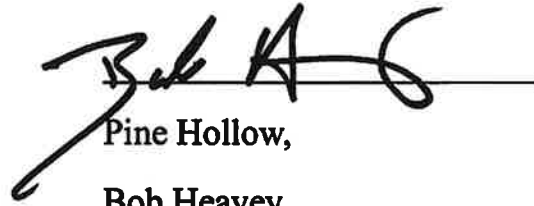
Pine Hollow and Tiki Plaza LLC

Settlement Agreement

March 19, 2024

1. A test pit shall be dug in the location of the proposed detention area to demonstrate at least five feet of natural soil without hitting ground water and Pine Hollow and/or its representatives shall be allowed to be present.
2. As compared to the December 28, 2022 plans that were submitted to the Laconia Planning Board, the Detention Area will be at least one-half (.5) feet deeper and will extend at least five feet further to the south, with the discharge going to the south.
3. Gutters for the roof of the proposed building will direct water to drainage piping that will be sloped down toward the detention area.
4. The detention area will have media depth of 18 inches below the base as indicated in paragraph 2.
5. Applicant will plant grass in some areas originally identified as impervious surfaces on the original plan.
6. The test pit will be dug in June or July 2024.
7. If the test pit shows at least five feet of natural soil without ground water, the Applicant's engineer will create an amended site plan showing the proposed increase in detention area. If the test pit does not show at least five feet, then the Applicant shall propose an alternative solution within 180 days of the test pit.
8. Pine Hollow Campground shall have 60 days following receipt of the engineer's plan to have its own engineer review the plan and any hydraulic analysis and produce a report which shall be shared with the Applicant.
9. Any amendment to the site plan may be submitted no less than 14 days after receipt of Pine Hollow's engineer's report.
10. As a condition of Planning Board approval, there shall be a third-party inspection of construction of the detention area to be completed at the Applicant's expense for the purpose of determining whether the Applicant's construction was completed in accordance with the plans.

11. Should the detention area not function properly in the future, Pine Hollow shall request inspection and enforcement by the Laconia City Planning Director or City Manager.
12. The parties shall file a joint Motion to Stay the Supreme Court appeal for a period of 12 months.

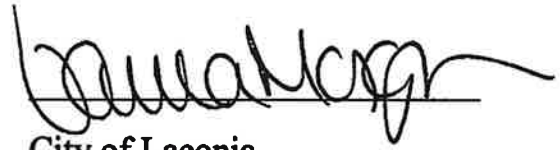


Pine Hollow,
Bob Heavey



Don Gagnon (Mar 22, 2024 11:35 EDT)

Tiki Plaza,
Don Gagnon



City of Laconia,
Laura Spector-Morgan







Settlement Agreement

Final Audit Report

2024-03-22

Created:	2024-03-22
By:	Amy Smith (asmith@nco-law.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMVd7seH4g8gvTp9EI7dreekOOKIqwfMF

"Settlement Agreement" History

-  Document created by Amy Smith (asmith@nco-law.com)
2024-03-22 - 2:31:58 PM GMT
-  Document emailed to Don Gagnon (life2@metrocast.net) for signature
2024-03-22 - 2:32:02 PM GMT
-  Email sent to ewood@nco-law.co bounced and could not be delivered
2024-03-22 - 2:32:15 PM GMT
-  Email viewed by Don Gagnon (life2@metrocast.net)
2024-03-22 - 3:34:48 PM GMT
-  Document e-signed by Don Gagnon (life2@metrocast.net)
Signature Date: 2024-03-22 - 3:35:19 PM GMT - Time Source: server
-  Agreement completed.
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