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TRANSMITTED
VIA EMAIL TO: Jangle@phillips-angley.com
AND U.S. MAIL

February 27, 2015

Jeffrey T. Angley, Esq.
Phillips & Angley
One Bowdoin Square
Boston, MA 02114

RE: O'Sullivan v. Marblehead Zoning Board of Appeals, et al

Dear Jeff:

Let this serve to confirm receipt and respond to your Settlement Communication dated February 18, 2015 in connection with the above noted matter.

In general terms, and as we have discussed numerous times already, my client originally proposed plans which called for removal of as little ledge as possible in conjunction with construction of the subject stairway. My client remains committed to those plans. As further discussed and communicated to you on several occasions, Harborside's work will consist of minimal excavation using hand tools and possibly a pneumatic or hydraulic hammer to remove approximately 6 to 12 inches of ledge over the small area adjacent to the existing stairway and under the proposed stairway. None of the ledge removal will take place outside of the property bounds of Harborside.

With particular reference to Paragraph 1 (b) of your February 18th letter, the work you describe therein is exactly what my clients proposed from the outset and has already been confirmed by both the O'Sullivans' and Harborside's engineers.

With that said, following review of your latest settlement proposal with my clients, the terms are not acceptable. The scope of the proposed terms extends to matters far beyond the O'Sullivans' appeal. The extensive retaining wall demanded by the

O'Sullivan's is a significant improvement to their property and is not for protection from the construction proposed by Harborside. The O'Sullivan's' efforts to accommodate the Zarellis are obvious. My client has no intention of extending any benefits whatsoever to the Zarellis or any other neighbors outside of the settlement which will be limited to matters affecting the O'Sullivan's, only.

In an effort to determine if settlement is possible once and for all, my clients are agreeable to constructing the retaining wall in the area adjacent to the stairway at a height of 12" above the slope of the landscaped surface as it existed prior to the minor excavation in order to provide lateral support to the O'Sullivan's' property. The retaining wall Harborside contemplates is shown conceptually in the sketches attached to the October 6, 2014 UTS Memorandum which has already been reviewed and recommended by the O'Sullivan's' engineer. Anything beyond that is unnecessary and therefore unacceptable. The retaining wall will be designed by Harborside and constructed at its expense with permission of the O'Sullivan's to enter upon their property for all purposes connected with designing and constructing the wall. Harborside will be responsible to restore the O'Sullivan's' property to its prior condition upon completion of the work.

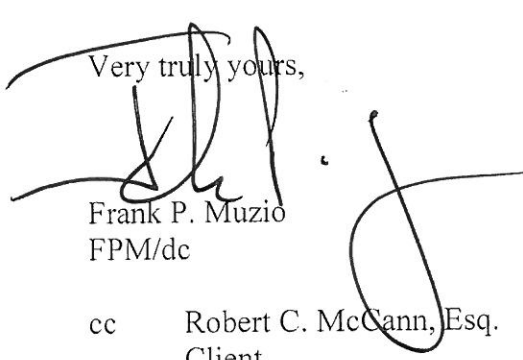
My clients have further instructed me to advise you that this counteroffer is open until the close of business March 5, 2015. If we have not reached an agreement by that point the offer shall be withdrawn and as I have already notified you we will move to dismiss.

In addition to the above, my clients are still prepared to fulfill the agreements set out in my December 5, 2014 response to your initial settlement proposal on November 18, 2014, but no other terms.

This is my client's best and final offer.

If after reviewing this letter you have any questions, please do not hesitate to contact me.

Very truly yours,


Frank P. Muzio
FPM/dc

cc Robert C. McCann, Esq.
Client