

MAY 23 1991

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May 20, 1991

* ALSO MEMBER
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BAR ONLY

Mr. Marc Tillson
Building Official
Town of New Shoreham
P. O. Box 185
Block Island, RI 02807

RE: Dolan Property -- Assessor's Plat 16, Lot 62
On West Side Road

Dear Marc:

The following constitutes the settlement of the dispute presently existing between the Town of New Shoreham and Nathalie Dolan concerning removal of gravel and fill from Assessor's Plat 16, Lot 62 on West Side Road.

It is understood that it is the position of Ms. Dolan that the removal of gravel and fill from her property is a legal non-conforming use that has not been abandoned, and that she has the legal right to continue to remove gravel and fill from that property except as otherwise agreed herein. It is also understood that it is the position of the Town that the removal of gravel and fill from Ms. Dolan's property is not a legal non-conforming use, and that the Town reserves the right in the future to oppose removal of gravel and fill from that property other than as expressly agreed herein. It is understood and agreed that this agreement may not be used as evidence in any subsequent proceeding to indicate a waiver of the foregoing positions of the parties with respect to this matter or for any other purpose other than to enforce the terms hereof.

The Town of New Shoreham and Nathalie Dolan agree as follows:

1. Ms. Dolan agrees that the property will be vegetated sufficiently for proper soil erosion measures. The present plan is to do a spring planting with fertilizer and grass seed, concentrating on the grades in order to prevent erosion. In the fall, the top soil at the back of the lot will be distributed on the property and will then be reseeded such that proper soil erosion measures will exist.

Mr. Marc Tillson
May 20, 1991
Page 2

2. Ms. Dolan has already submitted to you a contour plan. The property has been recontoured in accordance with that plan. Unless there has been some subsequent erosion on the property, it is recontoured satisfactorily to all concerned.

3. That the Dolans may remove up to a maximum of 4,000 cubic yards of additional fill from the property. That fill will be removed from the bottom of the pit, and no less than three days' notice by telephone will be given personally to Marc Tillson, Building Official of the Town of New Shoreham, prior to any such removal.

4. Ms. Dolan agrees that there shall be no further gravel or fill removal within 50 feet of any abutting property. Ms. Dolan and her successors in interest reserve the right to do normal construction or building otherwise permitted by law within 50 feet of abutting property owners, such as roadways or construction, and any removal of dirt or fill necessarily associated therewith. Obviously, Ms. Dolan would have to obtain any required permits to do so, but if there were any removal of dirt associated with normal construction of roads or structures, that would not be prohibited by this agreement.

5. The Town of New Shoreham shall dismiss the notice of violation presently pending against Ms. Dolan with prejudice and the Town waives any claims that anything that has been done with respect to Ms. Dolan's property, to date, violates any ordinance or law.

By signing this letter, I am representing that I have authority to sign this letter as an agreement by Ms. Dolan. I also understand that Mr. Packer has the authority to sign this on behalf of the Town of New Shoreham, binding the Town of New Shoreham to this agreement as well.

Sincerely,


James E. Purcell

Town of New Shoreham,
By Its Attorney,


Donald Packer

868JEP/102

cc: Ms. Nathalie Dolan
Mr. Russell Dolan
John Pfarr, Esquire
Mark Hagopian, Esquire