

Town and County of Nantucket
Board of Selectmen • County Commissioners

James R. Kelly, Chairman
Rick Atherton
Robert R. DeCosta
Matt Fee
Dawn E. Hill Holdgate



16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
Facsimile (508) 228-7272
www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

**AGENDA FOR THE MEETING OF THE
BOARD OF SELECTMEN
OCTOBER 26, 2016 - 6:00 PM
PUBLIC SAFETY FACILITY COMMUNITY ROOM
4 FAIRGROUNDS ROAD
NANTUCKET, MASSACHUSETTS**

I. CALL TO ORDER

II. BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Board of Selectmen Meeting is Being Video/Audio Recorded.
2. Easy Street Bulkhead Reconstruction Project Ongoing; Easy Street Closed through End of December.
3. Town Clerk: Early Voting for the 2016 State Election will Occur at the Town Building, 16 Broad Street from Monday, October 24, 2016 through Friday, November 4, 2016 from 8:00 AM to 4:00 PM. The Central Tabulation Facility will be at the Nantucket High School, 10 Surfside Road on Tuesday, November 8, 2016 from 7:00 AM to 8:00 PM.
4. 2017 Annual Town Meeting Warrant is Open for Citizen Warrant Article Submittals through November 21, 2016 at 4:00 PM.

IV. PUBLIC COMMENT*

V. NEW BUSINESS*

VI. APPROVAL OF MINUTES AND WARRANTS

1. Approval of Minutes of March 9, 2016 at 6:00 PM; September 7, 2016 at 6:00 PM; October 5, 2016 at 6:00 PM; October 12, 2016 at 6:00 PM; October 19, 2016 at 6:00 PM.
2. Approval of Payroll Warrants for Week Ending October 23, 2016.
3. Approval of Treasury Warrants for October 26, 2016.

VII. CITIZEN/DEPARTMENTAL REQUESTS

1. Nantucket Alliance for Substance Abuse Prevention: Request for Proclamation of "Red Ribbon Week" October 23-30, 2016.
2. Request for Execution of License Agreement with 21 Crooked Lane, LLC to Allow for the Construction and Maintenance of Improvements in a Portion of West Chester Street Extension.

VIII. CONSENT ITEMS

1. Gift Acceptance: Town of Nantucket Scholarship Fund.
2. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcels D2 and D3, Dunham Street, formerly known as Madequecham Street as Shown on Plan of Land Entitled "Plan to Acquire Land for General Municipal Purposes, Dunham Street in Nantucket, Massachusetts Prepared for Town of Nantucket," Dated November 4, 2011, Prepared by Nantucket Surveyors LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2012-19, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
3. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Lot 51, Woodbine Street and Nobadeer Avenue as Shown on Land Court Plan No. 17745-N, Dated January 7, 2015, Prepared by Bracken Engineering, Inc., Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.

IX. PUBLIC HEARINGS

1. Public Hearing to Consider the Taking of Various Paper Streets for Public Access, Open Space and/or General Municipal Purposes as Authorized by MGL Chapter 79 and Town Meeting Votes as Noted:
 - a) Portion of Central Road (a.k.a Surrey Avenue) between Southern Sideline of Bosworth Road and Northeast Sideline of Tom Nevers Road, all Shown as Lots 13, 14, and 15 on Plan No. 2016-64, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 96 of 2014 Annual Town Meeting;
 - b) Portion of Woodbine Street (Surfside) Shown as Parcels A and B on Plan No. 2016-61, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 95 of 2016 Annual Town Meeting;
 - c) Portions of Maclean, Dearborn, and Prospect Streets and Chappomis Avenue (Surfside), and Shown as Easement "E1" Containing 33,180 Square Feet and Easement "E2" Containing 7,146 Square Feet as Shown on Plan Entitled "Roadway Acquisition Plan of Land in Nantucket, MA - Prepared for Miriam Varian," Prepared by Blackwell & Associates, Inc. and Dated September 6, 2016, as Authorized by Article 100 of 2011 Annual Town Meeting;

- d) Portion of Saccacha Avenue (Cisco) Shown as Parcel A on Plan No. 2016-67, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 102 of 2016 Annual Town Meeting;
- e) Portions of Harriet Street and Central and Pocomo Avenues (Surfside) Shown as Parcels F, G, and H on Plan No. 2016-63, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 76 of 2010 Annual Town Meeting;
- f) Portion of Copeland Street (Surfside) Shown as Lot N on Plan No. 2016-47, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 76 of 2010 Annual Town Meeting;
- g) Portions of Holly Street and Pochick Avenue (Surfside) Shown as Parcels 1 - 6 (Inclusive) on Plan Entitled "Roadway Acquisition Plan in Nantucket, MA of portions of Unconstructed Holly Street & Pochick Avenue," Prepared by Bracken Engineering, Inc. and Dated September 30, 2016, as Authorized by Article 98 of 2011 Annual Town Meeting.

X. TOWN MANAGER'S REPORT

- 1. Review of Operational Model and Associated Costs for Our Island Home New Facility.
- 2. Monthly Town Management Activities Report.

XI. SELECTMEN'S REPORTS/COMMENT

- 1. Review and Assessment and Possible Action on Board of Selectmen Workshop Meetings.
- 2. Committee Reports.

XII. ADJOURNMENT

**** Identified on Agenda Protocol Sheet***

Board of Selectmen Agenda Protocol:

- **Roberts Rules:** *The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- **Public Comment:** *For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*

Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.

- **New Business:** *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- **Public Participation:** *The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.*
- **Selectmen Report and Comment:** *Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.*

Easy Street Bulkhead Construction October 17 to December 30

No parking to allow for two-way traffic

No parking on the south side to allow for truck traffic

No parking to allow trucks room to turn

No parking to allow for truck traffic

No parking to allow for two-way traffic to SSA

Easy Street Bulkhead Construction Area
No Vehicle or Pedestrian Access

Traffic Reversed
No parking on the north side of the street

Legend

-  Signs
-  Closed To All Traffic
-  No Parking
-  Traffic Reversed
-  Parcels

1 inch = 91 feet
0 85 0 170 Feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.
The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2014.
Please send identification of any errors and corresponding corrections to:
GIS Coordinator
Town of Nantucket
2 Fairgrounds Rd
Nantucket, MA 02554

Town of Nantucket GIS Mapsheet

Nantucket governmental agencies will not necessarily approve applications based solely on GIS data. Applicants for permits and licenses must inquire of the relevant agency for applicable requirements.
The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.
The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.

Town of Nantucket



OFFICE OF THE
**TOWN & COUNTY
CLERK**
16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590



Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

Email: cstover@nantucket-ma.gov
townclerk@nantucket-ma.gov

WEBSITE: <http://www.nantucket-ma.gov>



October 7, 2016

Dear Mr. Kelly:

Would you please place the following announcement on the agenda for the Selectmen's meetings of October 12th, 19th, and 26th:

The Town Clerk has designated the site for Early Voting for the 2016 State Election will be the Nantucket Town & County Building at 16 Broad Street. The Early Voting period will be from Monday, October 24th through Friday, November 4th. Hours will be Monday through Friday from 8:00 AM until 4:00 PM.

The Town Clerk has designated a Central Tabulation Facility be established at the Nantucket High School at 10 Surfside Road on November 8th from 7 AM until 8 PM.

Many thanks for your kind assistance and support.



RED RIBBON WEEK PROCLAMATION 2016

WHEREAS alcohol, tobacco and drug abuse in the United States prevents millions of people from reaching their full potential in school, in the workplace, and in their communities; and

WHEREAS the 2016 annual observance of Red Ribbon Week provides Nantucketers the opportunity to demonstrate their commitment to healthy lifestyles and to celebrate the safe, healthy choices that MOST young people and adults make every day on Nantucket by wearing and displaying red ribbons and sharing information; and so

NOW THEREFORE, be it resolved that the Nantucket Board of Selectmen do hereby proclaim October 23-30, 2016 as NANTUCKET RED RIBBON WEEK, and encourage all citizens, businesses and private agencies, media, religious and educational institutions to support and promote activities that raise awareness and encourage prevention of underage substance use and adult substance abuse. As well, we call on all Nantucket residents and visitors to wear a red ribbon, button, sticker or bracelet throughout the week in recognition of their commitment to a healthy lifestyle, free of substance abuse, for residents of all ages in our Nantucket community.

Signed this 26th day of October, 2016

James R. Kelly, Chairman

Dawn Hill Holdgate, Vice Chairman

Rick Atherton

Robert DeCosta

Matt Fee

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter referred to as the "License") is executed this ___day of _____, 2016 by and between the TOWN OF NANTUCKET, a Massachusetts municipal corporation acting by and through its Board of Selectmen, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "LICENSOR") , and 21 CROOKED LANE, LLC, a Massachusetts limited liability company having an address c/o Arthur I. Reade, Jr. Esq., Reade, Gullicksen, Hanley & Gifford, LLP, 6 Young's Way, Nantucket, Massachusetts (the "LICENSEE").

WHEREAS, the LICENSOR is the owner of the public way, known as West Chester Street, as shown on the afore-referenced Exhibit A(the "Property");

WHEREAS, the LICENSEE is the owner of record of a certain parcel of land at 21 Crooked Lane, Nantucket, Massachusetts as described in the Deed recorded with Nantucket County Registry of Deeds in Book 1382, Page 332;

WHEREAS, the LICENSEE proposes to construct and maintain certain improvements on a portion of the Property including placing shells or stones on the surface of the way, planting a green wall on the northerly side of the Property, and possible paving of asphalt from the rear entrance of the Offshore Animal Hospital to the existing pavement to Crooked Lane (the Improvements") as shown on a sketch plan attached hereto entitled "Subdivision Plan of Land in Nantucket," (the "Plan") Prepared by Bracken Engineering, Inc., dated December 2, 2011 a copy of which is attached hereto as Exhibit A, which will encroach onto portions of the Property;

WHEREAS, the LICENSEE has requested the LICENSOR'S permission to construct and maintain the Improvements in the proposed location of the Property shown on the Plan;

WHEREAS, the LICENSOR is willing to permit the LICENSEE to construct and maintain the Improvements, subject to the terms set forth herein;

NOW THEREFORE, the LICENSOR hereby grants a non-exclusive entry and license to use portions of the Property to the LICENSEE, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

Entry and use are limited to the portions of the Property on which is situated the Improvements shown on Exhibit A (the "Licensed Premises").

Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, and invitees, solely for the purposes of constructing and maintaining the Improvements, as shown on the Plan, and for all purposes and uses incidental to the purposes stated herein, including but not limited to the planting and maintenance of the landscaping improvements and the installation of the stones and shells, and paving of asphalt as

described above, at its sole cost and expense, and provided any maintenance and/or repair of any permanent improvements including paving will under no circumstances be the responsibility of the Town and provided there are no changes to the location of the encroachment and of the Improvements as shown on the Plan without the Licensor's prior written consent.

Such entry and use by the LICENSEE, its contractors, agents, representatives, and invitees, shall be exercised from the date of the execution of this License and shall continue unless sooner terminated in accordance with the provisions of Section VI below. Such entry and use shall be further limited by the provisions of Section V.

II. CONSIDERATION

The consideration for this License shall be \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the LICENSEE of all the obligations and covenants set forth within this agreement to the reasonable satisfaction of the LICENSOR.

III. INDEMNIFICATION

LICENSEE shall indemnify, defend and hold harmless the LICENSOR from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the LICENSOR or its agents, employees, successors and assigns by reason of (a) any failure on the part of LICENSEE to comply with any provision or term required to be performed or complied with by LICENSEE, its agents, employees, contractors, representatives or invitees or under this License, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the LICENSOR relating in any way, to the LICENSEE'S exercise of its rights under this License. The provisions of this Section shall survive the termination of this Agreement.

IV. CONDITION OF THE PREMISES

LICENSEE acknowledges and agrees that it accepts the Property in "AS IS" condition for the purpose of this License, and that the LICENSOR has made no representation or warranty regarding the fitness of the Property.

V. CONDUCT

The LICENSEE shall procure all necessary permits before undertaking any work on the Licensed Premises. LICENSEE, and its contractors, employees and agents, shall be responsible, at its sole expense and expense for constructing the green wall and the placement of the shells as shown on the Plan and maintaining the Improvements in good condition, and watering the plantings. LICENSEE also agrees to maintain the Improvements so as to not interfere with the roadway for walking and driving. During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations

of the LICENSOR, and observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The LICENSEE shall at all times comply with (i) plans and specifications (which shall be prepared by and at the expense of the LICENSEE and approved by the LICENSOR); and (ii) all applicable local, state and federal rules, regulations, statutes and by-laws. If there are any changes in the location of the Improvements on the Property, then the LICENSEE must obtain the LICENSOR'S prior written approval to change the location of the encroachment in the Licensed Premises.

The LICENSEE shall not permit any mechanics' liens or similar liens, to remain upon the Licensed Premises for labor and material furnished to the LICENSEE or claimed to have been furnished to the LICENSEE in connection with work if any character performed or claimed to have been performed at the direction of the LICENSEE and the LICENSEE shall cause any such lien to be released of record forthwith without cost to the LICENSOR.

The LICENSOR shall not, under any circumstances, be liable for the payment of any expenses incurred, or for the value of any work done or material furnished to the Licensed Premises or any part thereof, but all such improvements and alterations shall be done and materials and labor furnished at LICENSEE'S expense, and the laborers and materialmen'S furnishing labor and materials for the work shall release the LICENSOR from any liability.

Nothing in this Agreement shall be construed as requiring the LICENSOR to maintain the Property, in any manner, and any maintenance which may be performed on the Property by the LICENSOR shall be at the sole and absolute discretion of the LICENSOR.

The provisions of this Section shall survive the expiration or termination of this License.

VI. TERMINATION and REVOCATION

This License shall be revocable by either party upon written notice of revocation at least thirty (30) days prior to the termination date stated within said notice. During said thirty day period, if the LICENSOR requests, the LICENSEE, at its sole cost and expense, will remove the encroachment upon or over the LICENSOR'S Property, and return the LICENSOR'S Property to substantially the same condition as it was originally, as nearly as possible. This obligation shall survive the termination of this License.

VII. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

VIII. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town: Town of Nantucket
Board of Selectmen
Town & County Building
16 Broad Street
Nantucket, MA 02554

With a copy to: KP Law, P.C.
101 Arch Street
12th Floor
Boston, MA 02110
ATTN: Vicki S. Marsh, Esq.

Licensee: 21 Crooked Lane, LLC
P.O. Box 23
Nantucket, MA 02554

With a copy to: Arthur I. Reade, Jr. Esq.
Reade, Gullicksen, Hanley and Gifford, LLP
6 Young's Way
Nantucket, MA 02554

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

IX. RIGHTS OF THE TOWN TO ENTER

The LICENSOR reserves the right and the LICENSEE shall permit the LICENSEE to enter upon and use the Licensed Premises at any time and for any and all purposes at the LICENSOR'S sole discretion.

X. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the Premises, but only the limited right of possession as hereinabove stated.

XI. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this agreement.

XII.

SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the property affected hereby, shall survive the termination of this License.

Remainder of Page Intentionally Left Blank. Signatures on Following Page.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

LICENSOR:

TOWN OF NANTUCKET
By its Board of Selectmen

James R. Kelly

Date: _____

Dawn E. Hill Holdgate

Rick Atherton

Robert DeCosta

Matthew G. Fee

LICENSEE: 21 CROOKED LANE, LLC

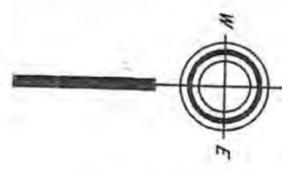
By: _____
Catherine E. Conte, Manager

Date: _____

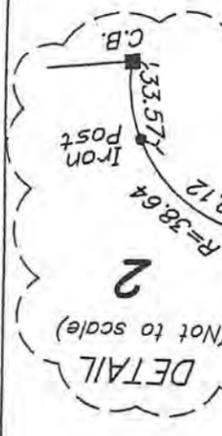
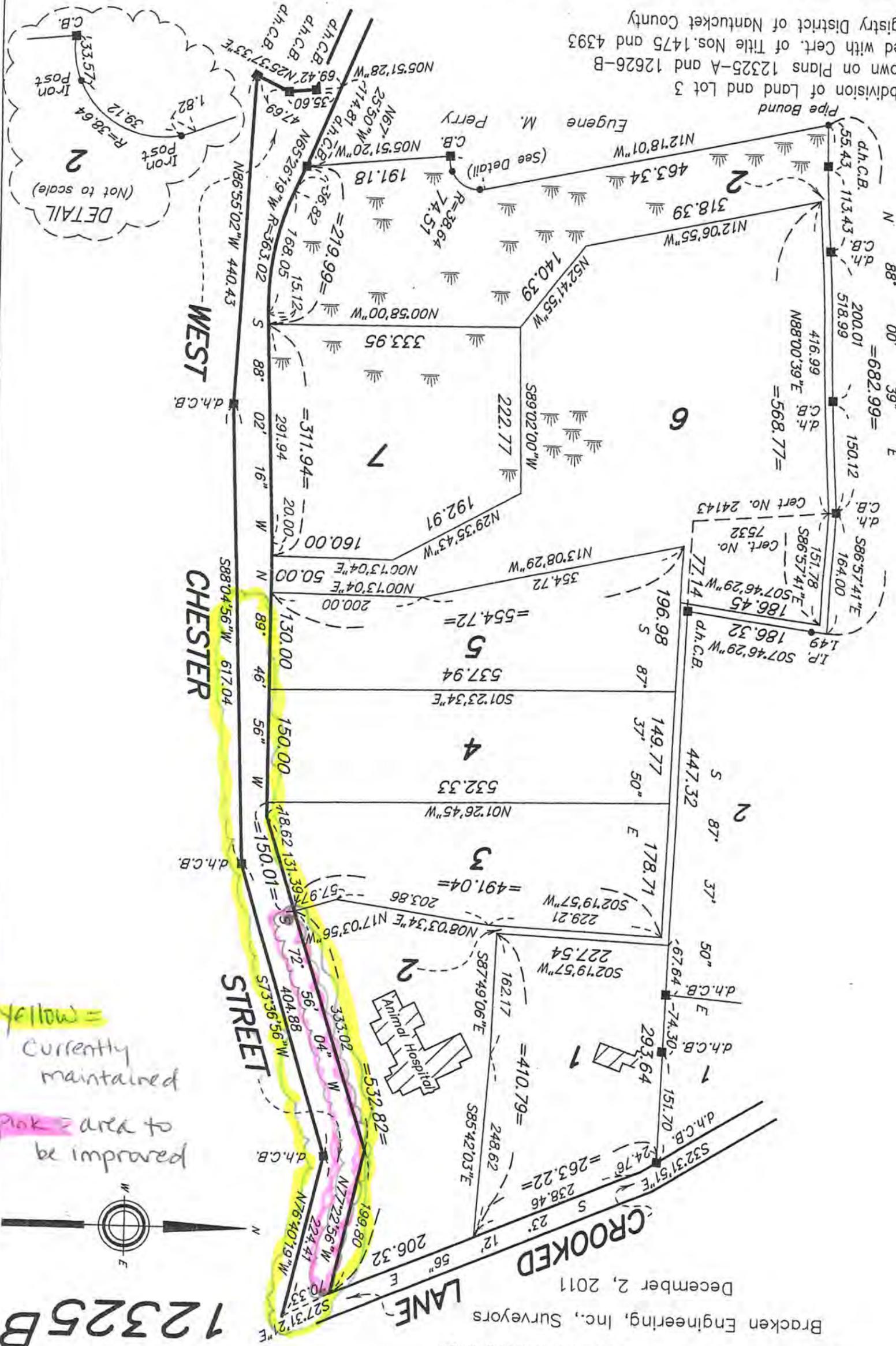
SUBDIVISION PLAN OF LAND IN NANTUCKET

Bracken Engineering, Inc., Surveyors
December 2, 2011

12325B



pink = area to be improved
yellow = currently maintained



THIS PLAN FILED WITH CERTIFICATE NO. 24,143

Abutters are shown as on original decree plan.
Copy of part of plan filed in
LAND REGISTRATION OFFICE
MAY 30, 2012
Scale of this plan 150 feet to an inch
T.C. Ponbrand, Acting Engineer for Court

Separate certificates of title may be issued for land shown hereon as Lots 1 Through 7
By the Court
Robert W. Attkins et al., Trs.
Recorder
MAY 30, 2012
JMF-0417

Subdivision of Land and Lot 3
Shown on Plans 12325-A and 12626-B
Filed with Cert. of Title Nos. 1475 and 4393
Registry District of Nantucket County

Robert W. Attkins et al., Trs.
L.C. No. 9455-A Cert. No. 1400
88° 00' 39" E
= 682.99 =
200.01
518.99
C.B.
d.h.



COMMUNITY FOUNDATION FOR NANTUCKET

October 19, 2016

Officers

Victoria McManus
President

Geoff Verney
Vice President

Tucker Holland
Treasurer

Marsha Egan
Secretary

Trustees

Robert D. Felch
Andrew Forsyth
William H. Frist, M.D.
Ellen Hoeffel
The Rev. Gary Klingsporn
Marsha Reis Kotalac
Zeldy Lyman
Sue Ottison
Melissa Philbrick
Magdalena Reid
Geoff Smith
Robert Tichio
Cathy Ward

Staff

Margaretta Andrews
Executive Director

Jeanne Miller
Program Director

Trich Wages
Operations Manager

Town of Nantucket
Board of Selectmen
Attn: Libby Gibson
16 Broad Street
Nantucket, MA 02554

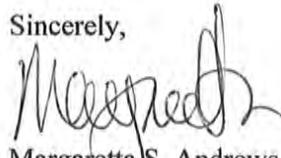
Dear Libby,

It is a pleasure to inform you that the Board of Trustees of the Community Foundation for Nantucket has approved a grant from the Nantucket Fund™ to the Town of Nantucket Scholarship Fund in the amount of \$48,349.03. The Foundation's Board of Trustees is asking the Town's Board of Selectmen to accept this grant in honor of Nancy Chase, pursuant to the wishes of The Nancy A. Chase Charitable Remainder Unitrust dated 01-04-08.

Please note that neither the Foundation nor the donor shall be provided with any goods or services as a result of this donation. Because this grant is coming from a component fund of the Community Foundation for Nantucket, it is not necessary to issue a tax receipt to either the Community Foundation or the donor.

Please send your acknowledgement (not a tax receipt) to the fund advisor(s) as listed below. You may contact me at (508) 825-9993 with any questions related to this grant.

Sincerely,



Margaretta S. Andrews
Executive Director

The Nantucket Fund™
c/o CFN
PO Box 204
Nantucket, MA 02554



Community Foundation for Nantucket
 PO Box 204
 Nantucket, MA 02554
 508-825-9993

26763



DATE 10/14/2016

Nantucket Fund

PAY * Forty-Eight Thousand Three Hundred Forty-Nine and 03/100 * DOLLARS

\$ ****48,349.03

TO THE
 ORDER OF

Void after 180 days

Town of Nantucket
 Attn: Board of Selectmen
 16 Broad Street
 Nantucket, MA 02554

Brenda Chumbley
Megan C Van Ethon

THIS DOCUMENT HAS A TRUE WATERMARK IN THE PAPER - HOLD TO LIGHT TO VIEW.

⑈026763⑈ ⑆101000035⑆ 355002536450⑈



Community Foundation for Nantucket
 PO Box 204
 Nantucket, MA 02554
 508-825-9993

comm01

This grant was provided by **Nantucket Fund**.

You are welcome to express your appreciation directly to this fund. If you do not have contact information, feel free to send the thank you to the Community Foundation for Nantucket for forwarding.

Grant Description: Town of Nantucket Scholarship Fund. In Honor of Nancy Chase.

Date: 10/14/2016
 Grant Reference #: 20160206
 Grant Amount: 48,349.03
 Grant Recipient: Town of Nantucket
 Check #: 026763

To keep the IRS happy, in relation to this grant, the fund donors request that every penny of this grant be used for a charitable purpose, and the donors and their related parties will not receive anything more than a coffee mug or any other incidental benefit in return. This includes tickets, tables and auction items. Providing any substantial benefit could result in significant tax penalties. Further, this grant cannot be used to fulfill a legally binding pledge or commitment.

It is not necessary to send a tax receipt to the Community Foundation for Nantucket or to the donor.

If you have any questions, please contact us at 508-825-9993.

REAL ESTATE SUMMARY
Board of Selectmen
October 26, 2016 by Andrew Vorce, AICP

VIII. CONSENT ITEMS

1. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Lots D2 and D3 Dunham Street, Plan No. 2011-19.
This matter has been outstanding for some time because of ongoing negotiations made complicated by a change in ownership of an affected parcel to the east. The lots, totaling 10,000 square feet would be merged with the adjoining parcel (roughly 25,000 square feet) to the west (8 Dunham Street) creating a combined 35,000 square foot parcel. A public footpath and access easement for the eastern property has been reserved. Dunham Street will be eliminated as a through road. The area is zoned R-20, which requires a minimum lot area of 20,000 square feet.

2. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Lot 51, Woodbine Street and Nobadeer Avenue as Shown on Land Court Plan No. 17745-N.
This matter has been outstanding for some time because of Land Court review. All of the other properties shown on the plan have now been conveyed and are part of a yard sale award from 2011. The public walking path easement at the property's eastern edge has been reserved by the Town. The paper streets contain 9,400 square feet of land and would be merged with a conforming, 50,000 square foot lot in the Residential-20 (R-20) zoning district, which requires a minimum lot area of 20,000 square feet. The existing lot has the potential to be subdivided into two lots and the additional area of the paper street does not increase this potential. As currently written, the owner has not requested the ability to maintain the subdivision of the existing parcel and accepting the paper road parcel would preclude any subdivision possibility. In the event the owners now request an exemption, the pricing should be adjusted to the current practice of \$1.00 per square foot plus other factors.

IX. PUBLIC HEARINGS

1. Public Hearings to Consider the Taking of Various Paper Streets for Public Access, Open Space and/or General Municipal Purposes as Authorized by MGL Chapter 79 and Town Meeting Votes as Noted:
Town Meeting has authorized all of the actions below between 2010 and 2016. In all cases the Board of Selectmen have the right to reserve easements or impose restrictions in the event the parcels are disposed of as allowed by Town Meeting. Six of the seven actions below reclaim about 2.0 acres of land from redundant ways which were parts of subdivisions created over 100 years ago. The action regarding the easement

acquisition eventually removes the so-called “ghost streets” that have affected mostly Surfside area properties with title issues.

- a) Portion of Central Road (a.k.a Surrey Avenue) between Southern Sideline of Bosworth Road and Northeast Sideline of Tom Nevers Road, all Shown as Lots 13, 14, and 15 on Plan No. 2016-64, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 96 of 2014 Annual Town Meeting.

The three parcels are an extension of an unneeded roadway laid out as part of the 1916 grid subdivision in Tom Nevers and never constructed. Totalling slightly over 16,000 square feet (0.37 acre), the subject parcels are likely to be amended to their adjoining parcels with minimal, if any increase in groundcover and no additional subdivision potential. The entire neighborhood is zoned Limited Use General (LUG-3) requiring a minimum lot size of 120,000 square feet and all adjoining lots are less in area.

- b) Portion of Woodbine Street (Surfside) Shown as Parcels A and B on Plan No. 2016-61, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 95 of 2016 Annual Town Meeting.

Two parcels totaling 10,000 square feet (0.23 acre) are involved. This matter was pre-reviewed by REAC and was recently voted at the 2016 ATM, being a citizen-sponsored article. The parcels are likely to be added to adjacent parcels and a walking path reserved down the center to connect with the path to the south, which is consistent with REAC and Finance Committee recommendations on Article 96. The lots will become non-conforming by the removal of frontage. The area is zoned LUG-1 requiring a minimum lot size of 40,000 square feet.

- c) Portions of Maclean, Dearborn, and Prospect Streets and Chappomis Avenue (Surfside), and Shown as Easement “E1” Containing 33,180 Square Feet and Easement “E2” Containing 7,146 Square Feet as Shown on Plan Entitled “Roadway Acquisition Plan of Land in Nantucket, MA - Prepared for Miriam Varian,” Prepared by Blackwell & Associates, Inc. and Dated September 6, 2016, as Authorized by Article 100 of 2011 Annual Town Meeting.

Part of the 1889 Surfside Plan, the subject streets remain as easements only crisscrossing the subject parcel(s) at 4 Okorwaw Avenue. They are unneeded based on the existing density (LUG-1 and LUG-2 zoning) and roadway pattern and this action assists in their removal. No additional groundcover is created and no additional land is added to the lot(s).

A portion of the subject property was rezoned as part of a larger warrant article in 2016 (Article 50) and the division of the property into two lots is the subject of a recently filed lawsuit against the property owner and Planning Board by the Nantucket Land Council, all of which is irrelevant to the proposed action but is reported on here for full disclosure.

- d) Portion of Saccacha Avenue (Cisco) Shown as Parcel A on Plan No. 2016-67, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 102 of 2016 Annual Town Meeting.

This 9 foot wide by 160 foot long (1,440 square feet) portion of a way shown on an 1873 subdivision in Cisco was the subject of a citizen sponsored article in 2016, which was pre-reviewed by REAC. The way is partially constructed serving a total of four lots as opposed to 34 on the original plan. The additional land, if merged with the adjacent parcel will cure the front yard setback non-conformity but adds no additional ground cover to the property at 4 Saccacha Avenue, which has a lot area of only 16,000 square feet in the LUG-3 district requiring a minimum lot of 120,000 square feet.

- e) Portions of Harriet Street and Central and Pocomo Avenues (Surfside) Shown as Parcels F, G, and H on Plan No. 2016-63, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 76 of 2010 Annual Town Meeting.

Three parcels totaling 13,567 square feet (0.31 acre) consisting of unneeded portions of 1889 Surfside streets border three sides of a lot (56 Pochick Avenue) of roughly 40,000 square feet in area, nonconforming to the minimum of 80,000 required by the LUG-2 zoning district. The ways are unnecessary based on the low density character of the area.

- f) Portion of Copeland Street (Surfside) Shown as Lot N on Plan No. 2016-47, Recorded at Nantucket County Registry of Deeds, as Authorized by Article 76 of 2010 Annual Town Meeting.

At the June 2016 meeting, the majority of parcels shown on the referenced plan were taken by the Town. As I reported at the time; "Parcel N will need to be re-advertised" and this public hearing corrects the oversight. It contains 9,600 square feet (0.22 acre). Copeland Street was part of the 1889 Surfside grid subdivision, was never constructed and has largely been eliminated to the north and south of the locus.

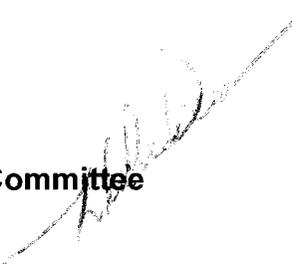
- g) Portions of Holly Street and Pochick Avenue (Surfside) Shown as Parcels 1 - 6 (Inclusive) on Plan Entitled "Roadway Acquisition Plan in Nantucket, MA of portions of Unconstructed Holly Street & Pochick Avenue," Prepared by Bracken Engineering, Inc. and Dated September 30, 2016, as Authorized by Article 98 of 2011 Annual Town Meeting.

Part of the 1889 Surfside Plan, the subject streets contain 36,800 square feet of land (0.84 acre) six lots containing between 4,000 and 9,200 square feet of land each. They are unneeded for road purposes as properties have access on constructed portions of Pequot or Woodbine Streets (running north/south) or Masaquet Avenue (running east/west).

Holly Street has largely been removed to the north and south as it is superfluous because of existing lower density. Pochick Avenue has been removed as a through road to the west but a walking path has been

reserved between Woodbine and Cherry Streets. A similar path would be retained to the east between Woodbine and Pequot Streets and further east to the terminus of a constructed portion of Pochick Avenue accessed from the Boulevard.

To: Board of Selectmen
From: Real Estate Assessment Committee
Date: October 14, 2016



The Real Estate Assessment Committee (REAC) met on Thursday, October 13, 2016. The agenda for the meeting is attached.

As we advised the Board at its recent meeting, the Committee voted to place under Consent any agenda items that had previously been approved by Annual Town Meeting unless any Committee members had a concern about an item on the agenda. There were no concerns raised about the takings on the agenda thus they were all approved under consent with one member recusing himself because of conflicts.

The Committee then discussed the two Dispositions.

The first one, Lot 51, Woodbine Street and Nobadeer Avenue as shown on Land Court Plan No. 17745-N, was discussed at length. The issue that received a great deal of discussion was the fact that the lot in its present configuration can be subdivided before the additional parcel is added. As you know, all of the Deeds from the Town have specific language in them prohibiting the division or subdivision of any portion of the combined parcels. The price for Lot 51 had already been committed prior to the formation of the REAC. The Planning Director advised the attorney representing the proposed Buyer that this language would be incorporated in the Deed UNLESS the Buyer agrees to pay in accordance with the new pricing structure, which would change the pricing significantly. The initial agreed upon price was Five Thousand (\$5,000) Dollars. Based on our new pricing structure, which is One (\$1) Dollar per square foot, plus a factor for water view property, the new price we are recommending would be Eighteen Thousand Eight Hundred (\$18,800) Dollars (as the lot is 9,400 square feet and there is a water view factor of 2 per the Town Assessor). We were advised the day after our meeting that the Buyer will go forward with the revised purchase price, which means that the Deed will have no prohibition against subdivision since they already have the ability to do so. A walking path easement reserved by the Town connects to the balance of the path easement located at the former center line on Woodbine Street.

The second Disposition, Parcels D2 and D3, is are part of Dunham Street, Plan No. 2012-19, It received a positive recommendation from the Committee. The two parcels total 10,000 square feet, and the purchase price is Ten Thousand (\$10,000) Dollars. The two parcels will be merged with the existing 25,000 square foot parcel in a zoning district that requires 20,000 square feet. There will be a public footpath and access easement, which has been reserved by the Town.

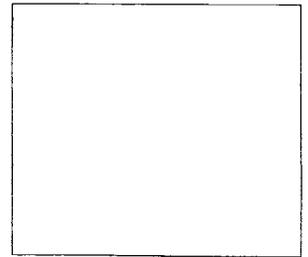


MEETING POSTING

TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25

All meeting notices and agendas must be filed and time stamped with the Town Clerk's Office and posted at least 48 hours prior to the meeting (excluding Saturdays, Sundays and Holidays)



Committee/Board/s | Real Estate Assessment Committee

Day, Date, and Time | Thursday October 13; 2:00 PM

Location / Address | 16 Broad Street – Conference Room

Signature of Chair or Authorized Person

AGENDA

AGENDA

Please list below the topics the chair reasonably anticipates will be discussed at the meeting

1. Call To Order
2. Approval of Minutes
3. Consent Items:
 - a. Takings for October 26, 2016 Board of Selectmen Meeting:
 - i. Portion of Central Road (a.k.a Surrey Avenue) between the southern sideline of Bosworth Road and the northeast sideline of Tom Nevers Road, all shown as Lots 13, 14, and 15 upon plan 2016-64, recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 96 of the 2014 Annual Town Meeting.
 - ii. Portion of Woodbine Street (Surfside) shown as Parcels A and B on plan 2016-61, recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 95 of the 2016 Annual Town Meeting.
 - iii. Portions of Maclean, Dearborn, and Prospect Streets and Chappomis Avenue (Surfside), and shown as Easement "E1" containing 33,180 square feet AND Easement "E2" containing 7,146 square feet, as authorized by the affirmative vote of Warrant Article 100 of the 2011 Annual Town Meeting. The plan, entitled "Roadway Acquisition Plan of Land in Nantucket, MA – Prepared for Miriam Varian", drawn by Blackwell & Associates, Inc. and dated September 6, 2016, is available for inspection at the Planning and Land Use Services office at 2 Fairgrounds Road, Nantucket, MA.
 - iv. Portion of Saccacha Avenue (Cisco) shown as Parcel A on plan 2016-67, recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 102 of the 2016 Annual Town Meeting.
 - v. Portions of Harriet Street AND Central and Pocomo Avenues (Surfside) shown as Parcels F, G, and H on plan 2016-63, recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 76 of the 2010 Annual Town Meeting.
 - vi. Portion of Copland Street (Surfside) shown as Lot N on plan 2016-47, recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 76 of the 2010 Annual Town Meeting.

vii. Portions of Holly Street AND Pochick Avenue (Surfside) shown as Parcels 1 – 6 (inclusive) on plan entitled, "Roadway Acquisition Plan in Nantucket, MA of portions of Unconstructed Holly Street & Pochick Avenue", drawn by Bracken Engineering, Inc. and dated September 30, 2016, as authorized by the affirmative vote of Warrant Article 98 of the 2011 Annual Town Meeting. The Plan is available for inspection at the Planning and Land Use Services office at 2 Fairgrounds Road, Nantucket, MA.

4. Dispositions:

- a. Lot 51 Woodbine and Nobadeer Avenue – Land Court Plan No. 17745-N
- b. Parcels D2 & D3 Dunham Street – Plan No. 2011-19

5. Date and time of next meeting

6. Adjournment

Real Estate Items - 10/26/2016

CONSENT ITEMS

<u>Parcel</u>	<u>Purchaser</u>	<u>Purchase Price</u>	<u>Town Meeting Vote</u>	<u>Plan No.</u>	<u>Attorney</u>
Parcels D2 and D3, Dunham Street, formerly known as Madequecham Street	Brian M. & Christina L. Earle	\$10,000	A99/2011 ATM	2012-19	Sarah F. Alger
Lot 51, Woodbine Street and Nobadeer Avenue	Joseph R. Jenkins, Trustee of Nonantum 22 Realty Trust	\$18,800	A77/2010 ATM	LC Plan No. 17745-N	Bryan Swain



2012 00000018
Doc. PLAN 04082012 0181 PM

NANTUCKET REGISTRY OF DEEDS
Date: 04/04/2012
Time: 1:51 PM
Plan No.: 2012-19
Plan File No.:
Register: *Genie H. Flanders*
Sheet 1 of 1
RESERVED FOR REGISTRY USE ONLY



LEGEND MAP SCALE: 1"=400'

LEGEND:
DHCD DRILL HOLE/CONCRETE BOUND
FND FOUND
L.C. CERT. LAND COURT CERTIFICATE
L.C. PL. LAND COURT PLAN
N/F NOW OR FORMERLY

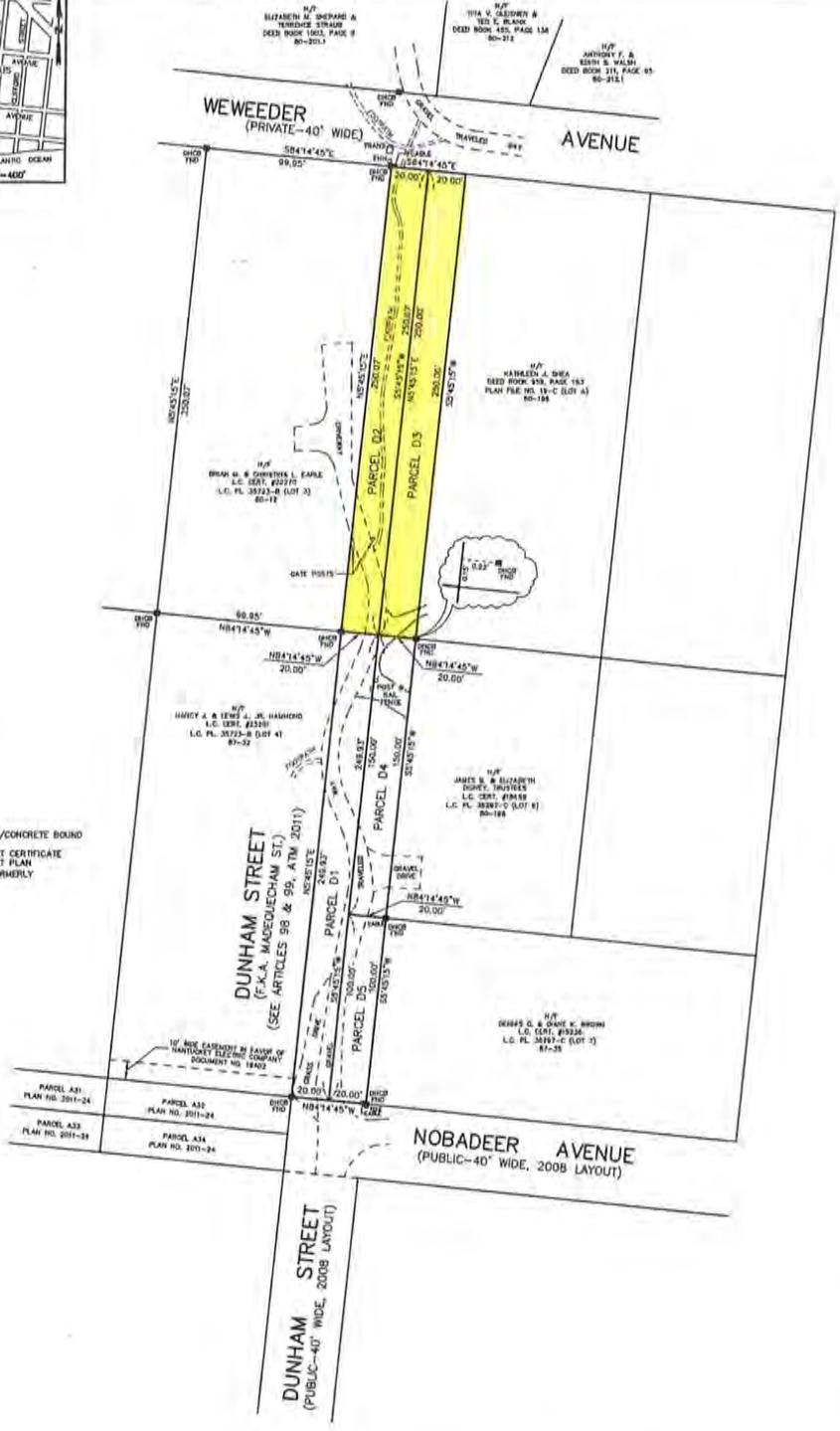


Table listing parcels A21 through A24 with their respective plan numbers.

MAP-PARCEL	PARCEL	AREA	OWNER
07-32	PARCEL D1	4,998.6± S.F.	N/F HANCI J. & LEWIS J., JR. HAMMOHD
00-12	PARCEL D2	5,001.4± S.F.	N/F BRIAN M. & CHRISTINA L. EARLE
00-198	PARCEL D3	5,000.0± S.F.	N/F KATHLEEN J. SHEA
00-199	PARCEL D4	3,000.0± S.F.	N/F JAMES B. & ELIZABETH DIGNY, TRUSTEES
07-35	PARCEL D5	2,000.0± S.F.	N/F DENNIS G. & DIANE K. BROWN

PLAN TO ACQUIRE LAND FOR GENERAL MUNICIPAL PURPOSES
DUNHAM STREET
IN
NANTUCKET, MASSACHUSETTS
PREPARED FOR:
TOWN OF NANTUCKET
SCALE: 1"=30'
DATE: NOVEMBER 4, 2011

NANTUCKET SURVEYORS, LLC
8 WADY WAY
NANTUCKET, MA 02584
(508) 228-0240
GRAPHIC SCALE
1"=30'
0 30 60 90 120

"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."
Paul J. ... 11/4/11
PROFESSIONAL LAND SURVEYOR DATE



NOTES:
1. THE PREMISES SHOWN ON THIS PLAN ARE LOCATED WITHIN THE "X" ZONE AS DELINEATED ON THE "TERR" MAP OF COMMUNITY NO. 250220-0010 D, MAP REVISED: NOVEMBER 6, 1999 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

2. THE PLANNING BOARD DETERMINES THAT: LOTS PARCELS D1-D5 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE COMMISSION.

NANTUCKET BOARD OF SELECTMEN

APPROVED PURSUANT TO ARTICLES 98 & 99 ANNUAL TOWN MEETING, APRIL 4, 2011.

ROX ARTHUR, CHAIRMAN
BOB COCOSTA
WILEY WELLS
PARCELA HERRINGTON
DEBRAE REPPES
MARCH 28, 2012
DATE

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF COMPLIANCE UNDER ZONING.
NANTUCKET PLANNING BOARD

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
DATE APPROVED: 11-14-11
DATE SIGNED: 11-14-11
FILE NO.: 7314

N-10034

17745-N
36593-C



I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 ON DECEMBER 22, 2014.

I CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY.



7/30/15
DATE
ALAN M. GRADY, P.E. #83332

36593-C
LAND COURT
OCT 09 2015
FILED
FOR NEW LOT 6 (only)

36593-D
LAND COURT
OCT 09 2015
FILED
FOR NEW LOT 7 (only)

17745-N
LAND COURT
OCT 09 2015
FILED
FOR NEW LOT 8 (only)

TRAVERSE CLOSURE
ANGULAR ERROR: 00° 00' 05"
LINEAR ERROR: 0.030'
DIRECTION OF ERROR: N 38° 30' 21" W
PRECISION: 1:70,914
EOM ACCURACY
±(2mm + 2ppm x D) m.s.e.

- NOTES:
- 1. LOGUS: WOODBINE STREET HORADEER AVENUE
 - 2. PLAN REF: LCC #17745-A (LOT 3-C) LCC #36593-B (LOTS 1 and 4) Plan No: 2010-58 Plan No: 2011-10 Plan No: 2011-63 Plan No: 2012-81 Plan No: 2013-16 Plan No: 2014-55

THE PLANNING BOARD DETERMINES THAT:
(a) LOTS 6, 7, 8 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

ZONE: R-20

MINIMUM LOT SIZE	20,000 s.f.
MINIMUM FRONTAGE	75'
FRONT YARD SETBACK	50'
REAR/SIDE YARD SETBACK	10'
GROUND COVER RATIO	12.5%

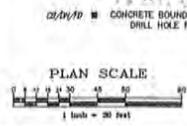
PLAN OF LAND IN NANTUCKET, MASS.

BEING A SUBDIVISION OF:
PORTIONS OF UNCONSTRUCTED
"WOODBINE STREET"
AND
BEING A SUBDIVISION OF:
PORTIONS OF UNCONSTRUCTED
"WOODBINE STREET"
and "NOBADEER AVENUE"
SHOWN ON L.C. PLAN 17745-A
PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282
SCALE: 1" = 30' JANUARY 7, 2015

APPROVAL BY THE
NANTUCKET PLANNING BOARD
NOT REQUIRED

[Signature]
[Signature]

FILE NUMBER: 9329
DATE APPROVED: 1-10-11



36593-C
17745-N

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Christina L. Earle and Brian M. Earle of 2 Peter Cooper Road, Apartment 3G, New York, New York 10010 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are two certain parcels of land in Nantucket, Massachusetts shown as Parcels D2 and D3, Dunham Street formerly known as Madequecham Street, containing respectively 5,001.4 square feet, more or less and 5,000 square feet more or less, (the “Premises” or “Property”) on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes, Dunham Street in Nantucket, Massachusetts Prepared for Town of Nantucket,” dated November 4, 2011, prepared by Nantucket Surveyors, LLC, recorded with Nantucket County Registry of Deeds as Plan No. 2012-19 (the “Plan”). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 8 Dunham Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 12 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and

(h) Said Premises is conveyed subject to easements for a 5' wide pedestrian easement and a 20' wide pedestrian and access easement shown on said Easement Plan attached hereto as Exhibit A.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Ten Thousand and 00/100 Dollars (\$10,000.00), of which

\$ 500.00	was paid with the Proposal
\$ 9,500.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 10,000.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at

1:00 P.M. on the 27th day of October, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such

dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are

used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Christina L. Earle and
Brian M. Earle
2 Peter Cooper Road, Apt. 3G
New York, NY 10010

With a copy to:

Sarah F. Alger, Esq.
Sarah F. Alger, P.C.
Two South Water Street
Nantucket, MA 02554
(508) 228-1118
Facsimile (508) 228-8004

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and

considered as one parcel with the abutting property at 8 Dunham Street and shown on Town Assessor's Map 80 as Parcel 12 previously acquired by Grantee pursuant to Deed filed as Document No. 147794 noted on Certificate of Title No. 25605 filed with Nantucket Registry District of the Land Court (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court and said Registry of Deeds. Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court and said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive

examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to follow

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

ESCROW AGENT:
TOWN TREASURER

BUYER:

By:

Christina L. Earle

By:

Brian M. Earle

563722v3NANT 19712/0079

QUITCLAIM DEED

Parcels D2 and D3, Dunham Street, formerly known as Madequecham Street, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Ten Thousand and 00/100 Dollars (\$10,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Brian M. Earle and Christina L. Earle**, husband and wife as joint tenants with right of survivorship of 2 Peter Cooper Road, Apt. 3G, New York, New York 10010 (the “Grantee”), with QUITCLAIM COVENANTS, two certain parcels of land in Nantucket, Massachusetts shown as Parcels D2 and D3, Dunham Street, formerly known as Madequecham Street, on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes, Dunham Street in Nantucket, Massachusetts Prepared for Town of Nantucket,” dated November 4, 2011, prepared by Nantucket Surveyors LLC recorded with Nantucket County Registry of Deeds as Plan No. 2011-19(the “Plan”). The premises hereby conveyed are portions of Dunham Street in Nantucket, Massachusetts. Parcels D2 and D3 contain respectively 5,001.4 square feet, more or less and 5,000 square feet, more or less of vacant land (the “Parcels”).

Parcel D3 is conveyed subject to a five foot (5’) wide pedestrian easement (the “Pedestrian Easement”) as shown on a plan entitled “Easement Plan, Dunham Street in Nantucket, Massachusetts Prepared for Town of Nantucket,” dated October 19, 2016, prepared by Nantucket Surveyors LLC, a copy of which is attached hereto as Exhibit A and incorporated herein (the “Easement Plan”) reserved by the Grantor for the following purposes:

1. Public access only by foot or non-motorized transportation over the Pedestrian Easement, except for use of motorized wheelchairs or other mobility devices for the disabled or vehicles used in the construction, maintenance, repair, replacement or relocation of the Pedestrian Easement; and
2. The right to cut or trim trees, shrubbery or vegetation in order to construct and maintain the Pedestrian Easement and to re-surface the Pedestrian Easement with any materials in the Grantor’s sole discretion.

Said Parcels D2 and D3 are conveyed subject to a twenty foot (20’) wide pedestrian and access easement as shown on said Easement Plan for the benefit of the land shown on Assessor’s Map 80, as Parcel 196. The Pedestrian and Access Easement shall be for pedestrian and vehicular access over said Easement.

The Grantor’s conveyance of these Parcels is based in part on the Grantee’s warranty and representation to the Grantor that such Parcels shall be used for residential purposes only and

shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 8 Dunham Street, in said Nantucket and shown on Town Assessor's Map 80 as Parcel 12 previously acquired by Grantee pursuant to Deed noted on Certificate of Title No. 25605 as Document No. 147794 filed with Nantucket Registry District of the Land Court (collectively with the Parcels, the "Combined Premises"), and that no part of such Parcels or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court and recorded with said Deeds. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated April 25, 2012 filed with said Registry District of the Land Court as Document No. 136892 and recorded with said Deeds in Book 1324, Page 127.

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

James R. Kelly

Dawn E. Hill Holdgate

Rick Atherton

Robert DeCosta

Matthew G. Fee

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

WEWEEDER AVENUE

(PRIVATE-40' WIDE)

DUNHAM STREET

(F.K.A. MADEQUECHAM ST.)
 SEE TAKING TOWN OF NANTUCKET L.C. DOC. #136892
 Bk. 1324 Pg. 127 PLAN NO. 2012-19

N/F
 BRIAN M. & CHRISTINA L. EARLE
 L.C. CERT. #25605
 L.C. PL. 35723-B (LOT 3)
 80-12

N/F
 NANCY J. HAMMOND
 L.C. CERT. #23201
 L.C. PL. 35723-B (LOT 4)
 87-32

N/F
 KENT & KAREN Y. KNUTSON
 DEED BOOK 1379, PAGE 37
 PLAN FILE NO. 19-C (LOT A)
 80-196

MERIDIAN: L.C. PLAN NO. 35723-B



PARCEL D2

PARCEL D3

PARCEL D1

PARCEL D4

20.00' WIDE
 PEDESTRIAN
 & ACCESS
 EASEMENT

5.00' WIDE
 PEDESTRIAN
 EASEMENT

EASEMENT PLAN

DUNHAM STREET
 IN
 NANTUCKET, MASSACHUSETTS
 PREPARED FOR:

TOWN OF NANTUCKET
 SCALE: 1"=40' DATE: OCTOBER 19, 2016

NANTUCKET SURVEYORS, LLC
 5 WINDY WAY
 NANTUCKET, MA 02554
 (508) 228-0240



Paul J. Santos
 10/19/16

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Christina L. Earle and Brian M. Earle ("Buyer")
Parcels D2 and D3, Dunham Street, Nantucket, MA (Property)
October 27, 2016 (Closing Date)

Purchase Price: \$ 10,000.00

Less:

Deposit \$ 500.00

Plus:

Payment in Lieu of Tax Adjustment
10/27/16-6/30/17 \$ 24.70

Reimbursement of Town's Legal Fees \$ 875.00

Net Amount Due Seller: \$ 10,399.70

Checks:

Town of Nantucket \$ 10,399.70

BUYER:

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____
Christina L. Earle

By: _____
Brian M. Earle

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Joseph R. Jenkins, Trustee of Nonantum 22 Realty Trust under Declaration of Trust dated January 26, 2015 for which a Trustee Certificate Pursuant to M.G.L. c. 184, §35 is filed with Nantucket Registry District of the Land Court as Document No. 147060, of _____ hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises is a certain parcel of land in Nantucket, Massachusetts shown as Lot 51, Woodbine Street and Nobadeer Avenue, containing 9,400 square feet, more or less, (the "Premises" or "Property") shown on Land Court Plan No. 17745-N, prepared by Bracken Engineering, Inc., dated January 7, 2015, and filed with Land Registration Office (the "Plan"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 22 Nonantum Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 87 as Parcel 19 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property as provided in Section 35 below; and

(h) Said Premises is conveyed subject to an easement for a 4' wide walking path easement shown on said Plan.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Eighteen Thousand Eight Hundred and 00/100 Dollars (\$18,800.00), of which

\$ 250.00	was paid with the Proposal
\$ 18,550.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 18,800.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at

1:00 P.M. on the 27th day of October, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such

dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are

used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Joseph R. Jenkins, Trustee
Nonantum 22 Realty Trust

With a copy to:

Richard Beaudette, Esq.
Vaughan, Dale, Hunter and Beaudette, P.C.
Whaler's Lane, P.O. Box 659
Nantucket, MA 02554
(508) 228-4455
Facsimile: (508) 228-3070

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

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SELLER’S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

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BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER’S existing abutting lot as set forth in the terms of the Request for Proposals for the “Nantucket Yard Sale Program.” This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

“The Grantor’s conveyance of the parcel(s) described herein is based in part on the Grantee’s warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and

considered as one parcel with the abutting property at 22 Nonantum Avenue and shown on Town Assessor's Map 87 as Parcel 19 previously acquired by Grantee pursuant to Deed filed as Document No. 147059 noted on Certificate of Title No. 25522 filed with Nantucket Registry District of the Land Court (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court, provided however, the Grantee may subdivide the Combined Premises into no more than two buildable lots in conformance with the Town of Nantucket Zoning By-Law. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises into more than two buildable lots, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to

make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to follow

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

ESCROW AGENT:
TOWN TREASURER

BUYER: Nonantum 22 Realty Trust

By:

By: Joseph R. Jenkins, Trustee

558817v3NANT 19712/0009

QUITCLAIM DEED

Lot 51, Woodbine Street and Nobadeer Avenue, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Eighteen Thousand Eight Hundred and 00/100 Dollars (\$18,800.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Joseph R. Jenkins, Trustee of the Nonantum 22 Realty Trust under a Declaration of Trust dated January 26, 2015 for which a Trustee’s Certificate Pursuant to M.G.L. c. 184, § 35 is filed with Nantucket Registry District of the Land Court as Document No. 147060**, of _____ (the “Grantee”), with QUITCLAIM COVENANTS, a certain lot of land in Nantucket, Massachusetts shown as Lot 51, Woodbine Street and Nobadeer Avenue, on Land Court Plan No. 17745-N prepared by Bracken Engineering, Inc., dated January 7, 2015, filed with Land Registration Office (the “Plan”). The premises hereby conveyed are a portion of Woodbine Street in Nantucket, Massachusetts and contain approximately 9,400 square feet of vacant land (the “Parcel”).

The Parcel is conveyed subject to a four foot (4’) wide walking path easement over the Walking Path shown on said Plan (the “Walking Path Easement”) reserved by the Grantor for the following purposes:

1. Public access only by foot or non-motorized transportation over the Walking Path, except for use of motorized wheelchairs or other mobility devices for the disabled or vehicles used in the construction, maintenance, repair, replacement or relocation of the Walking Path; and
2. The right to cut or trim trees, shrubbery or vegetation in order to construct and maintain the Walking Path and to re-surface the Walking Path with any materials in the Grantor’s sole discretion.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 22 Nonantum Avenue, in said Nantucket and shown on Town Assessor’s Map 87 as Parcel 19 previously acquired by Grantee pursuant to Deed noted on Certificate of Title No. 25522 as Document No. 147059 filed with Nantucket Registry District of the Land Court (collectively with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District

of the Land Court, provided however, the Grantee may subdivide the Combined Premises into no more than two buildable lots in conformance with the Town of Nantucket Zoning By-Law without first obtaining such written permission. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises into more than two buildable lots, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, for other than the purpose of two buildable lots, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated September 22, 2010 filed with said Registry District of the Land Court as Document No. 131791 and Order of the Land Court dated June 2, 2016 filed with said Registry District of the Land Court as Document No. 152069.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

James R. Kelly

Dawn E. Hill Holdgate

Rick Atherton

Robert DeCosta

Matthew G. Fee

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Joseph R. Jenkins, Trustee of Nonantum 22 Realty Trust ("Buyer")
Lot 51, Woodbine Street and Nobadeer Avenue, Nantucket, MA (Property)
October 27, 2016 (Closing Date)

Purchase Price: **\$18,800.00**

Less:

Deposit \$ 250.00

Plus:

Payment in Lieu of Tax Adjustment
10/27/16-6/30/17 \$ 46.93

Reimbursement of Town's Legal Fees \$ 1,700.00

Net Amount Due Seller: **\$20,296.93**

Checks:

Town of Nantucket \$20,296.93

BUYER:
NONANTUM 22 REALTY TRUST

SELLER:
TOWN OF NANTUCKET
BOARD OF SELECTMEN

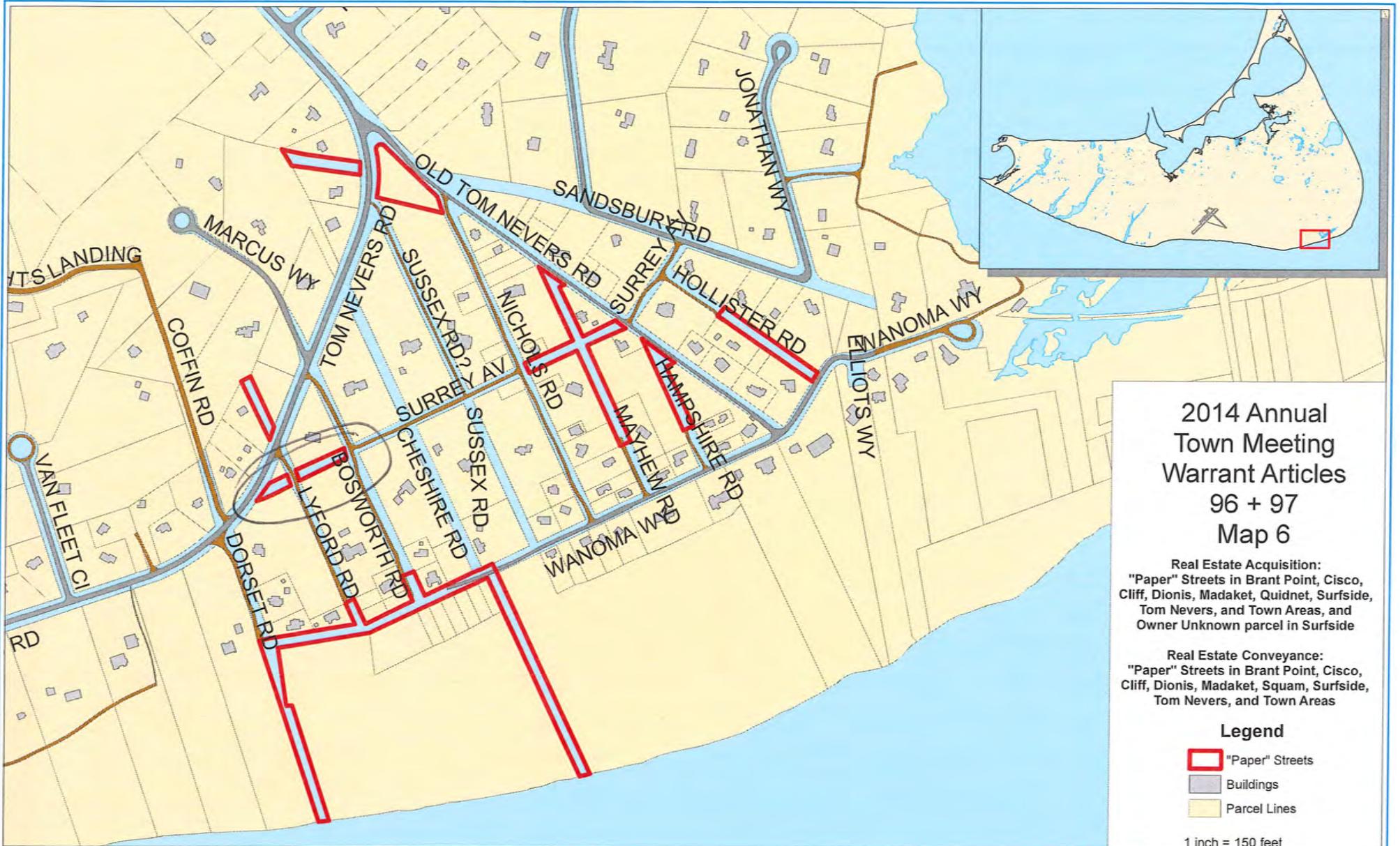
By: _____
Joseph R. Jenkins, Trustee

Real Estate Items - 10/26/2016

PUBLIC HEARING ITEMS

<u>Taking Parcel(s)</u>	<u>Town Meeting Vote</u>	<u>Plan No.</u>
Portions of Central Road A.K.A. Surrey Avenue	A96/2014 ATM	LC PLANS #5004-D & #5004-L
Portions of Woodbine Street	A96/2014 ATM	2016-61
Portions of Maclean Street, Dearborn Street, Prospect Street & Chappomis Avenue	A100/2011 ATM	n/a - listed as an exhibit
Portion of Saccacha Avenue	A102/2016 ATM	2016-67
Portions of Pocomo Avenue, Harriet Street & Central Avenue	A76/2010 ATM	2016-63
Portion of Copeland Street	A76/2010 ATM	2016-47
Portions of Holly Street & Pochick Avenue	A98/2011 ATM	2016- (to be filed)

Taking "A"



**2014 Annual
Town Meeting
Warrant Articles
96 + 97
Map 6**

Real Estate Acquisition:
"Paper" Streets in Brant Point, Cisco, Cliff, Dionis, Madaket, Quidnet, Surfside, Tom Nevers, and Town Areas, and Owner Unknown parcel in Surfside

Real Estate Conveyance:
"Paper" Streets in Brant Point, Cisco, Cliff, Dionis, Madaket, Squam, Surfside, Tom Nevers, and Town Areas

Legend

- "Paper" Streets
- Buildings
- Parcel Lines

1 inch = 150 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2003 aerial photography. It was compiled to meet the ASPRS Standard for Class I Map Accuracy for 1"=100' scale maps.
The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data and are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



Town of Nantucket - GIS Mapsheet



Nantucket governmental agencies will not be responsible for any applications based solely on GIS data. Applications for permits and business dealings with the relevant agency for regulatory requirements. The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

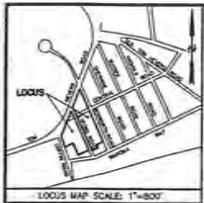
GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

January, 2014

Taking "A"

VERMONT LAND COURT PLAN NO. 5004-L

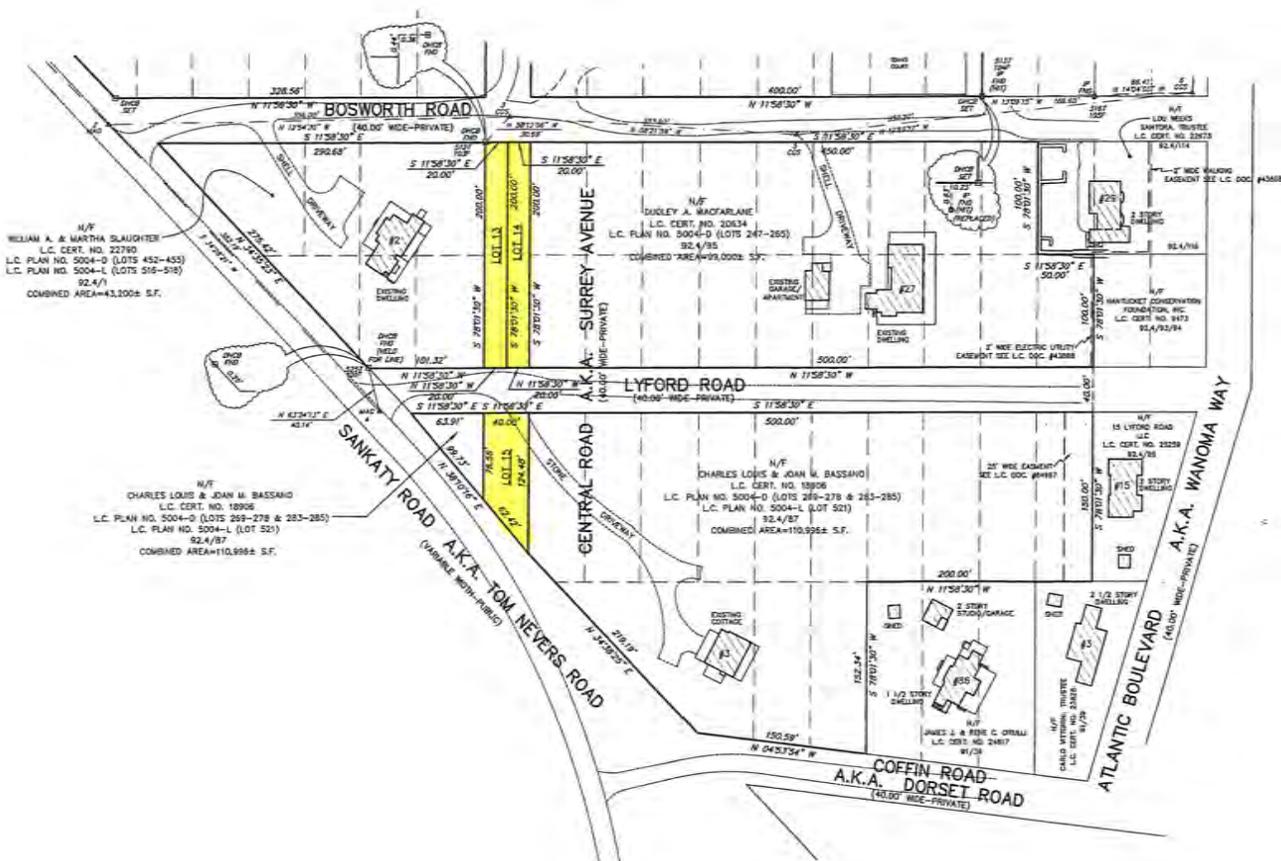
NANTUCKET REGISTRY OF DEEDS
 Date: 2016.05.25.16
 Time: 1:31 PM
 Page No: 2 of 2
 Name: NANTUCKET
 Address: Register
 Sheet 1 of 1



ZONING CLASSIFICATION
 DISTRICT: LUJ-3
 MINIMUM LOT SIZE = 125,000 S.F.
 MINIMUM FRONTAGE = 200'
 FRONT YARD SETBACK = 35'
 SIDE & REAR YARD SETBACK = 20'
 ALLOWABLE GROUND COVER RATIO = 35%

SURVEY INSTRUMENT: LEICA TPS 1200 TOTAL STATION
 EDM ACCURACY: ±(1MM+1.5PPM)
 TRANSFORM DATA:
 PRECISION OF TRANSFORM: 1 IN 3,660,548
 ERROR OF CLOSURE:
 LINEAR: 0.0011
 BEARING: 5'02'01.5\"/>

NOTES:
 1. ALL MEASUREMENTS WERE MADE USING AN EDM, UNLESS OTHERWISE NOTED.



LEGEND:
 CB BRUSH LINE
 CRB CONCRETE BOUND
 CRR COUNTY ROAD BOUND
 CTR CENTER
 CHC CHAIN HOLE/CONCRETE BOUND
 CMF FENCE METAL
 CFW FENCE WOODEN
 IR IRON ROD
 LP LEAD PILE
 N/F NOW OR FORMERLY
 5077 TIERED POINT NUMBER
 115F FIELD POINT NUMBER

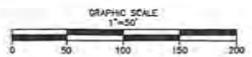
BEING A SUBDIVISION OF PRIVATE WAYS
 ELABORATED PURSUANT TO ARTICLE 98, ATM APRIL 5, 2014
 AS SHOWN ON L.C. PLANS #5004-D AND #5004-L
 CENTRAL ROAD A.K.A. SURREY AVENUE

PLAN OF LAND

IN
 NANTUCKET, MASSACHUSETTS
 SCALE: 1\"/>

PREPARED FOR:
 TOWN OF NANTUCKET
 NANTUCKET SURVEYORS, LLC
 5 WINDY WAY
 NANTUCKET, MA 02554
 (508) 228-0240

AREA TABLE	
LOT NUMBER	AREA
LOT 13	4,000± S.F.
LOT 14	4,000± S.F.
LOT 15	4,021± S.F.



THE PLANNING BOARD DETERMINES THAT:
 1. LOTS 13 THROUGH 15 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.



I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 ON OR BETWEEN FEBRUARY 1, 2011 AND JUNE 6, 2016.
 [Signature]
 PROFESSIONAL LAND SURVEYOR
 DATE: 6/16/16

NANTUCKET BOARD OF SELECTMEN

APPROVED PURSUANT TO ARTICLE 98
 ANNUAL TOWN MEETING, APRIL 5, 2014
 [Signatures]
 DATE

THE AREA CALCULATIONS FOR EACH LOT DO NOT COMPLY WITH LOT AREA REQUIREMENTS AS PROVIDED IN NANTUCKET ZONING BY-LAW CH. 139 SS. 2A AND 18A.

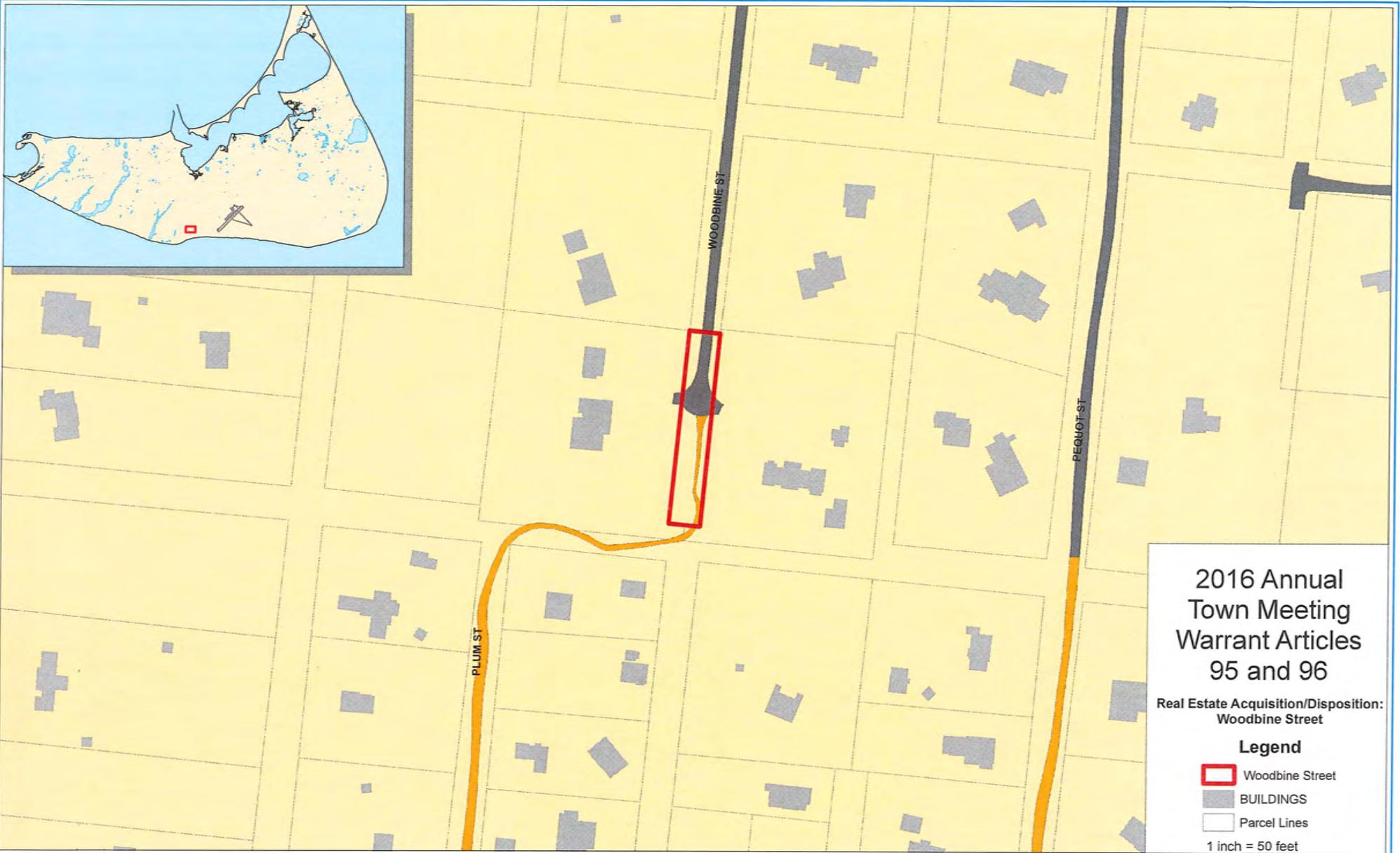
PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

NANTUCKET PLANNING BOARD

APPROVAL UNDER THE
 SUBDIVISION CONTROL LAW
 NOT REQUIRED

[Signatures]
 DATE APPROVED: June 13, 2016
 DATE SIGNED: June 13, 2016
 FILE NO.: 7925

Taking "B"



**2016 Annual
Town Meeting
Warrant Articles
95 and 96**

**Real Estate Acquisition/Disposition:
Woodbine Street**

Legend

- Woodbine Street
- BUILDINGS
- Parcel Lines

1 inch = 50 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in their data and are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



Town of Nantucket - GIS Mapsheet



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Please send identification of any errors and corresponding corrections to:
GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

January, 2016

Taking "B"

2016 00000061
 Bk: Pg: 0 Page: 0
 Doc: PLAN 07/05/2016 02:51 PM

NANTUCKET REGISTER
 OF DEEDS
 Date: 7/5/2016
 Time: 2:51 PM
 Plan No: 2016-61
 Alan M. Grady
 Register
 Sheet 1 of 1

ZONE: LUG-1
 REQUIRED
 LOT AREA: 40,000 s.f.
 FRONTAGE: 100'
 FRONT YARD: 35'
 SIDE/REAR YARD: 10'
 GROUND COVER: 7%

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS



Alan M. Grady
 ALAN M. GRADY, PLS
 MASSACHUSETTS REG. NO. 37732

#24 WOODBINE STREET
 MAP B0 PARCEL 96
 N/F
 JAMES LAWRENCE CONLON
 REVOCABLE TRUST and
 ANN DENISE CONLON
 REVOCABLE TRUST

#23 WOODBINE STREET
 MAP B0 PARCEL 95
 N/F
 MARK J. YACOS and
 DEBORAH A. YACOS

#22 WOODBINE STREET
 MAP B0 PARCEL 322
 N/F
 WILLIAM H. GARTLAND and
 MICHELE D. GARTLAND
 DEED BK. 1034 PG. 63
 & BK. 1325 PG. 30
 & BK. 1408 PG. 145
 Plan File: 54-W - LOT 1

#21 WOODBINE STREET
 MAP B0 PARCEL 321
 N/F
 21 WOODBINE, LLC
 DEED BK. 1342 PG. 75
 & BK. 1409 PG. 327
 Plan File: 54-W - LOT 4

THE PLANNING BOARD DETERMINES THAT:

- (b) PARCELS "A" and "B" DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.
- (c) PARCELS "A" and "B" CONTAIN INADEQUATE LOT AREA, AS DEFINED IN THE NANTUCKET ZONING BYLAW, TO COMPLY WITH MINIMUM AREA REQUIREMENTS APPLICABLE UNDER SUCH BYLAW.

NOTES:

1. LOCUS: a portion of WOODBINE STREET (ON ASSESSORS MAP B0)
2. PLAN REFERENCES: PLAN No: 2016-20
 Plan No: 2015-63
 Plan No: 2012-61
 Plan No: 2010-56
 Plan File: 54-W
3. TOWN MEETING REFERENCE: WARRANT ARTICLES 95 & 96 OF THE 2016 ANNUAL TOWN MEETING



LOCUS MAP
 SCALE: 1" = 500'

ROADWAY ACQUISITION PLAN

IN
 NANTUCKET, MASS.

OF
 A PORTION OF
 WOODBINE STREET

PREPARED BY
BRACKEN ENGINEERING, INC.
 19 OLD SOUTH ROAD
 NANTUCKET, MA 02554
 tel: (508) 325-0044
 fax: (508) 833-2282
 SCALE: 1" = 40' JUNE 6, 2016

TOWN OF NANTUCKET
 BOARD OF SELECTMEN

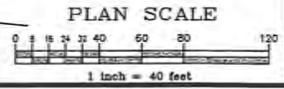
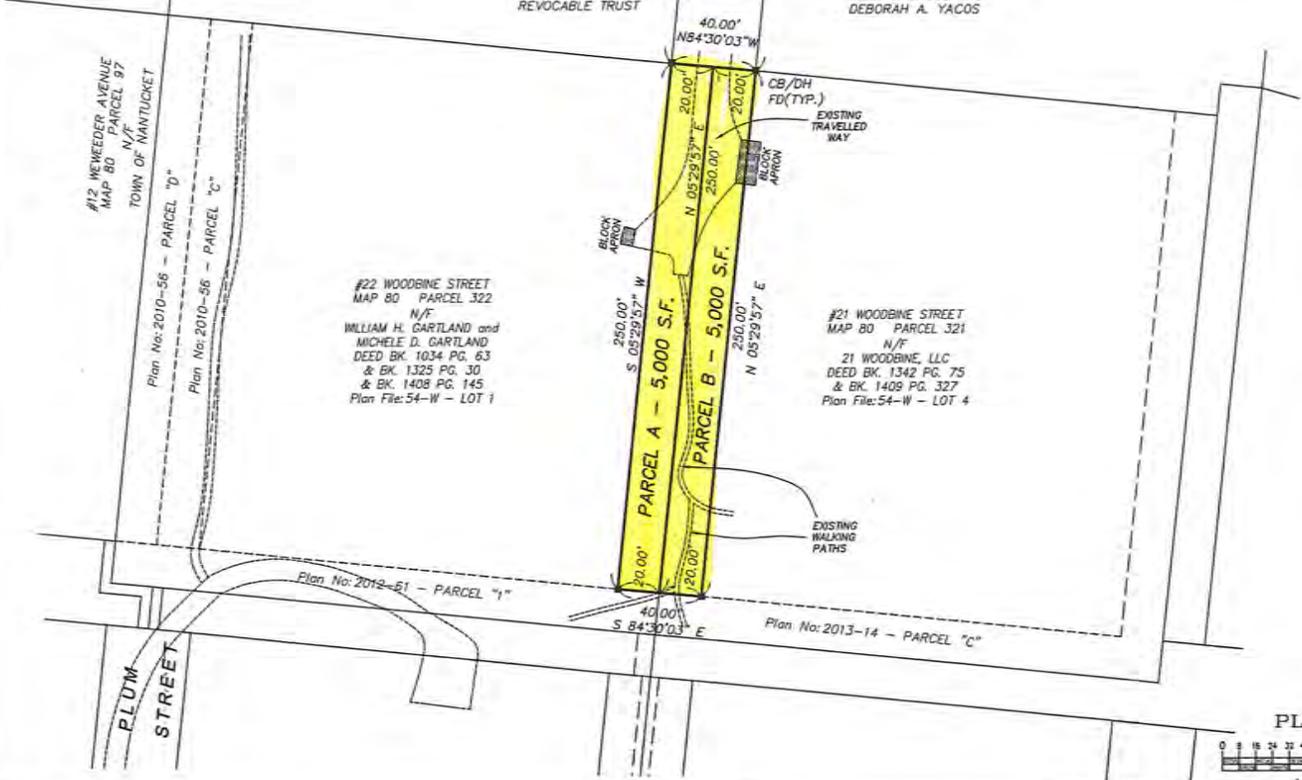
DATE: *June 13, 2016*

[Signatures]

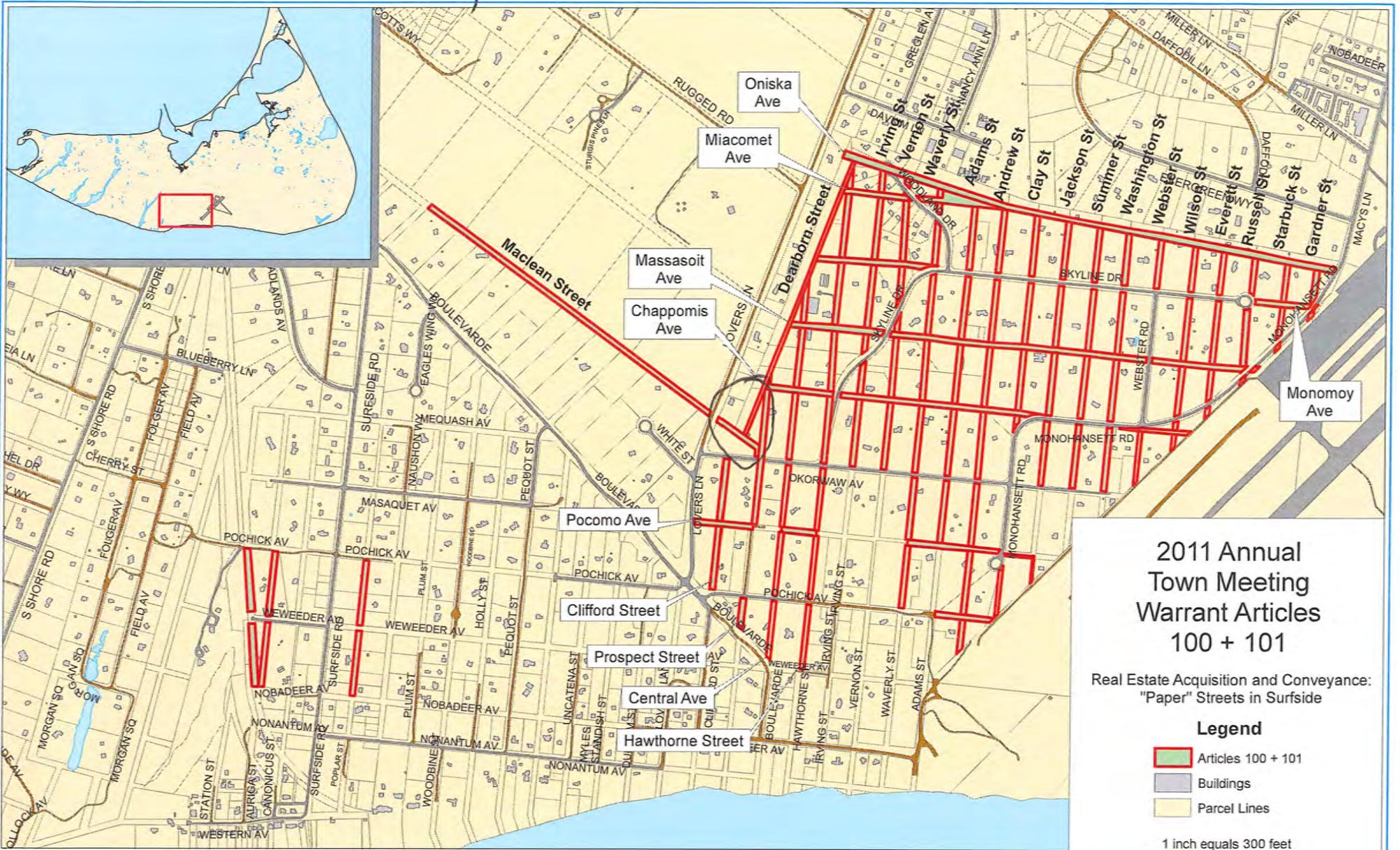
APPROVAL UNDER SUBDIVISION CONTROL LAW NOT REQUIRED
 NANTUCKET PLANNING BOARD

[Signatures]

FILE NUMBER: **7978**
 DATE ENDORSED: **June 13, 2016**



Taking "C"



**2011 Annual
Town Meeting
Warrant Articles
100 + 101**

Real Estate Acquisition and Conveyance:
"Paper" Streets in Surfside

Legend

- Articles 100 + 101
- Buildings
- Parcel Lines

1 inch equals 300 feet

Data Sources:
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The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2008.



Town of Nantucket - GIS Mapsheet



Municipal governmental agencies will not necessarily approve applications based solely on GIS data. Applications by permittees and licensees require approval of the relevant agency for applicable requirements. The presence of the median of other navigable areas may necessitate utility public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

January, 2011

Taking "C"



CURRENT ZONING CLASSIFICATION:
Limited Use General 1 (L.U.G.-1)

MINIMUM LOT SIZE: 40,000 S.F.
MINIMUM FRONTAGE: 100 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 10 FT.
GROUND COVER %: 7%

CURRENT ZONING CLASSIFICATION:
Limited Use General 2 (L.U.G.-2)

MINIMUM LOT SIZE: 80,000 S.F.
MINIMUM FRONTAGE: 150 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 15 FT.
GROUND COVER %: 4%

*REFERENCE 2016 ADM WARRANT ART. 20

LEGEND

- ◆◆◆ UNCONSTRUCTED STREETS SHOWN REFERENCE A PLAN RECORDED AT THE NANTUCKET REGISTRY OF DEEDS FILED IN PLAN BOOK 02 PAGE 60.
- ◆◆ UNCONSTRUCTED STREETS SHOWN REFERENCE A PLAN RECORDED AT THE NANTUCKET REGISTRY OF DEEDS FILED IN PLAN BOOK 02 PAGE 60.

OWNER INFORMATION

MIRIAM VARIAN
DEED BK. 79A, PG. 180
PLAN FILE 11-A, PLAN D, LOT 13
ASSESSOR'S MAP 79, PARCELS 131
#4 OKORAW AVENUE

NANTUCKET REGISTRY OF DEEDS

Date: _____

Time: _____

Plan No.: _____

Sheet: _____

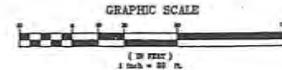
RESERVED FOR REGISTRY USE



Roadway Aquisition
Plan of Land
in
Nantucket, MA
Prepared for
MIRIAM VARIAN

Scale: 1" = 30' SEPTEMBER 06, 2016

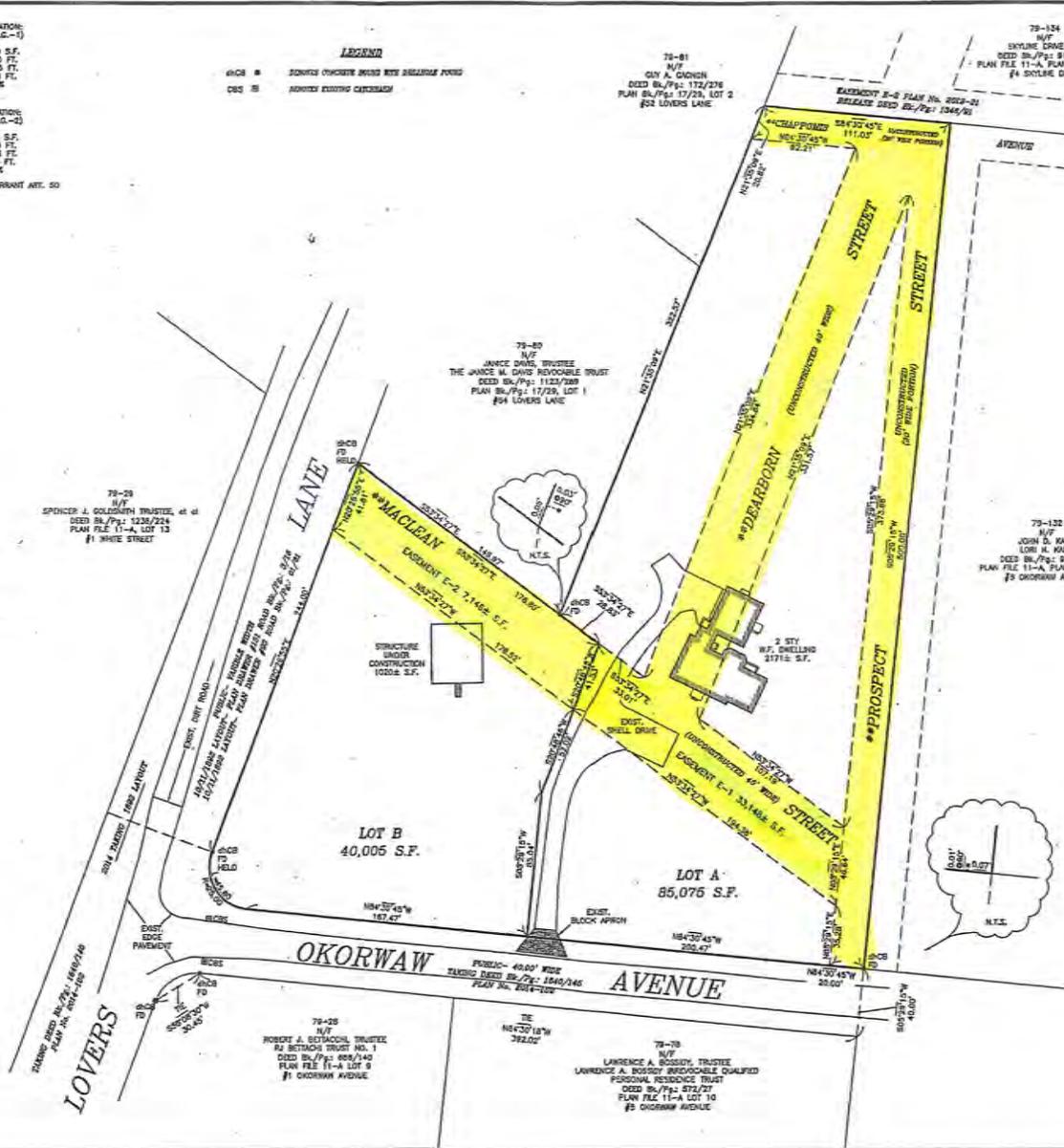
BLACKWELL & ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9028



Town of Nantucket
Board of Selectman

DATE SIGNED _____ FILE # _____

B6471



NOTE:

◆◆ UNCONSTRUCTED STREETS SHOWN REFERENCE A PLAN RECORDED AT THE NANTUCKET REGISTRY OF DEEDS FILED IN PLAN BOOK 02 PAGE 60.

EASEMENT AREAS E-1 & E-2 ARE EASEMENT AREAS OVER THESE UNCONSTRUCTED STREETS. EASEMENT AREAS E-1 & E-2 ARE WITHIN THE EXISTING OWNERSHIP OF LOT 15 (REFERENCE DEED BOOK 795 PAGE 150 & PLAN FILE 11-A, PLAN D).

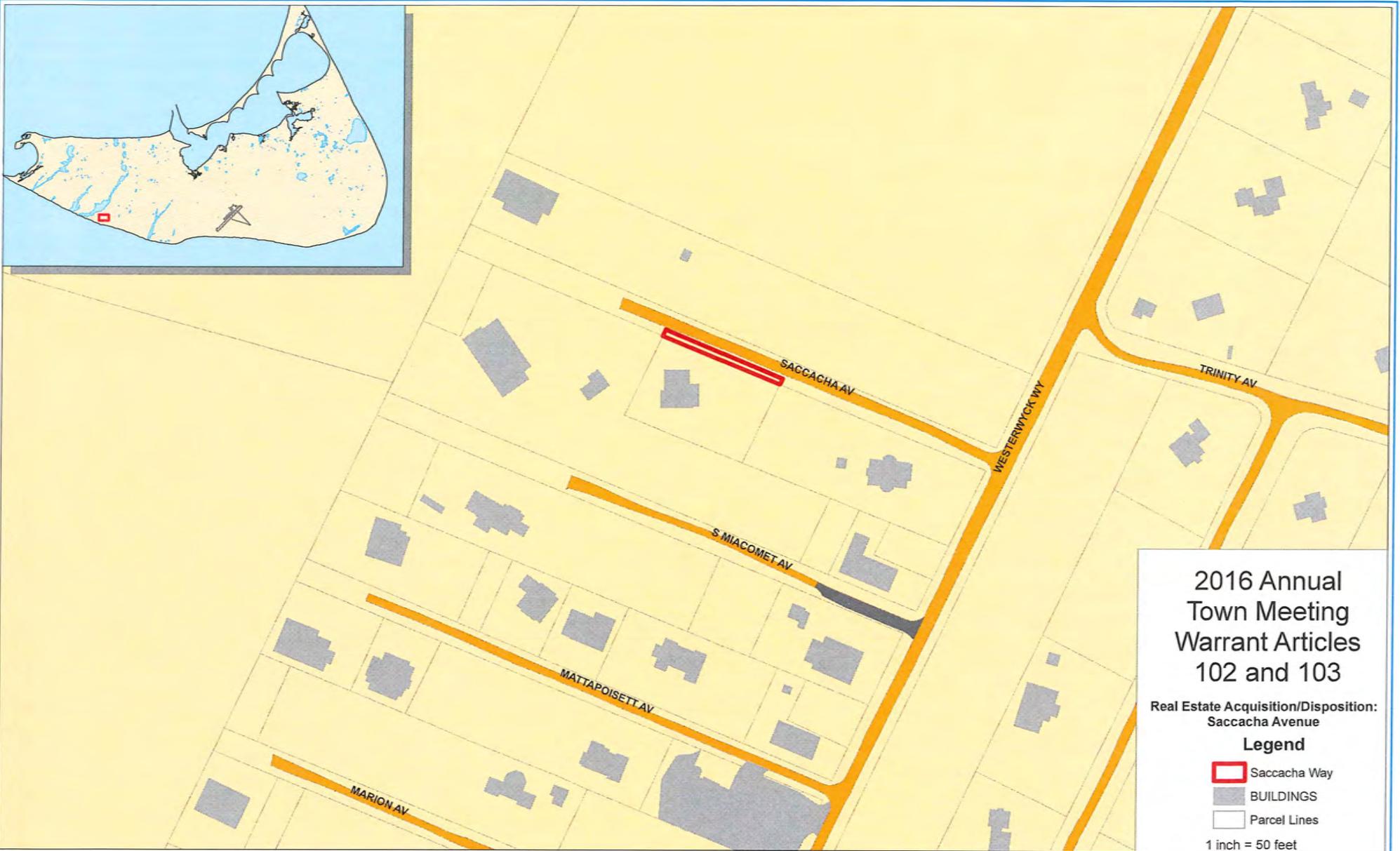
LOT 15 HAS BEEN SUBMITTED BY A PLAN RECEIVED BY THE NANTUCKET TOWN CLERK AUGUST 01, 2016 AND ENDORSED BY THE PLANNING BOARD AUGUST 08, 2016.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES SHOWING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Jeff Blackwell 9-6-16
PROFESSIONAL LAND SURVEYOR DATE

Taking "D"



2016 Annual Town Meeting Warrant Articles 102 and 103

Real Estate Acquisition/Disposition:
Saccacha Avenue

Legend

-  Saccacha Way
-  BUILDINGS
-  Parcel Lines

1 inch = 50 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (NGIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



Town of Nantucket - GIS Mapsheet



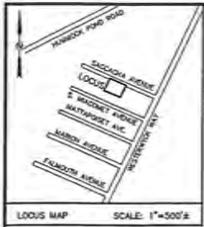
Nantucket governmental agencies will not necessarily accept applications based solely on GIS data. Applications for permits and licenses must require the relevant agency for applicable requirements. The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

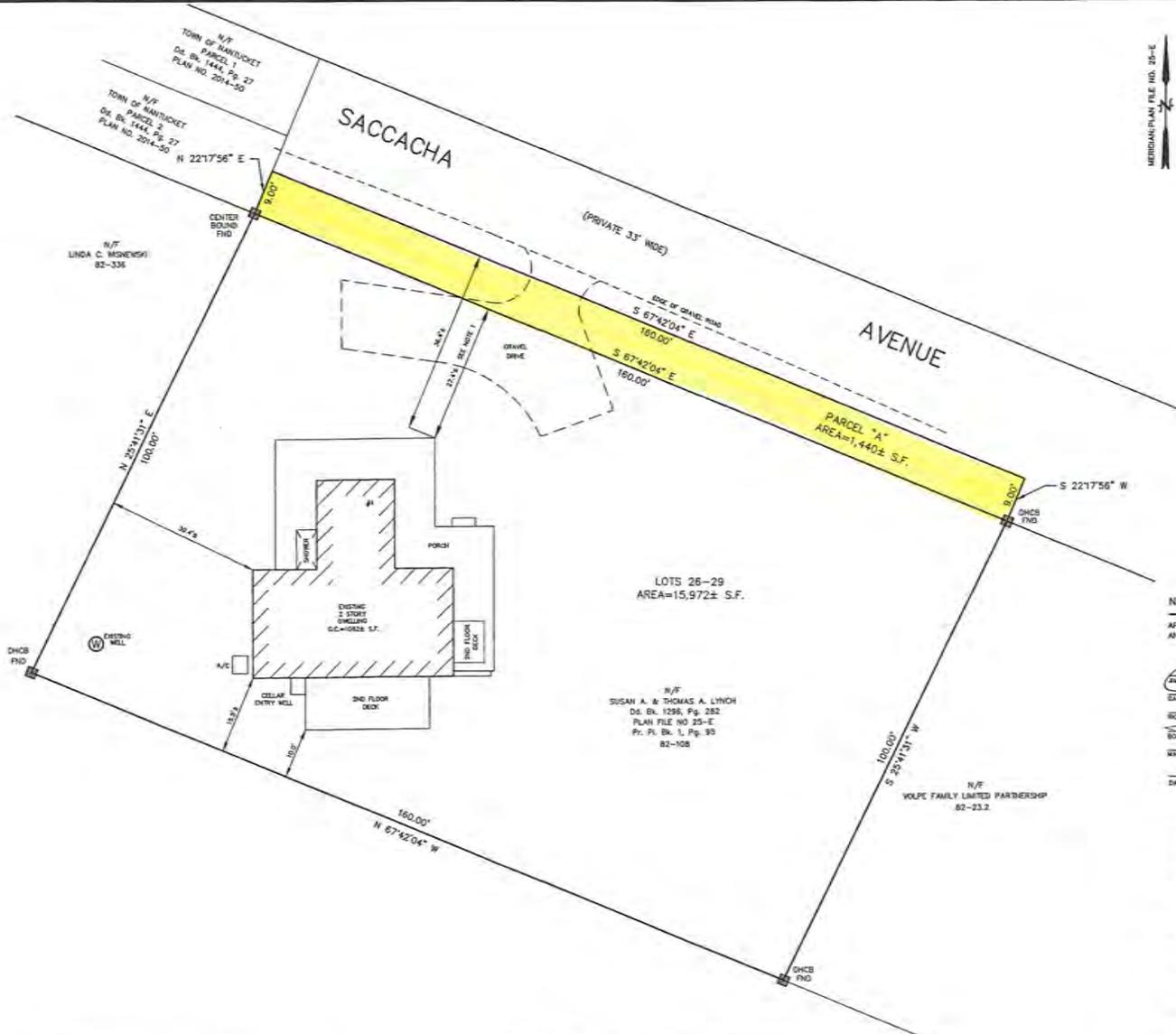
GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

January, 2016

Taking "D"



NANTUCKET REGISTRY OF DEEDS
 Date: July 19, 2016
 Time: 10:19 am
 Plan: 82-2016 Pg. 67
 Plan File:
 Registrars: *Joseph H. Janni*
 License:
 Sheet 1 of 1
 RESERVED FOR REGISTRY USE ONLY
 2016 00000000
 Blk. Pg. Page 9
 Doc. PLAN 0708/2016 10:19 am



LEGEND:
 CHCB DRILL HOLE/CONCRETE BOUND
 Dd, Bk. DEED BOOK
 FND FOUND
 N/F NOW OR FORMERLY
 Pg. PAGE

BEING A PORTION OF A PRIVATE WAY
 ELIMINATED PURSUANT TO ARTICLE 102
 4TH APRIL 2, 2016
 SACCACHA AVENUE
PLAN OF LAND
 IN
 NANTUCKET, MASSACHUSETTS
 SCALE: 1"=10' DATE: JULY 05, 2016
 PREPARED FOR:
 TOWN OF NANTUCKET
 NANTUCKET SURVEYORS, LLC
 5 WHOLEY WAY
 NANTUCKET, MA 02554
 (508) 228-0240
 GRAPHIC SCALE
 1"=10'

NOTES:
 1. SEE VARIANCE, ZBA FILE NO. 19-15, RECORDED IN Dd, Bk. 1493, Pg. 283.
 2. LOT CREATED JANUARY 1875.



" I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."
David D. Dett 7/5/16
 PROFESSIONAL LAND SURVEYOR DATE

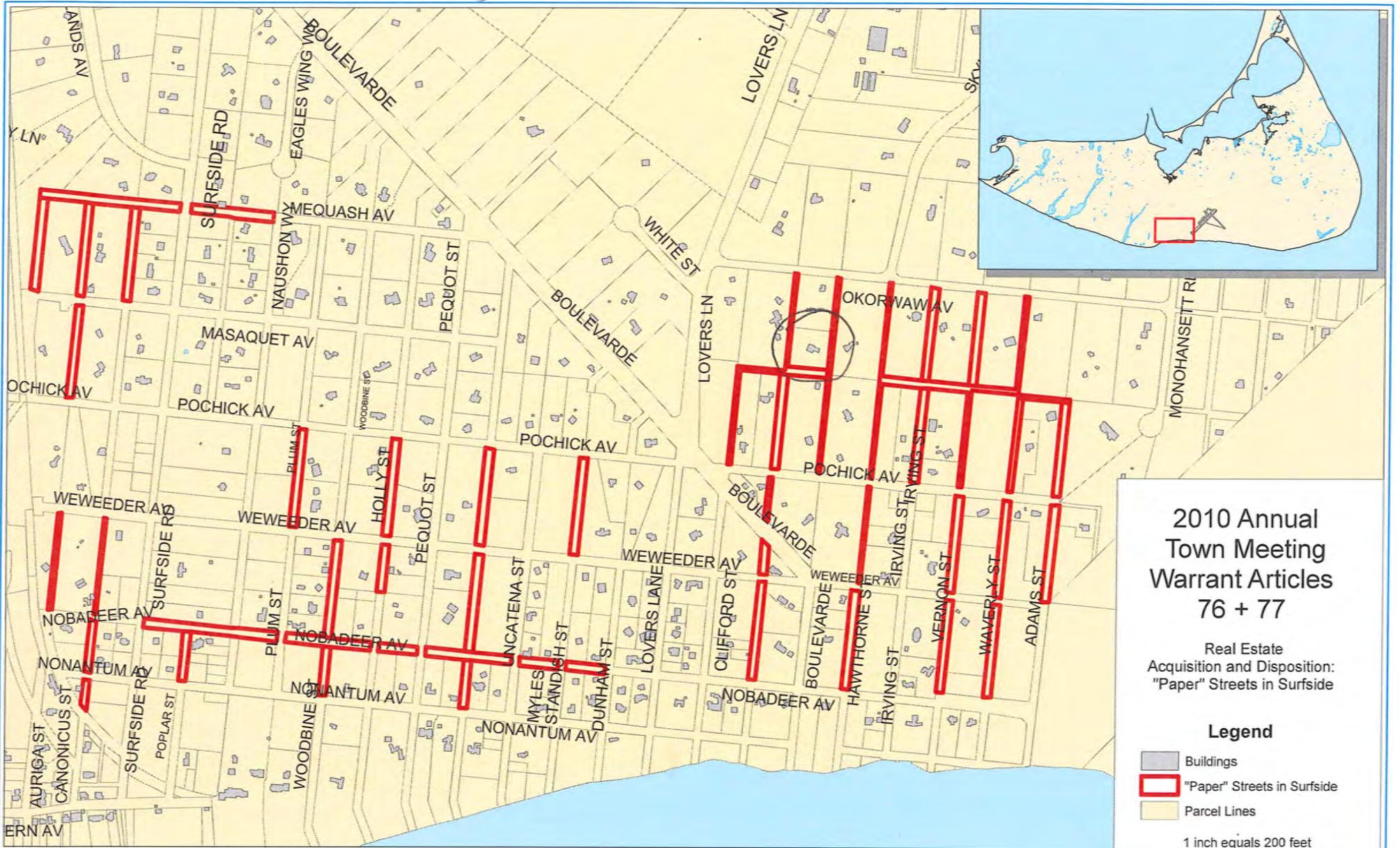
NANTUCKET BOARD OF SELECTMEN
 APPROVED PURSUANT TO ARTICLES 102 & 103
 ANNUAL TOWN MEETING, APRIL 2, 2016.
Jan Kelly
 JAN KELLY, CHAIRMAN
 GARY R. HULL, DEPUTY CHAIRMAN
 BOB ASHERTON
 BRIG SECOTTA
 WASTE FEE
 DATE: 7/11/16

THE AREA CALCULATIONS FOR EACH LOT DO NOT COMPLY WITH LOT AREA REQUIREMENTS AS PROVIDED IN NANTUCKET ZONING BYLAW CH. 139 SS. 2A AND 16A.

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

NANTUCKET PLANNING BOARD
 APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
David D. Dett
 REGISTERED SURVEYOR
 LINDA C. MISZEWSKI
 NANTUCKET SURVEYORS, LLC
 DATE APPROVED: 7-11-16
 DATE FILED: 7-11-16
 FILE NO.: 82-2016

Taking "E"



2010 Annual Town Meeting Warrant Articles 76 + 77

Real Estate
Acquisition and Disposition:
"Paper" Streets in Surfside

Legend

-  Buildings
-  "Paper" Streets in Surfside
-  Parcel Lines

1 inch equals 200 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2005 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (NGIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.

The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2006.



Nantucket governmental agencies will not knowingly approve applications based solely on GIS data. Applicants for permits and licenses must inquire of the relevant agency for applicable requirements. The presence of information on this mapsheet does not necessarily imply public rights-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

Taking "E"



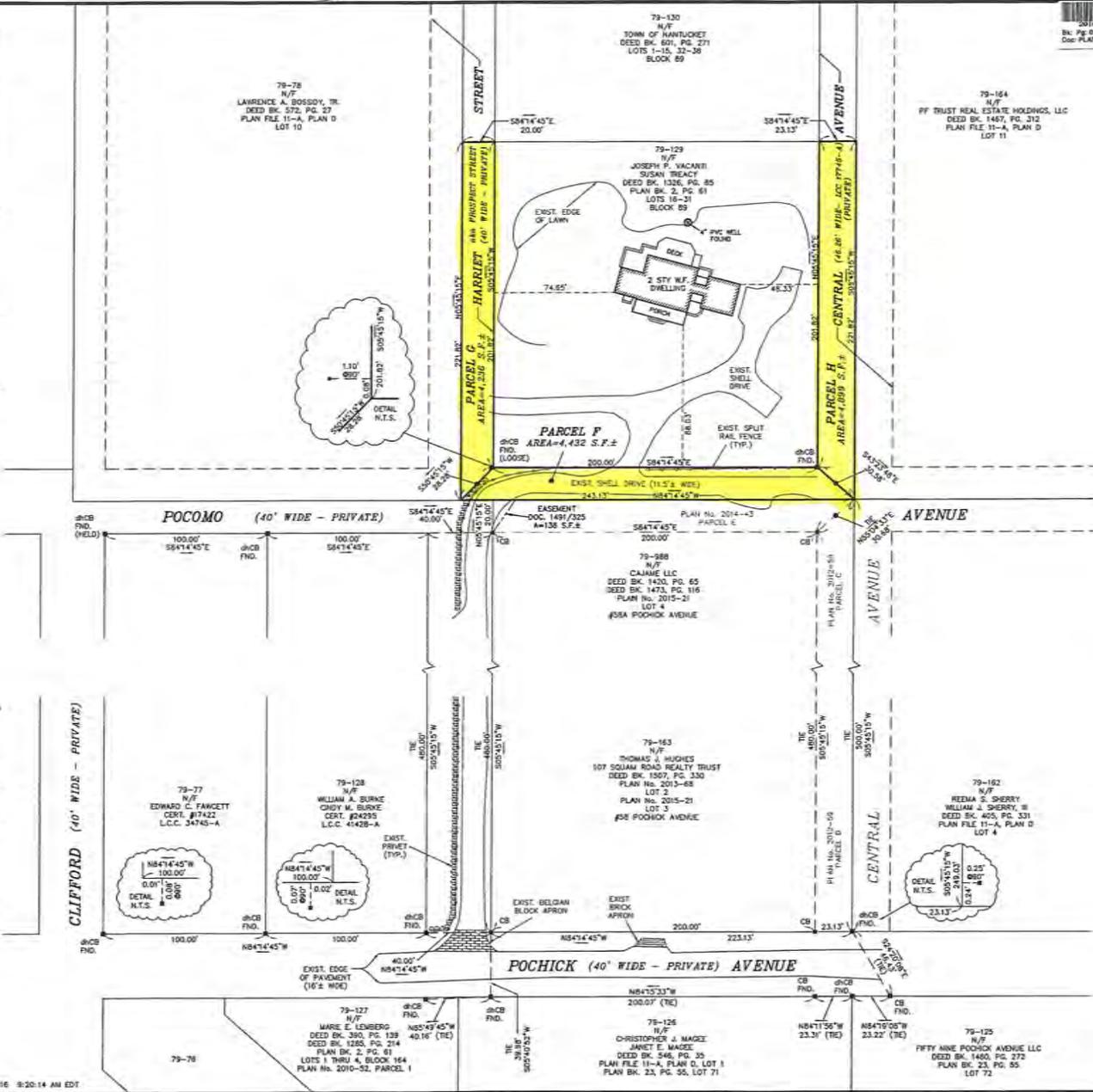
OWNER INFORMATION
 JOSEPH P. VACANTI
 SUSAN TRACY
 DEED BK. 1326, PG. 85
 Plan No. 02-91, LOTS 16-31 BLOCK 89
 ASSESSOR'S MAP 79, PARCEL 129
 255 POCHICK AVENUE (F.K.A. 7 OGORNAW AVENUE)

LEGEND
 (C)CB ■ DOWNEY CONCRETE FOUND WITH DRAINAGE FOUND
 CB ■ DOWNEY CONCRETE FOUND FOUND

NOTE:
 PARCELS F-H ARE UNBUILDABLE AND ARE INTENDED TO BE COMBINED WITH VICANT LAND DESCRIBED IN DEED BK./Pg.: 1326/85.

NOTE:
 LOTS 3, F-H DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 JEFFREY BLACKWELL
 PROFESSIONAL LAND SURVEYOR
 DATE 06-16-16



NANTUCKET REGISTRY OF DEEDS
 Date: July 5, 2016
 Time: 2:51pm
 Plan No.: 2016-63
 Grantor: Joseph P. Vacanti
 Register
 SHEET 1 OF 1
 RESERVED FOR REGISTRY USE

CURRENT ZONING CLASSIFICATION:
 Limited Use General 1 (L.U.G.-1)
 MINIMUM LOT SIZE: 40,000 S.F.
 MINIMUM FRONTAGE: 100 FT.
 FRONT YARD SETBACK: 35 FT.
 REAR YARD SETBACK: 10 FT.
 GROUND COVER %: 7%

REFERENCE ARTICLES 78 & 77, 2012 ATM
TAKING AND DISPOSITION
 Plan of Land
 in
 Nantucket, MA
 Prepared for
TOWN OF NANTUCKET

Scale: 1" = 30' JUNE 06, 2016

BLACKWELL & ASSOCIATES, Inc.
 Professional Land Surveyors
 20 TEASDALE CIRCLE
 NANTUCKET, MASS. 02554
 (508) 228-9026



Nantucket Board of Selectmen
 Being a majority

[Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 DATE SIGNED:

Nantucket Planning Board
 APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

[Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 DATE SIGNED: June 18, 2016 FILE # 7986

Taking "F"



2010 Annual Town Meeting Warrant Articles 76 + 77

Real Estate
Acquisition and Disposition:
"Paper" Streets in Surfside

Legend

-  Buildings
-  "Paper" Streets in Surfside
-  Parcel Lines

1 inch equals 200 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2003 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.
The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2008.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (NGIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.

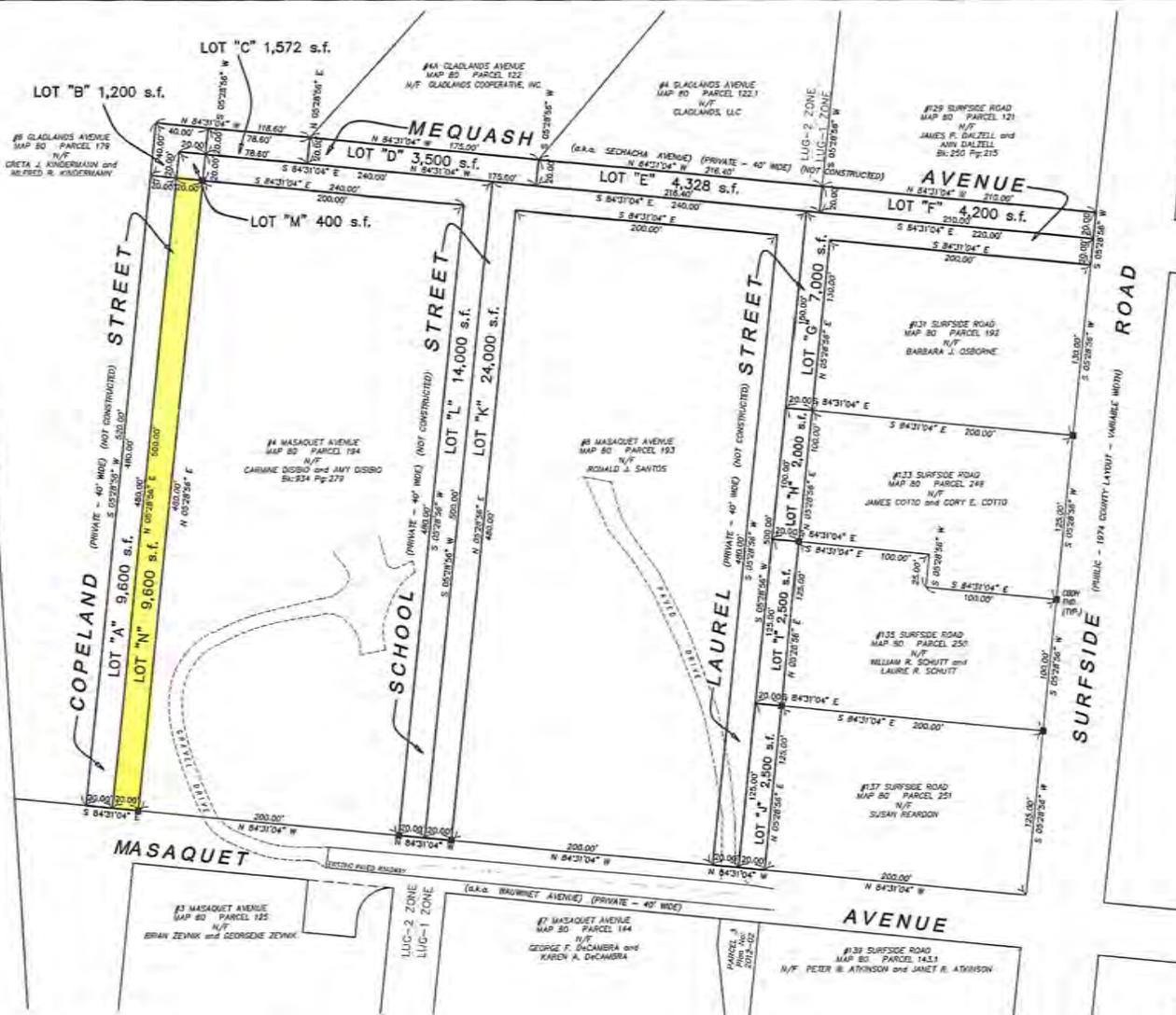


Nantucket governmental agencies will not accept or use applications based solely on GIS data. Requests for permits and licenses must include other relevant agency requirements. The presence of information in this mapsheet does not necessarily imply public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

Taking "F"



- NOTES:**
1. LOCUS: MEQUASH AVENUE, LAUREL STREET, SCHOOL STREET, COPELAND STREET (ON ASSESSORS MAP 80)
 2. PLAN: File Blk 2 Pg 60, Plan Blk 22 Pg 35, Plan File 11-1, Plan No 2001-08, Plan No 2002-40, Plan No 2015-56
 3. TOWN MEETING REFERENCE: ARTICLES 76 & 77 (2010)



MA. DEEDS
Blk: Pg 0 Page 0
Doc: PLAN 05202018 02.01 PV

NANTUCKET REGISTRY OF DEEDS
Date: 5/14/18
Time: 1:01 PM
Plan No: 2018-01
Clerk: Janet Spill
Able Registrar
Sheet 1 of 1

RESERVED FOR REGISTRY USE

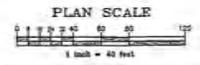


I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Alan M. Grady
ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 3772

ROADWAY ACQUISITION PLAN
IN
NANTUCKET, MASS.
OF PORTIONS OF UNCONSTRUCTED
"MEQUASH AVENUE"
"LAUREL STREET"
"SCHOOL STREET"
"COPELAND STREET"

PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282
SCALE: 1" = 40' APRIL 25, 2016



THE PLANNING BOARD DETERMINES THAT:

- LOTS "A" thru "I" DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.
- LOTS "A" thru "I" CONTAIN INADEQUATE LOT AREAS AS DEFINED IN THE NANTUCKET ZONING BYLAW, TO COMPLY WITH MINIMUM AREA REQUIREMENTS APPLICABLE UNDER SUCH BYLAW.

ZONE:	LUG-1 REQUIRED	ZONE:	LUG-2 REQUIRED
LOT AREA:	40,000 s.f.	LOT AREA:	80,000 s.f.
FRONTAGE:	100'	FRONTAGE:	150'
FRONT YARD:	35'	FRONT YARD:	35'
SIDE/REAR YARD:	15'	SIDE/REAR YARD:	15'
GROUND COVER:	75 (MAX)	GROUND COVER:	45 (MAX)

TOWN OF NANTUCKET
BOARD OF SELECTMEN

Janet Spill
Alan M. Grady
W. Hill

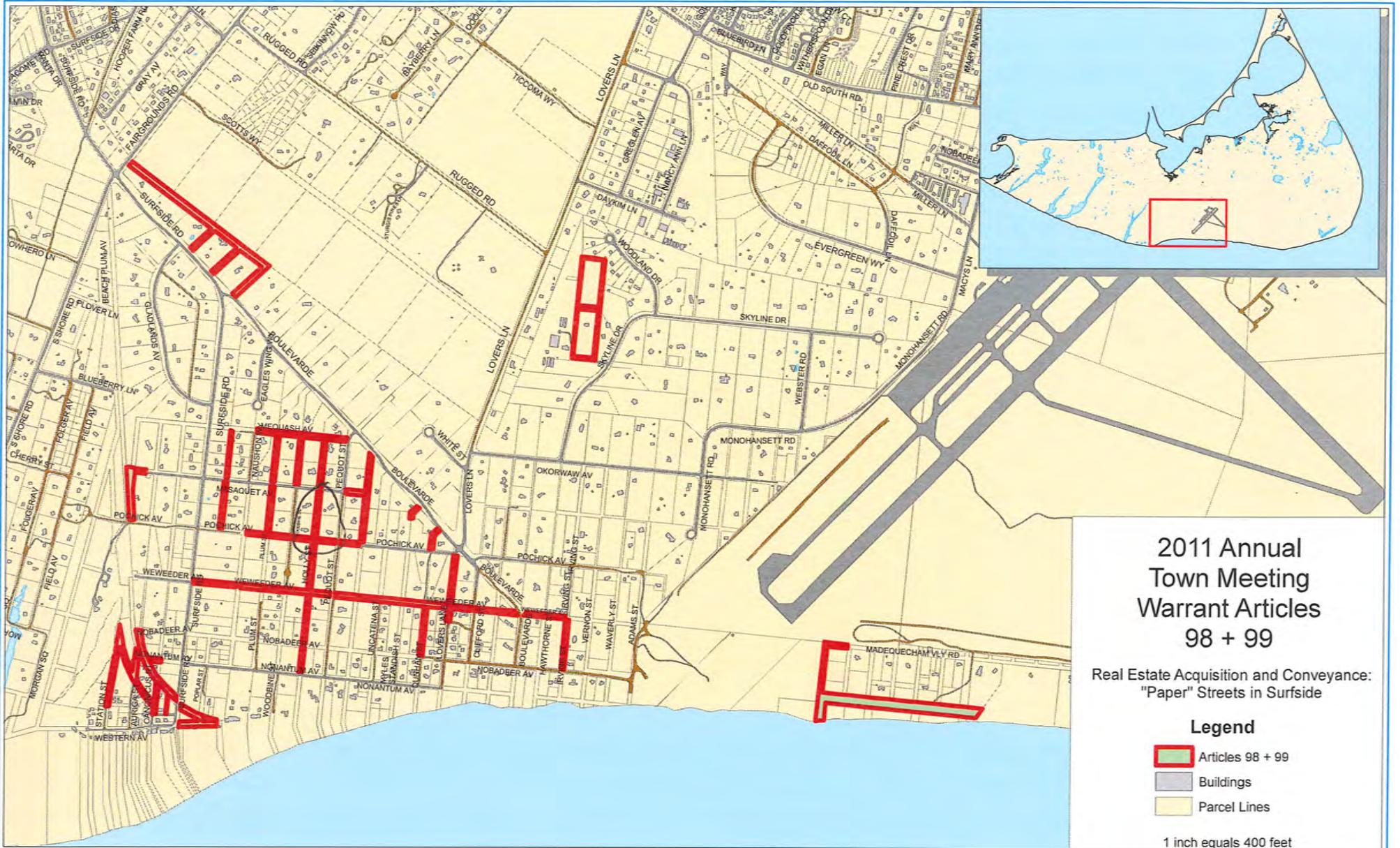
DATE APPROVED:

APPROVAL BY THE
NANTUCKET PLANNING BOARD
NOT REQUIRED

Janet Spill
Alan M. Grady
W. Hill

FILE NUMBER: 7961
DATE APPROVED: 5-9-16

Taking "G"



2011 Annual Town Meeting Warrant Articles 98 + 99

Real Estate Acquisition and Conveyance:
"Paper" Streets in Surfside

Legend

- Articles 98 + 99
- Buildings
- Parcel Lines

1 inch equals 400 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon integration of April, 2003 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.
The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2008.

The data on this mapsheet represents the efforts of the Town of Nantucket and other participating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Harbortek Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



Nantucket governmental agencies will not necessarily approve modifications based solely on GIS data. Applications for permits and licenses must include the relevant agency for applicable requirements.
The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

Taking "6"

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 37732

NOTES:

1. LOCUS: POCHICK AVENUE
HOLLY STREET
(ON ASSESSORS MAP 80)
2. PLAN REFERENCES:
PLAN FILE 11-A
PLAN FILE 54-L
PLAN NO. 2013-14
3. TOWN MEETING REFERENCE:
WARRANT ARTICLES 98
& 99 OF THE 2011 TOWN MEETING.

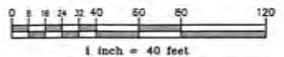
ZONE: LUG-1
REQUIRED

LOT AREA: 40,000 s.f.
FRONTAGE: 100'
FRONT YARD: 35'
SIDE/REAR YARD: 10'
GROUND COVER: 7% (MAX)

THE PLANNING BOARD DETERMINES THAT:

PARCELS "1" THROUGH "6" DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

PLAN SCALE

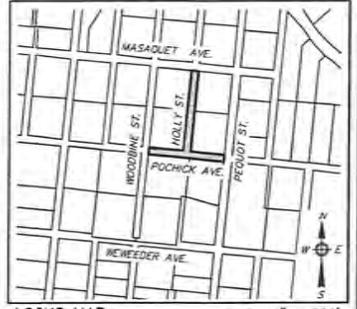
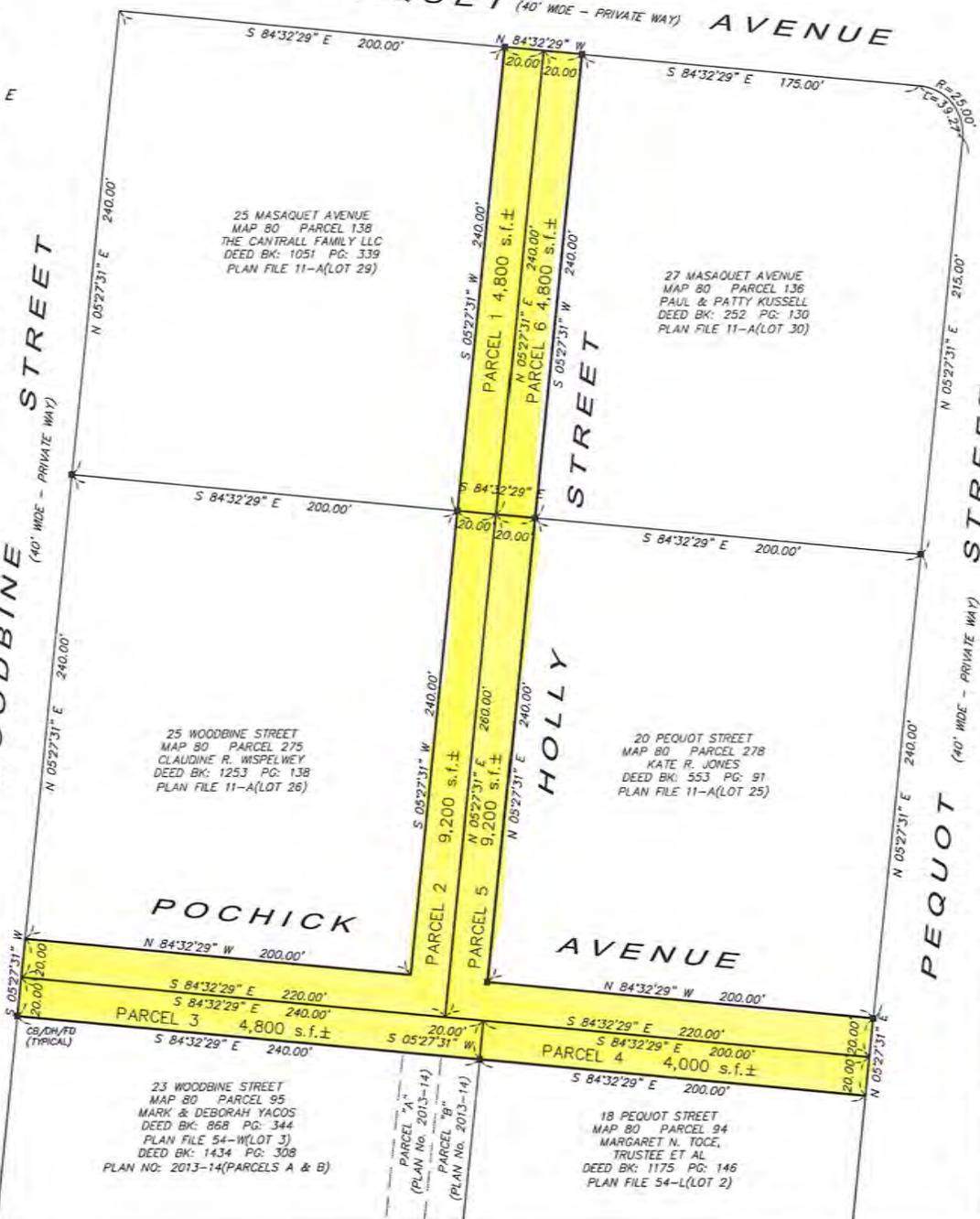


WOODBINE STREET
(40' WIDE - PRIVATE WAY)

MASAQUET AVENUE
(40' WIDE - PRIVATE WAY)

HOLLY STREET

PEQUOT STREET
(40' WIDE - PRIVATE WAY)



ROADWAY ACQUISITION PLAN

IN NANTUCKET, MA

PORTIONS OF UNCONSTRUCTED
HOLLY STREET & POCHICK AVENUE
PREPARED BY
BRACKEN ENGINEERING, INC.

19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282

SCALE: 1" = 40' SEPTEMBER 30, 2016

APPROVAL BY THE
NANTUCKET PLANNING BOARD
NOT REQUIRED

FILE NUMBER: _____
DATE APPROVED: _____

TOWN OF NANTUCKET
BOARD OF SELECTMEN

DATE: _____

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTIONS OF CENTRAL ROAD A.K.A. SURREY AVENUE

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 96 at its 2014 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in those certain parcels of land comprising portions of Central Road a.k.a. Surrey Avenue described below (“Parcels”) is required for public access, open space and/or general municipal purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcels, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Being a Subdivision of Private Ways Eliminated Pursuant to Article 96, ATM April 5, 2014, as Shown on L.C.C. Plans # 5004-D and #5004-L, Central Road A.K.A. Surrey Avenue, Plan of Land in Nantucket, Massachusetts,” dated June 6, 2016, prepared by: Nantucket Surveyors, LLC and recorded with the Nantucket Registry of Deeds as Plan No. 2016-64 (the “Plan”) and consisting of the following Parcels described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Lot 13	Central Road	4,000± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 92.4, Parcel 1	William A. Slaughter and Martha Slaughter	Certificate of Title No. 22790
<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Lot 14	Central Road	4,000± s. f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 92.4, Parcel 95	Dudley W. Macfarlane	Certificate of Title No. 20634 as amended by Order of Land Court filed as Document No. 143655

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Lot 15	Central Road	4,021± s. f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 92.4, Parcel 87	Charles Louis Bassano and Joan M. Bassano	Certificate of Title No. 18906

Any and all trees, vegetation, structures and improvements on the Parcels are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTIONS OF WOODBINE STREET

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 96 at its 2014 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in those certain parcels of land comprising portions of Central Road a.k.a. Surrey Avenue described below (“Parcels”) is required for public access and/or general municipal purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcels, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Roadway Acquisition Plan in Nantucket, Mass. Of a Portion of Woodbine Street,” dated June 6, 2016, prepared by Bracken Engineering, Inc., recorded with the Nantucket Registry of Deeds as Plan No. 2016-61 (the “Plan”) and consisting of the following Parcels described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel A	Woodbine Street	5,000± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 322	William H. Gartland and Michele D. Gartland	Book 1034, Page 63, Book 1325, Page 30 and Book 1408, Page 145
<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel B	Woodbine Street	5,000± s. f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80 Parcel 321	21 Woodbine, LLC	Book 1342, Page 75 and Book 1409, Page 327

<u>Parcel</u>	<u>Supposed Owner(s)</u>
Parcels A and B	Surfside Land Company, Henry Coffin, Charles Coffin, Henry C. Everett and their Heirs, successors and assigns

Any and all trees, vegetation, structures and improvements on the Parcels, except for the Block Apron as shown on said Plan are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTIONS OF MACLEAN STREET, DEARBORN STREET,
PROSPECT STREET AND CHAPPOMIS AVENUE

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 100 at its 2011 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the permanent easements over those certain parcels of land in the Town of Nantucket comprising portions of Maclean Street, Dearborn Street, Prospect Street and Chappomis Avenue described below (“Parcels”) is required for public access, open space and/or general municipal purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the permanent easements over the Parcels as described below.

The land over which the permanent easements are taken is shown on a plan of land entitled “Roadway Acquisition Plan of Land in Nantucket, MA, Prepared for Miriam Varian,” dated September 6, 2016, prepared by Blackwell & Associates, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Plan”) and consisting of the following Parcels described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Easement E-1	Maclean Street, Dearborn Street, Chappomis Avenue and Prospect Street	33,148± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 79, Parcel 131	Henry J. Varian and Miriam Varian	Book 766, Page 180
<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Easement E-2	Maclean Street	7,146± s. f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 79, Parcel 131	Henry J. Varian and Miriam Varian	Book 766, Page 180

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

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COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTION OF SACCACHA AVENUE

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 102 at its 2016 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in that certain parcel of land comprising a portion of Saccacha Avenue described below (“Parcel”) is required for general municipal purposes and for purpose of conveyance, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owner of the Parcel, those who hold easements and other rights to the Parcel, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcel, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Being a Portion of a Private Way Eliminated Pursuant to Article 102 ATM April 2, 2016, Saccacha Avenue, Plan of Land in Nantucket, Massachusetts,” dated July 5, 2016, prepared by Nantucket Surveyors, LLC and recorded with the Nantucket Registry of Deeds as Plan No. 2016-67 (the “Plan”) and consisting of the following Parcel described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel A	Saccacha Avenue	1,440± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 82, Parcel 108	Thomas A. Lynch and Susan A. Lynch	Book 1296, Page 282

Any and all trees, vegetation, structures and improvements on the Parcel are included in this Order of Taking except for the gravel driveway on the Parcel and the rights over the existing driveway for access purposes to Saccacha Avenue for the benefit of the property shown on Assessor's Map 82 as Parcel 108.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

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COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTIONS OF POCOMO AVENUE, HARRIET STREET
AND CENTRAL AVENUE

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 76 at its 2010 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in those certain parcels of land comprising portions of Pocomo Avenue, Harriet Street and Central Avenue described below (“Parcels”) is required for public access and/or general municipal purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcels, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Taking and Disposition Plan of Land in Nantucket, MA, Prepared for Town of Nantucket,” dated June 6, 2016, prepared by: Blackwell & Associates, Inc., and recorded with the Nantucket Registry of Deeds as Plan No. 2016-63 (the “Plan”) and consisting of the following Parcels described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel F	Pocomo Avenue	4,432± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 79, Parcel 129	Joseph P. Vacanti and Susan Treacy	Book 1326, Page 85
<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel G	Harriet Street	4,236± s. f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 79, Parcel 129	Joseph P. Vacanti and Susan Treacy	Book 1326, Page 85

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel H	Central Avenue	4,899± s. f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 79, Parcel 129	Joseph P. Vacanti and Susan Treacy	Book 1326, Page 85

<u>Parcel</u>	<u>Supposed Owner(s)</u>
Parcels F, G and H	Surfside Land Company, Henry Coffin, Charles Coffin, Henry C. Everett and their heirs, successors and assigns

Any and all trees, vegetation, structures and improvements on the Parcels are included in this Order of Taking, excepting the existing shell drive and fence on Parcel F as shown on said Plan, and excepting Owner's rights over the existing shell drive for access purposes for the benefit of the property shown on Assessor's Map 79 as Parcel 129.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

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COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTION OF COPELAND STREET

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 76 at its 2010 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in that certain parcel of land comprising a portion of Copeland Street described below (“Parcel”) is required for general municipal purposes and/or public access purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owner of the Parcel, those who hold easements and other rights to the Parcel, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcel, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Roadway Acquisition Plan in Nantucket, Mass. Of Portions of Unconstructed ‘Mequash Avenue,’ ‘Laurel Street,’ ‘School Street’ and ‘Copeland Street,’ dated April 25, 2016, prepared by Bracken Engineering, Inc. and recorded with the Nantucket Registry of Deeds as Plan No. 2016-47 (the “Plan”) and consisting of the following Parcel described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Lot N	Copeland Street	9,600± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 194	Carmine DiSibio and Amy DiSibio	Book 934, Page 279
<u>Parcel</u>	<u>Supposed Owner(s)</u>	
Parcel N	William J. Braun, Robert F. Mooney and John E. O’Brien Trustees of Surfside Realty Trust u/d/t dated May 25, 1979, recorded with said Deeds in Book 172, Page 338	

Any and all trees, vegetation, structures and improvements on the Parcel are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

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COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTIONS OF HOLLY STREET AND POCHICK AVENUE

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 98 at its 2011 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in those certain parcels of land comprising portions of Holly Street and Pochick Avenue described below (“Parcels”) is required for general municipal purposes and/or public access purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcels, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Roadway Acquisition Plan in Nantucket, MA, of Portions of Unconstructed Holly Street & Pochick Avenue,” dated September 30, 2016, prepared by Bracken Engineering, Inc. and recorded with the Nantucket Registry of Deeds as Plan No. 2016-__ (the “Plan”) and consisting of the following Parcels described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 1	Holly Street	4,800± s. f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 138	The Cantrall Family, LLC	Book 1051, Page 339

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 2	Holly Street and Pochick Avenue	9,200± s. f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 27	Claudine R. Wispelwey	Book 1253, Page 138
<u>Parcel</u>	<u>Address/ Location</u>	<u>Area ±</u>
Parcel 3	Pochick Avenue and Holly Street	4,800 ±s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 95	Mark J. Yacos and Deborah A. Yacos	Book 868, Page 344 and Book 1434, Page 308
<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 4	Pochick Avenue	4,000± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 94	Margaret N. Toce; Daniel G. DePaoli and Joseph P. Tocce, Jr., Trustees of MNT 2008 Trust under Trust Agreement dated May 12, 2008 evidenced by Trust Instrument recorded with said Deeds in Book 1175, Page 140; and Daniel G. DePaoli and Margaret N. Toce, Trustees of JPT 2008 Trust under Trust Agreement dated May 12, 2008 evidenced by Trust Instrument recorded with said Deeds in Book 1175, Page 147	Book 850, Page 118, Book 1175, Page 139 and Book 1175, Page 146
<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 5	Holly Street and Pochick Avenue	9,200 ±s .f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 102	Kate R. Jones and Gordon A. Jones, Trustees of the Kate R. Jones Revocable Living Trust as evidenced in Trustee's Certificate dated September 21, 2016 recorded with said Deeds in Book 1555, Page 290	Book 1555, Page 292

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 6	Holly Street	4,800± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 103	Paul Kussell and Patty Kussell	Book 252, Page 130
<u>Parcel</u>	<u>Supposed Owner(s)</u>	
Parcels 1, 2, 3, 4, 5 and 6	Surfside Land Company, Henry Coffin, Charles Coffin, Henry C. Everett and their heirs, successors and assigns	

Any and all trees, vegetation, structures and improvements on the Parcels are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

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Toby B. Shea, CFA
8 Adeline Road | Beverly, MA 01915
Tel: 978-998-4579
Cell: 978-884-7870
Email: tshea@skadvisors.net

October 21, 2016

Libby Gibson
Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

Re: Information for BOS Meeting

Dear Libby,

Please find attached an updated chart that summarizes the various alternatives we have discussed thus far. The intent is to provide you information that can help in your discussions with the Board of Selectman.

The attached chart highlights the financial outcome of different scenarios, ranging from development of 40 skilled nursing beds in either a traditional/institutional building or small house model, to the development of 30 skilled nursing beds and 10 assisted living units.

If you have any questions, please do not hesitate to reach out to either Jude or myself.

Regards,

A handwritten signature in black ink, appearing to read 'Toby Shea', is written in a cursive style.

Toby Shea

cc: Jude Rabig, Rabig Consulting

**Our Island Home
Scenario Analysis**

Financial

Scenario:	Current State	Traditional - New Site	Small House - New Site	Small House - New Site
Number of SNF Beds	45	40	30	40
Number of AL Units	-	-	10	-
Project costs (Uses)	-	18,461	23,864	23,864
Cash Flow:				
Stabilized year of 2020:				
Operating revenues	\$ 4,373	\$ 3,894	\$ 3,327	\$ 3,894
Operating expenses	(8,827)	(6,723)	(5,178)	(5,820)
Loss from Operations	(4,454)	(2,829)	(1,851)	(1,959)
Debt service	-	(795)	(1,203)	(1,203)
Routine capital	(150)	(40)	(40)	(40)
Net Cash Flow	(4,604)	(3,664)	(3,094)	(3,202)

Demographics

Please note that the extensive demographic information which was presented in our initial report generated the recommended 30/10 mix of SNF and AL. This model was aimed at meeting projected service needs and included the calculation that Sherburne Commons and the hospital were meeting or had the capacity to meet some of the long term care needs.