

AGENDA
Nantucket Land Bank Commission
Regular Meeting of May 13, 2025
Land Bank Conference Room, 22 Broad Street
and Via Zoom Webinar

<https://us06web.zoom.us/j/89039449987?pwd=ucQ8csK0aaeXf3ZbBbAONgGKt88Y2n.1>

Webinar ID: 890 3944 9987

Passcode: 925876

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

1. COMMISSION ACCEPTANCE OF AGENDA
2. PUBLIC COMMENT / STAFF ANNOUNCEMENTS
3. PROPERTY MANAGEMENT
 - a. Property Management Department – Quarterly Update
 - b. 125 Somerset Road/166 Hummock Pond Road: Facilities Expansion Project – Designer Selection and Contract Award
 - c. 19 Wauwinet Road (cottage) – Approval of Contract for Roof Replacement
 - d. 41 Jefferson Avenue – SMRT Buildings Relocation Contract Approval
 - e. Cisco Beach Parking Lot - Nantucket Island Surf School Approval/License Renewal
 - f. Cisco Beach Parking Lot Concession – Nantucket Beach Dogs Approval/License Renewal
4. REGULAR BUSINESS
 - a. Leadership Training – Contract Discussion
5. TRANSFER BUSINESS
6. APPROVAL OF MINUTES
 - a. Regular Meeting of April 22, 2025
7. CONSENT ITEMS
 - a. Monthly Transfer Statistics – Review and Acceptance
 - b. Warrant Authorization – Cash Disbursements
 - c. Warrant Authorization – Refunding 2016 Semi-Annual Bond Payment
 - d. Various Locations along Madaket Ditch – Linda Loring Nature Foundation Field Trip (5/9/25 & 5/23/25)
 - e. 80 Miacomet Ave – Wedding Ceremony (5/31/25)
8. COMMISSIONERS ADDITIONAL QUESTIONS AND CONCERNS

B. EXECUTIVE SESSION: *The Commission will not reconvene in open session at the conclusion of executive session.*

1. Purpose 7 [G.L. c. 30A, § 21(a)(7)], to comply with, or act under the authority of, any

general or special law, i.e., G.L. c. 30A, § 22, approval of Executive Session Minutes of 04/22/25.

2. Purpose 3 [G.L. c. 30A, § 21(a)(3)], to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares, i.e.:
 - a. Suffolk Superior Court Docket No. 2284CV02606: Richard Corey, Trustee of Twenty-One Commercial Wharf Nominee Trust v. Massachusetts Department of Environmental Protection, Nantucket Islands Land bank, and Nantucket Conservation Commission. (Petrel Landing/17 Commercial Street)
3. Purpose 6 [G.L. c. 30A, § 21(a)(6)], to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body

C. ADJOURNMENT



Nantucket Land Bank Commission
Regular Meeting of April 8, 2025 (4pm)
Land Bank Conference Room, 22 Broad Street, Nantucket, MA

STAFF REPORT

1. PROPERTY MANAGEMENT

a. Environmental Department – Quarterly Update

Department of Environmental and Agricultural Resources
Land Bank Commission Update 04/08/25
Emily Goldstein Murphy PhD – Department Director

This update covers December 2024-March 2025. The following is a list of topics that will be discussed during the meeting. Emily is happy to answer any questions on these topics before, during, or after the meeting.

Winter office/field work update

- Permitting
- Planning
- Training
- Spring clean ups, planting beach grass
- Shorebird monitoring – rehired 2024 shorebird/field ecology tech,
- List of outside research projects on NLB property
- Outreach

Project updates and next steps for the Department

- Lily Pond/SNEP grant
 - Water monitoring
 - Design and materials and permitting update
- Bike Park
 - Bring new design/phases to NHESP for input
- Mill Hill

Winter Habitat Management

- Management booklets
- Heller Way example

Forest Management and Southern Pine Beetle

- Grants
- Update of 2025 work to date

Permitting and Project work

- Concom and permit compliance, ADA upgrades and planning, water sampling, creating invoice tracking system for contractor property maintenance

Agriculture

- Licenses, fencing, wells, seed starting workshops

b. Maxcy Pond – Abutter Request to Close Public Access

The abutter request is to eliminate public parking adjacent to their home, which overlooks the picnic area and Maxcy pond. This was discussed at the previous Commission meeting on 3.25.25 and was held over for a vote at the 4.8.25 meeting so that all Commissioners would have an opportunity to visit the property.

c. 48 S. Cambridge Steet/Long Pond Landing – ADA Access Improvements

Long Pond Landing was designed to facilitate public access for people of all abilities to the dock over Long Pond. We were made aware last fall that the gravel-pave trail surface is too soft for wheelchairs. Land Bank staff met with the Commission on Disability and discussed revisions to the existing trail surfacing to improve accessibility. Plans are included in the meeting packet for Commission review. Once the Commission has reviewed the plan, staff will provide a budget estimate for this project prior to moving forward. Depending on the timing of execution, it may be that Land Bank property management staff are able to complete this work.

1. PROPERTY MANAGEMENT

a. Property Management Department – Quarterly Update

Department of Environmental and Agricultural Resources
Land Bank Commission Update 05/7/25
Jeff Pollock – Property Foreman

This update covers December 2024-April 2025. The following is a list of topics that will be discussed during the meeting. Jeff is happy to answer any questions on these topics before, during, or after the meeting.

Gardner forest management

Long Pond Landing update

32 Western Ave

22 Broad St renovations

41 Jefferson Av prep (beach and housing)

125 Somerset Rd interior work

19 Wauwinet – Eat Fire Spring / De-leading work

Trail installation: Morey Lane, Maxcy Pond

Daily cyclical maintenance, pop ups, continuing education credits, project management

Community Gardens at Hummock Pond Road – compost pile removal, split rail fence removal and brush cutting, installation of spigots

Environmental building move at 125 Somerset Rd

Assisting with rehab at Hinsdale

Ocean Ave invasive management completed

Mitigation habitat management:

- Nobadeer Soccer Fields and Pickle/Paddle Tennis Courts

- Industrial Park on New South Road

- Miacomet Golf Course

NANTUCKET ISLANDS LAND BANK REGISTER OF BIDDERS

Request for Quotes – Roof Removal and Replacement at 19 Wauwinet Road
2025- LB-03

Wednesday, May 7, 2025, at 4pm

Vendor	Non-Collusion	Tax Compliance	Certificate of Corporate Authority or LLC Certificate	Quote Form Signed	Insurance	Addendum #1	OSHA	W-9	QUOTE
NSI	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u> <i>Both Forms</i>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<i>\$16,000 -</i>
FRG	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<i>\$44,440 -</i>
PLAN B	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u> <i>Both Forms</i>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<u>Y/N</u>	<i>\$38,000 -</i>
	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	
	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	

Witness Certification:

We hereby certify that the bids recorded on this page are a complete and accurate list of those opened in our presence.

WITNESS: *Manu W. J.*

WITNESS: _____

CPO/DESIGNEE: *EA*

Eleanor Antonietti,
Designated Procurement Officer

VENDORS PRESENT: *Ø*

ADDITIONAL COMMENTS: _____

ALSO PRESENT: *Ø*



May 1, 2025

Rachael Freeman, Executive Director
Eleanor Antonietti, Special Projects Coordinator
Nantucket Land Bank | 22 Broad Street | Nantucket, Massachusetts 02554

Nantucket Land Bank – 41 Jefferson Repurpose – Phase One

Rachael and Eleanor,

SMRT is pleased to provide this proposal to the Nantucket Land Bank (NLB) for the architecture, site design and civil engineering services associated with the repurposing of 41 Jefferson to serve as a public beach facility.

Understanding of the Project

The NLB intends to remove, relocate and reassemble existing structures located at 41 Jefferson to a number of locations working in conjunction with the Town of Nantucket (ToN) Land as well as existing NLB land to repurpose these structure for housing.

The NLB would ideally like to retain unit 7 (2-bay garage) at 41 Jefferson but move to location of current unit 1.

The study is looking at both ToN and NLB land. Evaluate The ToN land to explore placing units (potentially units 1, 2, 3, 4 & 6) at parcels on 45 & 47 Orkorwaw, 2 Bathing Beach Road, 11-13 Waitt Drive, and 5-7 Hillside Drive.

Pending the outcome interest from of the ToN on units or locations. The remaining units would be relocated to NLB land potentially at 159 Hummock Pond Road 30 Mizzenmast and 166 Hummock Pond Road.

Phase One: The general scope of the proposed Phase One work is as follows:

1. Evaluate existing site of the proposed sites to receive these units based on the following criteria
 - a. Zoning Requirements
 - b. Natural Heritage Habitat or other environmental sensitive areas.
 - c. Utilities (Water/Sewer/Electrical)
2. Development of concept site development plan for the proposed sites as well as 41 Jefferson
3. Document existing buildings from an Architectural reuse perspective.
 - a. SMRT will scan (Mattaport) and document existing conditions.
4. Concept Floorplans and Elevations of relocated buildings on new sites.
5. Meeting with the following ToN groups on an informal basis: (Either Virtual or Inperson)
 - a. Historic District Commission (Cathy Flynn, Holly Backus and potentially the Chair of HDC) to discuss concepts.
 - b. Zoning/Land Use / Planning (Leslie Snell)

6. Meeting with NLB Working Team (Including ToN) with combination of virtual and inperson meetings, and assumed one Presentation to NLB Commissioners at the completion of the Phase One.
7. Anticipated Schedule: Upon authorization and notice to proceed 8 weeks to complete scope identified above for Phase 1
8. If available use any existing surveys available or if not utilize ToN GIS Online information.
9. Deliverables: PowerPoint Presentation

Phase Two: To be determined pending procurement of completing design, construction drawings and permitting SMRT will provide bid documents suitable for competitive public bidding, per MGL statutes. Specifications are to be noted on the drawings and in project manual format where required.

Phase Three: To be determined pending procurement process following Phase Two. All bidding [including wage rates and pre-filed sub-bids] and construction administration services [including review of project submittals and periodic site observations], will be provided on an as-needed, hourly basis.

Town Permitting (in parallel with Phase Two)

SMRT will prepare rendered site plans and elevations suitable for submission to Historic District Commission [HDC]. If need 3D aerial perspective renderings can be included as part of this scope of work. SMRT will prepare permit applications for HDC. SMRT will present the project to the HDC, and assumes one meeting/presentation as part of this scope of work.

Local Site Permitting is assumed to be required for this project.

Natural Heritage Mitigation/Management or MEPA requirements, if needed, will need to be determined as part of Phase One and will closely follow the work in Phase Two.

Assumptions

1. Base Information

SMRT will prepare site development plans and grading based on existing documentation, field measurements, plans provided by the NLB and ToN, and field investigations. Pending the information provided in Phase One, It is unclear if additional site survey field work is anticipated to be required for project approval. If site survey's are required, SMRT can assist NLB with procuring those services to acquire competitive bids.

Hazardous material identification and abatement are not included in this proposal.

Subsurface geotechnical investigations are not included in this proposal. If needed, SMRT can assist with procuring those services during Phase Two.

Exclusions

The following tasks are excluded from this proposed scope of service:

- Site Land Surveying Services, including boundary and topographic information, and location of water, electric, and sanitary services, location of underground fuel tank, and other site utilities.
- Geotechnical investigations

Rachael Freeman
Eleanor Antonietti
May 1, 2025

- Testing, identification, and removal/abatement of hazardous materials.
- Phase 2 Design of Phase Two improvements, including the support building, sanitary services, and IT/Security/Communication systems.
- Permitting services, beyond what is noted in this proposal.
- Phase Three: Bidding and Negotiation Services and Construction Administration Services

Fee Proposal

SMRT proposes to provide the identified services for Phase 1 per the following fee schedule:

Existing Conditions Documentation	\$ 7,500
Concepts Design (Site and Buildings)	\$ 18,500
Meetings and Final Deliverable Package	\$ 3,500

Total A/E Design Services	\$ 29,500
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Noted fees include all standard reimbursable expenses, including mileage, printing, travel, and overnight mailings.

Additional Services

Work not described in the Scope of Services will be provided by SMRT at the request of the NLB as an additional service. Additional services shall either be on an hourly time and materials basis at SMRT hourly billing rates established at the time of the request, or for a fixed fee fairly negotiated.

If you are in agreement with the Scope of Work included please provide SMRT with Authorization to Proceed by signing and returning one copy of the attached authorization statement. Please let me know if there is additional information we can provide or if you have any questions. We appreciate your contacting us, and we look forward to assisting with the continued development of the NLB facilities.

Sincerely,



Craig Piper, AIA
Senior Principal

SMRT Architects and Engineers | 200 Brickstone Commons, Suite 303 Andover MA 01810
c 207.807.4680 | email: cpiper@smrtinc.com

Authorization Statement

For Scope of Professional Services

SMRT Architects and Engineers

877.700.7678

smrtinc.com

Ordered By:

Rachael Freeman, Executive Director
Eleanor Antonietti, Special Projects Coordinator
Nantucket Land Bank | 22 Broad Street | Nantucket, Massachusetts 02554

Description of Work:

Architectural and Site Planning Design Services for repurposing of 41 Jefferson Phase One Scope only (as described in the attached proposal letter dated May 1, 2025).

Fee Basis:

SMRT proposes to provide these services for a fixed fee of **\$29,500**, including standard reimbursable expenses (see attached SMRT Schedule of Professional Hourly Billing Rates).

Terms:

Terms and Conditions shall be as described in the attached SMRT Standard Terms and Conditions.

Approved and
Accepted By:

Nantucket Land Bank

Signature

Date

SMRT



May 1, 2025

Signature

Date

SMRT Standard Terms and Conditions

ARTICLE 1

SMRT RESPONSIBILITIES

- 1.1 SMRT shall perform its services consistent with the professional skill and care ordinarily provided by such design professionals practicing in the same or similar locality under the same or similar circumstances. SMRT makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications to the construction documents, which may impact both the cost and schedule of the Project.
- 1.2 SMRT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. SMRT's services consist of those services performed by SMRT, SMRT's employees and SMRT's consultants as may be enumerated in the attached scope of work description.
- 1.3 Upon request of the Client, SMRT shall submit for the Client's approval a schedule for the performance of SMRT's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Client's review and for approval of submissions by authorities having jurisdiction over the Project.

ARTICLE 2

ADDITIONAL SERVICES

- 2.1 Services additional to attached scope of work descriptions shall be provided if authorized or confirmed in writing by the Client and shall be paid for by the Client as mutually agreed with SMRT.
- 2.2 Client-directed revisions to the Project that necessitate redesign, after the construction document phase has commenced, shall be considered additional services.

ARTICLE 3

CLIENT'S RESPONSIBILITIES

- 3.1 The Client shall provide information which shall set forth the Client's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.
- 3.2 The Client shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by SMRT.
- 3.3 SMRT will rely on the Client supplied information in carrying out its services.
- 3.4 The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by SMRT in order to avoid unreasonable delay in the orderly and sequential progress of SMRT's services.
- 3.5 The Client hereby grants permission, or if the Client is not the record Client of the property, has obtained permission for SMRT to enter upon subject premises to take necessary measurements or perform necessary tests.

ARTICLE 4

USE OF SMRT'S DOCUMENTS

- 4.1 Documents prepared by SMRT, including all electronically created documents, are Instruments of Service for use solely with respect to this Project. SMRT shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of SMRT's documents except by mutual agreement in writing.
- 4.2 SMRT's materials shall not include the Client's confidential or proprietary information if the Client has previously advised SMRT in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit to SMRT in the Client's promotional materials for the Project.

ARTICLE 5

MEDIATION

- 5.1 In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and SMRT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation as a condition precedent to litigation and within 90 days of discovery unless the parties mutually agree otherwise.
- 5.2 The Client and SMRT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

- 5.3 All claims, counter claims, disputes and other matters in question between the parties hereto arising out of or relating to this agreement, or the breach thereof, if not settled by mediation, shall be resolved by litigation, unless otherwise agreed by the parties at that time.
- 5.4 Mediation shall be held in the place where the Project is located and all costs of the mediation shall be shared equally by both parties.

ARTICLE 6

TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 In the event of termination, suspension or abandonment of the Project, SMRT shall be equitably compensated for services performed. Failure of the Client to make payments to SMRT in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for SMRT to withhold design documents, suspend or terminate services. Either SMRT or the Client may terminate this agreement after giving no less than seven (7) days written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 This Agreement shall be governed by the laws of the state where the project is located unless otherwise mutually agreed upon.
- 7.2 The Client and SMRT, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 7.3 SMRT and SMRT's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.
- 7.4 In no event shall the total aggregate liability arising from professional acts, errors and omissions exceed the total fee for services rendered on the project.
- 7.5 The Client and SMRT waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.
- 7.6 To the extent damages are covered by property insurance, the Client and SMRT waive all rights against each other and against the contractors, agents, employees of the other for damage. The Client and SMRT shall require contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- 7.7 If a required item or component of the Project is omitted from the construction documents, SMRT shall not be responsible for paying the cost required to add such an item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SMRT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 8

PAYMENTS TO SMRT

- 8.1 An initial payment may be required and described in an attachment to this Agreement. This initial payment shall be credited toward SMRT's final invoice.
- 8.2 Payments on account of SMRT's services, reimbursable expenses and additional services when authorized shall be made monthly upon presentation of SMRT's statement of services rendered or expenses incurred.
- 8.3 Payments are due and payable upon receipt of SMRT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of eighteen percent (18%) per annum.

ARTICLE 9

OTHER CONDITIONS AND SERVICES

- 9.1 Purchase Orders, when duly executed by the Client's authorized personnel, shall constitute for SMRT an acceptable notice to proceed with services. Terms and Conditions defined herein shall supersede those defined in any Purchase Order identified with SMRT services. The Purchase Order Number shall be used by SMRT as the Client's project identification number.
- 9.2 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations.

Schedule of Hourly Billing Rates

SMRT Architects & Engineers

877.700.7678

smrtinc.com

Effective January 1, 2025 through December 31, 2025

Senior Principal	\$275 - \$335
Principal	\$230 - \$260
Senior Advisor	\$300 - \$335
Senior Professional	\$200 - \$235
Professional	\$135 - \$195
Intern/Designer	\$115 - \$155
Support	\$110 - \$130
Reproductions	Cost plus 10%
Travel	IRS Standard Mileage Reimbursement Rate
Other Reimbursables	Cost plus 10%
Consultants	Cost plus 15%

SMRT reserves the right to adjust its billing rates annually.

LICENSE AGREEMENT FOR SURF SCHOOL

THIS LICENSE AGREEMENT FOR SURF SCHOOL ("LICENSE AGREEMENT"), is made and entered into as of this ____ day _____ of 2025 by and between the **NANTUCKET ISLANDS LAND BANK**, a body politic and corporate, (hereafter referred to as LICENSOR) with a principal place of business at 22 Broad Street, Nantucket, Massachusetts, 02554, and the **NANTUCKET ISLAND SURF SCHOOL, LLC**, (hereafter referred to as LICENSEE) with its principal address at 205R Hummock Pond Road, Nantucket, Massachusetts 02554.

- A. The LICENSOR is the owner of record of a certain parcel of land located at Cisco Beach, off of Hummock Pond Road, Nantucket Massachusetts, (hereafter referred to as the "LAND") which property is shown on Nantucket Tax Assessors Map 82 as Parcel 30 and which was conveyed to LICENSOR by Quitclaim Deed recorded January 5, 2000, with the Nantucket Registry of Deeds at Book 646, Page 258.
- B. The LICENSOR desires to grant a non-exclusive temporary license for a surf school on a portion of the LAND including the public beach shown on "Exhibit A" (hereinafter referred to as the "PREMISES") attached hereto which would enhance the Nantucket Islands Land Bank's public recreation purposes in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of good and sufficient consideration of which is hereby acknowledged, the parties hereby enter into this LICENSE AGREEMENT upon the terms and conditions set forth herein.

1. GRANT OF LICENSE. The LICENSOR hereby grants to LICENSEE a non-exclusive temporary license to enter upon and use the PREMISES subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the PREMISES to the LICENSEE.

2. TERM. The term of this License shall commence on **May 23, 2025**, and shall terminate on **September 27, 2025, subject to any early termination provisions provided herein.** An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted in writing by the LICENSOR at its sole discretion.

3. LICENSE FEE. In consideration for the use of this License, the LICENSEE agrees to pay the LICENSOR an annual license fee of \$8,500 ("LICENSE FEE"), prior to exercising this license.

4. PERMITTED USE.

4.1 The rights of this License shall be exercised by the LICENSEE solely for the primary purpose of conducting a mobile surf school upon the PREMISES and the limited ancillary sale of branded apparel associated with the surf school, including any additional activities as approved in writing by the LICENSOR. Vehicles may use the worn vehicle paths as shown on Exhibit A and are prohibited from the sand dunes. The surf school vehicles shall be parked in one spot at the entrance to the beach not obstructing other pedestrian or vehicle traffic. Vehicles are only allowed dawn to dusk.

- 4.2 The LICENSEE agrees to manage and operate the mobile surf school services, as approved by the LICENSOR, and comply with all applicable ordinances, resolutions, rules, and regulations established by Federal, State, Local Government agency, or by the LICENSOR. Surf instruction is permitted for board surfing, body surfing, or boogie board lessons. Rental of surf boards, boogie boards, and wet suits, and related equipment is permitted. Surf school is not allowed in the water between sunset and 7:00 am.
- 4.3 The license applies to the Cisco Beach at access point #7 as shown on "Exhibit B" attached hereto. All classes and surf school instruction must enter and exit the water only at this permitted beach and coastal access point. Limited staging on the beach must be done in a manner that does not impede upon public right-of-way. In an effort to reduce impact upon the residential neighborhood, Surf School must encourage carpooling and advise employees and students to use alternative ways of transportation. All vehicles associated with the Surf School must abide by all applicable vehicle and parking statutes and regulations. Only two parking spots are reserved for the LICENSEE.
- 4.4 The LICENSEE shall not exclude the public from the site. Beaches and coastal access points must be kept clear and accessible at all times. Surfboards and equipment must be kept in a position that does not obstruct the public right-of-way, beaches, and coastal access points.
- 4.5 Alcohol consumption is not permitted on the PREMISES. Smoking by any method, of any product, is not permitted on the PREMISES.
- 4.6 During the exercise of rights hereby granted, LICENSEE shall at all times conduct itself so as not to interfere with operation of the LICENSOR within the Land or LICENSOR'S property adjacent to the Land.
- 4.7 The LICENSOR shall have the right, at all reasonable times, to enter onto and inspect the Land and the Premises and to make such improvements or repairs as it reasonably deems necessary.
- 4.8 LICENSEE shall observe and obey directives from the authorized representative of the LICENSOR, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.
- 4.9 The LICENSEE, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the LICENSOR'S representative during the term hereof.
- 4.10 The LICENSEE shall be responsible for the upkeep and maintenance of the Licensed Premises. Such maintenance shall include, but not be limited to, the removal of debris and trash from areas frequented by the LICENSEE and LICENSEE'S patrons.

4.11 LIMITED USE. The PREMISES shall be used and occupied by LICENSEE solely for its intended use stated above. The space may not be used for any other purpose. No other activity of any kind whatsoever shall be conducted by LICENSEE in, from, or around the space without written consent of the LICENSOR. The LICENSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LICENSOR.

5. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the LICENSEE. A copy is to be provided to the LICENSOR'S office and kept on file.

6. INSURANCE; INDEMNITY AND RELEASE.

6.1 THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

6.2 Additional insured. All certificates will indicate the LICENSOR as **an additional insured**, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.

6.3 Liability Insurance. The LICENSEE shall maintain, with respect to the leased PREMISES, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LICENSEE as well as LICENSOR against injury to persons or damage to property as provided.

6.4 Worker's Compensation Insurance. The LICENSEE shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

6.5 Indemnification. LICENSEE shall indemnify and hold harmless the LICENSOR, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the LICENSEE but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the LICENSEE, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using the PREMISES or otherwise arising out of any acts or omissions of the LICENSEE'S employees, members, agents, and representatives.

7. DEFAULT. LICENSEE shall be in default of this LICENSE AGREEMENT if LICENSEE fails to perform any obligation hereunder as and when due. Upon the occurrence of any default by LICENSEE under this LICENSE AGREEMENT,

LICENSOR shall have the right to terminate this LICENSE AGREEMENT and/or LICENSEE'S right to use the PREMISES in the event that LICENSEE has not cured such default within five (5) business days of receipt of notice from LICENSOR of such default. Following such termination, without prejudice to any other rights or remedies LICENSOR may have by reason of such default, LICENSOR may (i) re-enter and expel or remove LICENSEE and the LICENSEE Parties from the PREMISES, using such legal proceedings as are then available, (ii) repossess the PREMISES, and (iii) remove any vehicles or other personal property of LICENSEE or the LICENSEE Parties from the PREMISES. Additionally, upon any such termination, LICENSEE shall immediately yield up possession of the PREMISES and LICENSOR may take any and all action to enforce LICENSEE'S obligations.

8. TERMINATION. This License will terminate upon the earlier to occur of the following: (i) the expiration of the term hereof in accordance with the provisions of Section 2, (ii) upon termination by LICENSEE in its discretion; (iii) thirty (30) days after the giving of a written notice by the Land Bank upon the violation of any terms and provisions of this License by LICENSEE which violation is not cured within said thirty (30) days; or (iv) upon termination by the LICENSOR at its discretion. Termination by either party pursuant to this paragraph shall not relieve the LICENSEE from the indemnification provisions hereof with respect to acts or omissions during the term hereof.
9. NO ASSIGNMENT. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the LICENSOR. Transfer of control of the entity which comprises the LICENSEE, whether through a single transaction or a series of transactions, shall be deemed an assignment to which this section applies.
10. ATTORNEY'S FEES. In the event of litigation to enforce or to interpret this LICENSE AGREEMENT, the LICENSOR shall be entitled to recover from the opposing party, in addition to all other sums and relief, its reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction in a final, non-appealable decision.
11. VENUE AND JURISDICTION. The parties agree that any action between them shall be brought in the Courts of Nantucket County, Massachusetts.
12. INTERPRETATION. This LICENSE AGREEMENT shall be governed by the laws of the Commonwealth of Massachusetts. This LICENSE AGREEMENT contains the entire agreement of the parties and can be amended, or any right or provision waived, only by written document signed by both parties.
13. SURRENDER. Upon the expiration or earlier termination of the Term of this LICENSE AGREEMENT, LICENSEE shall return all PREMISES to LICENSOR and shall have no further rights or claims to any such PREMISES.
14. MISCELLANEOUS. All prior understandings and agreements between the parties hereto respecting this transaction are merged in this LICENSE AGREEMENT. This LICENSE AGREEMENT is not intended to create a lease or any other interest in real

property in favor of LICENSEE, but merely creates a revocable license in accordance with the terms hereof.

IN WITNESS HEREOF, the parties hereto have caused this LICENSE AGREEMENT to be executed as a sealed instrument the day and year first written above.

LICENSOR

Nantucket Islands Land Bank,
By its Authorized Representative

Rachael Freeman, Executive Director

Date: _____

LICENSEE

Nantucket Island Surf School, LLC

by its Authorized Representative

Name: Edgar Kohner

Title: Owner/Operator

Date: _____

Exhibit A
DESCRIPTION OF LICENSED PREMISES

SEE ATTACHMENTS

- GIS MAP
- Aerial Location of General Operations



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/16/2024
Data updated Jan. 2021

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.



Property Information

Property ID 7977
Location SMOOTH HUMMOCKS
Owner NANTUCKET ISLANDS LAND BANK



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

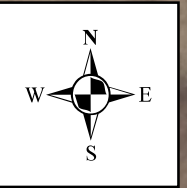
Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/16/2024
Data updated Jan. 2021

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.



Cisco Beach Vendor Use Area 2025



Gate:
Vendor Vehicles
Only

Vendor Use Area

Parking Area

Falmouth Rd
Access Route

Approximate Location of Bank
April 2025

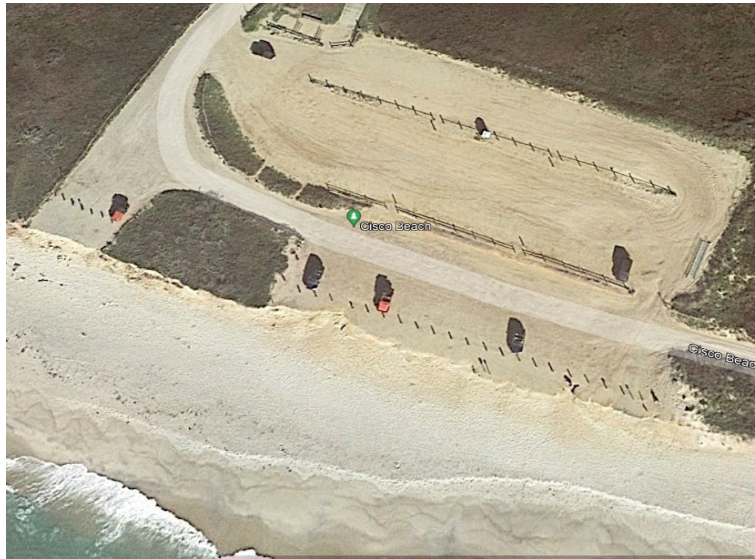
0 37.5 75 150 Feet



Exhibit B

NANTUCKET ISLAND SURF SCHOOL PERMITTED BEACH AND BEACH ACCESS POINT

Cisco Beach at coastal access point #7.



Parking information:

Due to significant erosion of the existing parking lot and the volume of traffic in this popular destination, the location of two parking spots reserved for the surf school licensee must be reviewed, approved, and assigned by Land Bank Staff prior to exercise of the terms of the License Agreement. Staff shall meet with the Licensee on site to clarify the location of approved parking spaces that will not further jeopardize the fragile coastal bank and that shall not interrupt the traffic flow or otherwise block sight lines.

In an effort to reduce impact upon the nearby residential neighborhood, Surf School must encourage carpooling, and advise employees and students to use alternative means of transportation. All vehicles associated with the Surf School License must abide by all applicable vehicle and parking statutes and regulations.

LICENSE AGREEMENT

This Temporary License Agreement (this “License”) is executed this ___ day of May, 2025, by and between the **Nantucket Islands Land Bank**, a body politic and corporate, with a principal place of business at 22 Broad Street, Nantucket, Massachusetts, 02554 (the “Licensor”), and **Nantucket Beach Dogs**, with a principal place of business at 16 Hummock Pond Road, Nantucket, Massachusetts, 02554 (the “Licensee”).

Recitals

WHEREAS, the Licensor is the owner of record of property located at “CISCO BEACH” off of Hummock Pond Road, which property is shown on Assessors Map 82 as Parcel 30 and which was conveyed to Licensor by Quitclaim Deed recorded January 5, 2000, with the Nantucket Registry of Deeds at Book 646, Page 258 (the “Licensor’s Property”);

WHEREAS, the Licensee has requested the Licensor for entry upon a portion of the Licensor’s Property for the purpose of mobile food unit concessions and

WHEREAS, the Licensor is amenable to granting the Licensee said entry and use, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. LICENSED PREMISES, PERMITTED USES, TERM

Subject to the provisions of this License, the Licensor hereby grants Licensee and its agents, representatives, employees, contractors, and other authorized parties (with Licensee, the “Licensee Parties”) non-exclusive use of those portions of the Licensor’s Property located at as further described in Exhibit A hereto (the “Licensed Premises”) only for the purpose of mobile food unit concessions as further described in Exhibit B hereto (the “Permitted Use”). This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, including, but not limited to, an easement, lease, tenancy at will or other property right, but only the limited right of use as hereinabove stated.

The rights granted hereunder may be exercised from May 23, 2025, through September 14, 2025, and for such longer time as the Licensor may require, until the Licensor has terminated this License in accordance with the terms hereof.

2. CONSIDERATION

The consideration for this License shall be a \$300 commercial use fee, the receipt of which is hereby acknowledged, the payment by the Licensee 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 License to the reasonable satisfaction of the Licensor.

3. CONDUCT

(a) 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 or with the operations of any other Licensor's Property easement holder, and shall observe and obey any and all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.

(b) The Licensee shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under this License. If required under state law, the Licensee shall pay prevailing wages to its employees for the work performed on the Licensor's Property.

(c) The Licensee shall be responsible for correcting any damage caused to the Licensor's Property, including the Licensed Premises, arising from the use of the Licensed Premises by the Licensee or any of the other Licensee Parties and/or the negligence of any of the Licensee Parties.

(d) The Licensee shall not make any major or structural alterations to the Licensed Premises without the prior written consent of the Licensor, such consent to be granted in the Licensor's sole discretion.

(e) The Licensee shall be solely responsible for obtaining any and all applicable permits, licenses, and approvals associated with the Permitted Use.

(f) 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 of 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 Licensee.

(g) 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 material men furnishing labor and materials for the work shall release the Licensee from any liability.

(h) The Licensee expressly agrees that it shall promptly restore the Licensed Premises after any disturbance and repair any damage caused to the Licensed Premises, and/or any improvements thereon, caused by or arising directly or indirectly due to the acts or omissions of Licensee or any of the other Licensee Parties, at its sole cost and expense.

(i) The provisions of this Section 3 shall survive the expiration or termination of this License.

4. INSURANCE

The Licensee shall maintain during the period of this License general liability insurance in the minimum amounts determined by the Licensors in its sole discretion. Licensee shall choose an insurer licensed in Massachusetts having a B+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company). The Licensors shall be named as an additional insured on all such insurance policies, and Licensee shall provide for a thirty (30) day written notification to the Licensors in the event of cancellation or modification of the policy or policies. Licensee shall provide the Licensors with certificates of insurance prior to entering the Licensed Premises and at such other times as the Licensors may reasonably request.

To the extent required by law, the Licensee or the Licensee Parties shall maintain worker's compensation insurance, from the commencement of the work until the completion thereof. The Licensee agrees that any Licensee Parties performing work on behalf of the Licensee at the Licensed Premises shall carry workers' compensation insurance, liability insurance, and automobile liability insurance in amounts reasonably acceptable to the Licensors and shall name the Licensors as an additional insured party. Prior to the commencement of any work, the Licensee shall provide the Licensors with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

5. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the Licensors from any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in law and equity, which are or may be brought against the Licensors or its agents, employees, successors and assigns under any existing or future arising statutory or common law (including but not limited to Comprehensive Environmental, Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, and all applicable rules and regulations promulgated thereunder) arising out of or relating to: (1) the discharge, release or threatened release at or from the Licensed Premises of oil or hazardous material as defined under federal, state or local law which is caused by the Licensee or any of the other Licensee Parties (2) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by the Licensee under this License, and (3) for the death, injury or property damage suffered by any person relating in any way to the Licensee's exercise of its rights under this License. The obligations of this Section 5 shall survive the expiration or termination of this License.

6. RISK OF LOSS

The Licensee acknowledges and agrees that it accepts the Licensors' Property, including Licensed Premises, in "AS IS" condition for the purpose of this License, and that the Licensors has made no representation or warranty regarding the fitness of the Licensors' Property, including the Licensed Premises. The Licensee agrees that it shall use and occupy the Licensed

Premises at its own risk, and the Licensors shall not be liable to Licensee for any injury or death to persons entering the Licensed Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through the Licensee, that are brought upon the Licensed Premises pursuant to this License. The provisions of this Section 6 shall survive the expiration or termination of this License.

7. TERMINATION, REVOCATION

This License shall be revocable by the Licensors with or without cause upon written notice of revocation at least ninety (90) days prior to the termination date stated within said notice, provided, however, that if there has been a material breach of the terms of this License by Licensee or the other Licensee Parties, the Licensors may revoke this License if Licensee fails to cure the same within thirty (30) days from written notice thereof, or, for a material breach that threatens public safety, within ten (10) days from said written notice.

In the event that this License expires or is terminated, the Licensee shall, at its own expense, remove all its facilities, apparatus, equipment and property from the Licensed Premises, and restore the Licensed Premises to its original condition as at the commencement of this License, as nearly as possible. Any damage or destruction of the Licensed Premises by the Licensee or the other Licensee Parties shall be promptly repaired or replaced by the Licensee to the satisfaction of the Licensors, at Licensee's own expense. The obligations of this Section 7 shall survive the termination of this License.

8. MISCELLANEOUS

(a) This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the limited right of use as hereinabove stated.

(b) Any notice between the parties shall be deemed duly served if delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery, addressed to the parties at the addresses set forth in the preamble.

(c) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

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

(e) Licensee is not authorized to bind or involve the Licensors in any contract or to incur any liability for or on the part of the Licensors.

(f) The Licensors reserves the right and Licensees shall permit the Licensors and its employees, contractors, agents and invitees to enter upon and use the Licensed Premises at any time for any and all purposes at Licensors's sole discretion, provided that Licensors's use shall not interfere unreasonably with Licensee's Permitted Uses.

(g) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(h) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(i) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby, shall survive the expiration or termination of this License.

(j) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and effective as of the date first above written.

LICENSOR

Nantucket Islands Land Bank,
By its Authorized Representative

Rachael Freeman, Executive Director

Date: _____

LICENSEE

Nantucket Beach Dogs

by its Authorized Representative

Name: Jack Decker

Title: Co-Owner

Date: _____

Exhibit A

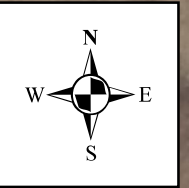
Description of Licensed Premises

SEE ATTACHMENTS

- GIS MAP
- Deed Book 646 Page 258



Cisco Beach Vendor Use Area 2025



Gate:
Vendor Vehicles
Only

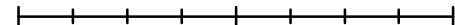
Vendor Use Area

Parking Area

Falmouth Rd
Access Route

Approximate Location of Bank
April 2025

0 37.5 75 150 Feet





MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/16/2024
Data updated Jan. 2021

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.



Property Information

Property ID 7977
Location SMOOTH HUMMOCKS
Owner NANTUCKET ISLANDS LAND BANK



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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Geometry updated 10/16/2024
Data updated Jan. 2021

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

DEED

NANTUCKET CONSERVATION FOUNDATION, INC., a Massachusetts corporation with an office at 118 Cliff Road, Nantucket, Massachusetts, for consideration paid in the amount of \$1,725,000.00, grants to NANTUCKET ISLANDS LAND BANK, a body public and corporate, of 22 Broad Street, Nantucket, Massachusetts 02554 with QUITCLAIM COVENANTS,

Those certain parcels of land located in Nantucket called Cisco, Nantucket County, Massachusetts, bounded and described as follows:

PARCEL ONE

That certain parcel of land in Nantucket, Nantucket County, Massachusetts, situated off Hummock Pond Road, consisting of the land set off to George Easton et al. by commissioners appointed by the Superior Court on October 2, 1874, as shown upon plan filed with Nantucket Registry of Deeds, in Smooth Hummocks, Share 14 (Proprietors Plan Book 1, Page 97). Said land is bounded and described as follows, according to said Plan:

WESTERLY	by a Proprietors Road, ninety-six and 60/100 rods [1,593.90 feet];
NORTHERLY	by the remaining portion of Share 14, fifty-one rods [841.50 feet];
EASTERLY	by Share 13, ninety-six and 60/100 rods [1,593.90 feet]; and
SOUTHERLY	by land not specified on said plan, fifty-one rods [841.50 feet]

Said land contains 4,700.21 rods [1,279,632.17 square feet], according to said plan.

There is excluded from said land the following:

(a) Any portion thereof lying within and to the northwest of Hummock Pond Road, as laid out by the County of Nantucket in 1953.

(b) Any portion thereof which now lies below mean low water mark in the Atlantic Ocean

PARCEL TWO

The land in Nantucket, Nantucket County, Massachusetts situated off Hummock Pond Road, consisting of the land set off to George Easton et al by Commissioners appointed by the Superior Court on October 2, 1874, as shown upon plan filed with Nantucket Registry of Deeds in Smooth Hummocks Share 13 (Proprietors Plan Book 1, Page 97). Said land is bounded and described as follows:

WESTERLY by Share 14, one hundred forty-three and 94/100 rods [2,375.01 feet];
 NORTHERLY by the remaining portion of Share 13, forty-four rods [726.00 feet];
 EASTERLY by a Proprietors Road, one hundred forty-three and 94/100 rods [2,375.01 feet]; and
 SOUTHERLY by land not specified on said plan, forty-four rods [726.00 feet].

Said land contains 6,189.78 rods [1,685,167.60 square feet], according to said plan.

There is excluded from said land the following:

(a) The portion of said land conveyed by Joseph A. Veazie to Trueman B. Towne by deed dated January 1, 1875, recorded with Nantucket Registry of Deeds in Book 63, Page 371.

(b) Any portion thereof which now lies below mean low water mark in the Atlantic Ocean.

Said Parcels One and Two are conveyed subject to any and all rights of the public in the portion thereof lying below mean high water mark in the Atlantic Ocean.

Said Parcels One and Two are conveyed subject to the following restrictions, which restrictions are for the benefit of and appurtenant to other land of the grantor, including: [NCF parcels 19 (Map 83 Parcel 31), 28 (Map 82 Parcel 28) and 108 (Map 82 Parcel 63)] (together, the "Benefited Land") and in gross, which restrictions shall be and remain in effect for so long a period as permitted under the laws of Massachusetts from time to time in force, including extensions thereof if duly claimed in accordance with and under such laws.

These Restrictions shall be as follows:

(a) There shall be no further division or subdivision of the Restricted Land.

(b) The Restricted Land shall be used solely for public recreation, including walking, horseback riding, biking and maintaining said land predominantly in its open and natural condition. Hunting may also be permitted upon the Restricted Land, in the discretion of the grantee.

(c) No commercial use shall be permitted upon the Restricted Land.

It is intended that the portion of the Restricted Land shown on the plan attached hereto as Exhibit A as "Passive" (hereinafter the "Passive Area") be maintained predominantly in its open and natural condition and is subject to the further restrictions as follows:

(1) No structure as defined by the Nantucket Zoning By-law, Section 139-2, as of the date hereof, shall be constructed or be permitted to remain.

(2) Except for the existing dirt road way no more than ten feet wide running approximately west to east, no roads, trails or parking areas shall be allowed or permitted to remain, except the relocation of a said 10 feet wide road, as may be necessary due to the erosion of the coastal dune.

(3) No above or below ground utility lines of any type, septic systems, and/or well systems shall be allowed to be installed or permitted to remain, excepting those utilities, septic or well systems which service the Grantee's use of the active Parcel as included above.

Grantor intends to convey hereby all its right, title and interest in and to the property described in the deeds to Grantor recorded in Nantucket Registry of Deeds in Book 133, Pages 340 and 341. The premises hereby conveyed is approximately shown on Nantucket Assessor's Map 82 as Parcel 30 and Map 83 as the parcel lying immediately westerly of Map 82 Parcel 30 and erroneously described on Map 83 as Parcel 22.

Grantor certifies that this deed conveys less than all or substantially all of the assets of Grantor.

Executed and sealed on December 30th, 1999.

NANTUCKET CONSERVATION
FOUNDATION, INC.

By:

George A. Fowlkes
Name Chairman Title
George A. Fowlkes

Jeanne W. Riggs
Name Asst. Treasurer Title
Jeanne W. Riggs

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

DECEMBER 30th, 1999

Then personally appeared the above-named GEORGE A. FOWLKES as CHAIRMAN of Nantucket Conservation Foundation, Inc., and acknowledged the foregoing instrument to be the free act and deed of Nantucket Conservation Foundation, Inc. before me,

Printed name:

My commission expires:

JAMES F. LENTOWSKI

Notary Public

My Commission Expires January 31, 2003

Notary Public

E:\wp\ncl\ciscob\landban2.ded

NANTUCKET LAND BANK
CERTIFICATE

☐ Paid \$ _____

☒ Exempt A

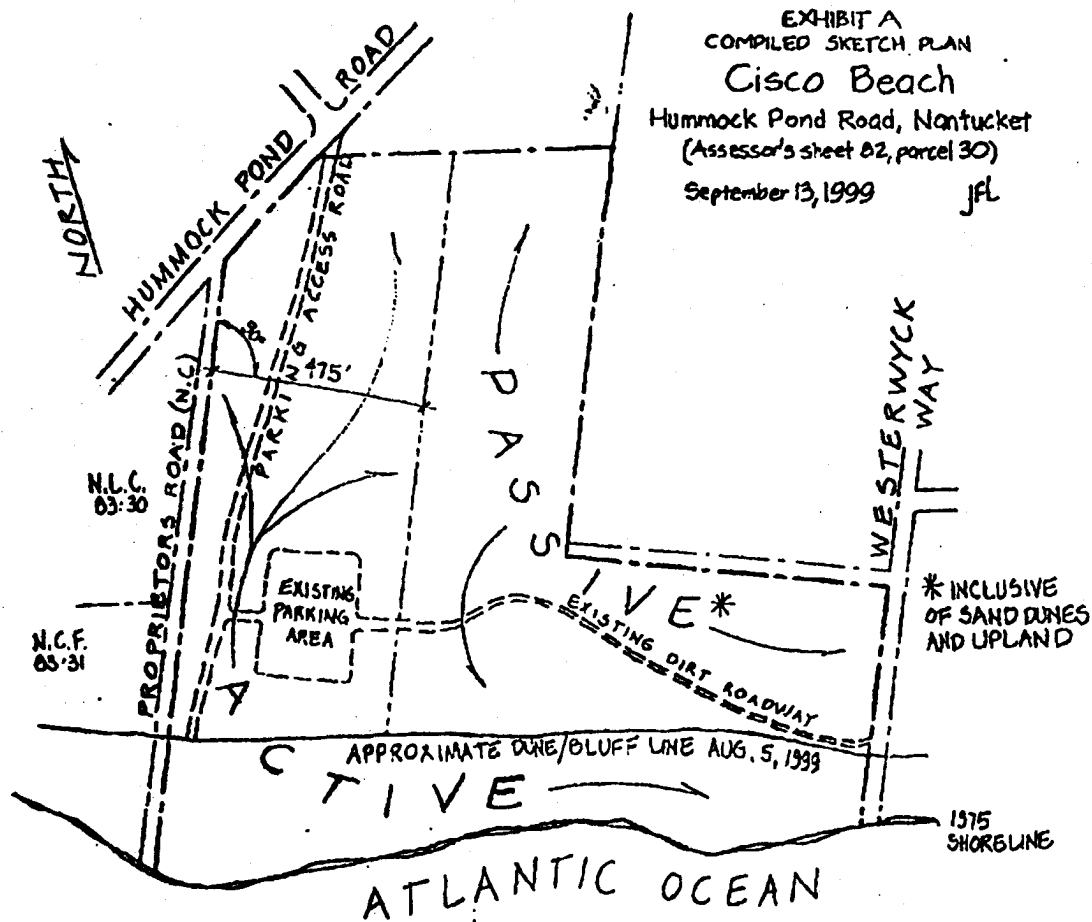
☐ Non-applicable

No. 19200 Date 1/5/00

Authorized E. K. [Signature]

0646-262

EXHIBIT "A"



**CERTIFICATE OF
VOTE AND INCUMBENCY**

I, ALBERT G. BROCK as Clerk of NANTUCKET CONSERVATION FOUNDATION, INC., do hereby certify that:

1. I am the duly elected and qualified Clerk of NANTUCKET CONSERVATION FOUNDATION, INC., a Massachusetts non-profit corporation (the "Corporation"), and in said capacity, have access to, and authority to certify, the records of proceedings of the Board of Directors of the Corporation.

2. At a meeting of the Board of Trustees duly called and held on October 8, 1999 at which a quorum of Trustees were present and voting, the following resolution was unanimously adopted:

VOTED: That any two of the Officers or Trustees of the Corporation be, and each hereby is, authorized and empowered by and on behalf of the Corporation, to execute quitclaim deeds to Nantucket Islands Land Bank, and all other necessary documentation related to the purchase of land situated in Nantucket, Nantucket County, Massachusetts, that certain parcel now known and numbered as Parcel 1 - Hummock Pond Road shown on Assessors Map 83 as Parcel 30 (and misidentified on Map 82 as Parcel 22), and that certain parcel of land situated in Nantucket, Nantucket County, Massachusetts, now known and numbered as 81 Miacomet Avenue, by Nantucket Islands Land Bank.

The foregoing resolution has never been modified, revoked, amended or rescinded and is still in full force and effect.

In further certify that GEORGE A. FOULKES is now the duly-elected and qualified CHAIRMAN, and JEANNE W. RICE is the duly-elected and qualified ASSISTANT TREASURER of the Corporation.

In witness whereof, I have set my hand this 30th day of DECEMBER, 1999.

NANTUCKET CONSERVATION
FOUNDATION, INC.

By:

Albert G. Brock
Albert G. Brock, Clerk

Nantucket County Received & Entered
Date: JAN 05 2000 Time: 1:08 PM
Attest: Jeanne T. Kelley Registrar of Deeds

End of
Instrument

Exhibit B

Description of Permitted Use/Project

MOBILE FOOD VENDING AT CISCO BEACH **for the 2025 summer season, subject to the following conditions:**

1. Hours of service operation, not inclusive of set-up and breakdown, shall be in compliance with requirements established by the Nantucket Health Department.
2. While it is understood that vending services are weather dependent, vendor is encouraged to operate up to seven (7) days per week, no less than five (5) days per week, with particular emphasis on consistent weekend operations when such mobile food unit services would be in high demand.
3. Due to significant erosion of the existing parking lot and the volume of traffic in this popular destination, the location of parking of the Mobile Food Unit must be reviewed, approved, and assigned by Land Bank Staff prior to exercise of the terms of the License Agreement. Staff shall meet with the Licensee on site to clarify the location of approved parking spaces that will not further jeopardize the fragile coastal bank and that shall not interrupt the traffic flow or otherwise block sight lines.
4. Subject to Staff approval, parking of the unit is available on a first-come, first-served basis only.
5. A trash receptacle must be kept near the vending unit. Areas must be kept clean and free of trash while present. Further, all trash generated by an operation should be removed from the premises, to the maximum extent practicable.
6. Use of biodegradable containers, straws and packaging is strongly encouraged.
7. Full compliance with applicable state and local regulations including restrictions imposed by the Governor, state Department of Public Health and local Board of Health, including but not limited to customer lines and sanitation.
8. The Land Bank's approval is contingent upon all other applicable Town permits having been obtained, as well as compliance with the Town of Nantucket By-Law.
9. The Land Bank reserves the right to impose additional conditions as necessary throughout the season based on issues which may arise.
10. Approval shall be valid for the 2025 summer season only and is revocable at will at any time, should issues arise.

Nantucket Land Bank Proposal

April 24, 2025

Nantucket Land Bank
22 Broad St,
Nantucket, MA 02554

Dear Ms. Freeman,

Thank you for considering All-Win Leadership Solutions for leadership coaching & development with your team. As discussed, this proposal focuses on monthly coaching sessions for selected members of your team. In addition, it includes one onsite Leadership Team training session.

The proposal has also been designed to be flexible to the changing needs of the Land Bank's leadership team. At any time, the Executive Director can choose to refocus the proposal and coaching sessions where she deems it appropriate.

In all situations, we will use the following three-step process to determine the most effective actions:

1. **Discovering** – conducting in-depth exploration to identify root-causes and likely solutions to the issues and opportunities
2. **Deciding** – selecting and prioritizing root-cause solutions
3. **Doing** – developing, executing and monitoring action plans

Each month, I will meet with the Executive Director to review the previous month's coaching and to plan the activities for the upcoming month. This will ensure appropriate progress is being achieved.

For convenience, this proposal has been designed for 12 months and will continue on a monthly basis thereafter until replaced by another contract, or it is ended. The contract may be concluded at the request of the Executive Director at any time.

Please feel free to contact me if you have any further questions.

Dedicated to your success and satisfaction,



David Spader

PROPOSAL PRICING

	Pricing
Component 1: Annual Leadership Coaching Package <ul style="list-style-type: none"> Monthly 1-on-1 sessions with 4 individuals All assessments and materials Monthly debriefing with the Executive Director on progress Ad hoc calls for all participants 	<p>\$1990/month (minimum of 3 months)</p> <p><i>First month due at initial signing. Can be paid quarterly.</i></p>
Onsite Leadership Training Session <ul style="list-style-type: none"> 1 day leadership training <ul style="list-style-type: none"> Lecturettes Leadership Simulations Role-Plays On-the-Job Application Action Planning to Continue Implementation ½ day of individual coaching for identified NLB staff <ul style="list-style-type: none"> Individual Assessment debriefing (includes all assessments including Pro-daptive®, Style (DISC), Interests and Adaptability) Career Coaching Role Clarity 	<p>\$4950 <i>Plus travel expenses</i></p>

Pricing honored for 30 days from proposal date.
Nantucket Land Bank Proposal responsible for all applicable taxes and duties.
All amounts U.S. Dollars, payable by check or ACH funds transfer only, net 30.

Proposal Accepted:

Signature _____

Date _____

Note:

All materials and concepts provided under this proposal are the Intellectual Property ("I. P.") of All-Win Leadership Solutions LLC, Life Associates Consulting, LLC and/or other partners. Customer is granted a limited license to use this I.P. within their own organization (Nantucket Land Bank only) agrees they will not share this I.P. with anyone outside their organization without prior written consent and/or licensing from All-Win Leadership Solutions, LLC or relevant copyright holder.

TRANSFER BUSINESS
Nantucket Land Bank Commission
Regular Meeting of May 13, 2025

1. April 2025 Transfers – Record Nos. 47394 through 47498

a. Current “M” Exemption and Liens:

No. 47401 Jessica Newman and Meghan Mahoney
No. 47402 Ethan Fey
No. 47409 Nulvi Elizabeth Landaverde Contreras
No. 47494 Robert G. Sablehaus, Jr. and Alexandra Karolyi

b. Current “O” Exemption and Lien:

No. 47428 Martin Ali and Bilyana Angelova-Ali

2. Unreported Transfer of Membership Interest: Notice of Assessment/Notice of Liens:

No. 47002 20A Bishops Rise Investors LLC

Nantucket Islands Land Bank

Transfers by Month Report

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
47394	4/1/2025	0043	156	SHIMMO POND RD, 33	ZEHNER/33 SHIMMO PO	CARLYN BARR ZEHNER 2	-1	0	0	0	1.25	\$0.00	\$0.00	D
47395	4/1/2025	0043	156	SHIMMO POND RD, 33	ZEHNER/33 SHIMMO PO	JON H ZEHNER 2012 QU	-1	0	0	0	1.25	\$0.00	\$0.00	D
47396	4/1/2025	0055	2453	ANNA DR, 5	FIVE ANNA DRIVE LLC	MURRAY	-1	0	0	0	0.23	\$1,900,000.00	\$38,000.00	
47397	4/1/2025	0056	448	AURORA WY, 13	HAYES	LAMPE	-1	0	0	0	0.21	\$5,440,000.00	\$108,800.00	
47398	4/1/2025	0015	050	WEETAMO RD, 5	5 WEETAMO ROAD LLC	AGREEMENT OF TRUST O	0	0	-1	0	1.04	\$4,800,000.00	\$96,000.00	
47399	4/1/2025	7314	051	SHELL ST, 45	45 SHELL STREET LLC	RITTER	-1	0	0	0	0.17	\$0.00	\$0.00	I
47400	4/1/2025	6012	038	OKLAHOMA AV	36 TENNESSEE LLC	BEACHCOTE NOMINEE TR	0	0	-1	0	0.50	\$500,000.00	\$10,000.00	
47401	4/1/2025	0068	879	HONEYSUCKLE DR, 3	NEWMAN/MAHONEY	NANTUCKET PROPERTY O	-1	0	0	0	0.13	\$2,500,000.00	\$26,000.00	M
47402	4/1/2025	0066	299	CLARA DR, 3	FEY	HORTON, EST, JOYCE	-1	0	0	0	0.43	\$1,950,000.00	\$15,000.00	M
47403	4/2/2025	0069	061	OLD SOUTH RD, 142	142 OS LLC	LEE H DUNN INC	-1	0	0	0	0.30	\$3,250,000.00	\$65,000.00	
47404	4/2/2025	0594	247	TENNESSEE AV, 35	SIRACUSE	35 TENNESSEE ACK LLC	-1	0	0	0	0.72	\$3,175,000.00	\$63,500.00	
47405	4/3/2025	0068	241	DAISY WY, 6	SIX DAISY WAY LLC	6 DAISY LLC	0	-1	0	0	0.05	\$2,488,056.00	\$49,761.12	
47406	4/3/2025	0067	4252	PERRY LN, 8	JASON ANTHONY OLBRES	WET SAND LLC	-1	0	0	0	0.22	\$0.00	\$0.00	D
47407	4/3/2025	0065	182	HUMMOCK POND RD, 200	JASON ANTHONY OLBRES	OLBRES/MARKS	-1	0	0	0	1.84	\$0.00	\$0.00	D
47408	4/3/2025	0027	027	FULLING MILL RD, 3	SPENCER 3 FULLING MI	SPENCER, JR	-1	0	0	0	1.10	\$0.00	\$0.00	I
47409	4/3/2025	0067	666	BARTLETT RD, 10	CONTRERAS	ENGEN/SLEEPER	-1	0	0	0	0.14	\$1,525,000.00	\$6,500.00	M
47410	4/4/2025	0067	2233	ADJ TO # 47393	DALGAARD		0	0	0	0	0.00	\$0.00	\$0.00	
47411	4/7/2025	0594	273	MADAKET RD, 266	BRADLEY	MILLAR	-1	0	0	0	0.33	\$0.00	\$0.00	C
47412	4/7/2025	0055	551	WASHAMAN AV, 14	SUSAN K SILBER LIVIN	SILBER	-1	0	0	0	0.30	\$0.00	\$0.00	D
47413	4/7/2025	0055	560	WASHAMAN AV, 20	MORGAN FAMILY TRUST	NASHAQUISSET COOPERA	-1	0	0	0	0.18	\$0.00	\$0.00	D
47414	4/8/2025	0594	062	ARKANSAS AV, 23	COREY	DOSTALER-TOUCHETTE/B	0	0	0	-1	0.00	\$40,000.00	\$800.00	
47415	4/8/2025	7331	027	POCHICK ST, 15	JONES	JONES	-1	0	0	0	0.07	\$0.00	\$0.00	B
47416	4/8/2025	7331	027	POCHICK ST, 15	WILLIAM T JONES REV	JONES	-1	0	0	0	0.07	\$0.00	\$0.00	D
47417	4/8/2025	7331	027	POCHICK ST, 15	ROXANE SCURLOCK JONE	JONES	-1	0	0	0	0.07	\$0.00	\$0.00	D
47418	4/9/2025	4243	034	GAY ST, 9	NANTUCKET SANDPIPER	NANTUCKET SANDPIPER	-1	0	0	0	0.07	\$0.00	\$0.00	D
47419	4/9/2025	7342	120	NEW ST, 31B	SCONSET TRUST INC	31B NEW STREET NOMIN	0	0	-1	0	0.11	\$1,000,000.00	\$0.00	G
47420	4/9/2025	7342	1194	NEW ST, 31C	SCONSET TRUST INC	NOWAK FAMILY SUPPORT	0	0	-1	0	0.11	\$1,000,000.00	\$0.00	G
47421	4/9/2025	7342	1193	W SANKATY RD, 7	SCONSET TRUST INC	7 WEST SANKATY NOMIN	0	0	-1	0	0.11	\$1,000,000.00	\$0.00	G
47422	4/9/2025	7342	1192	W SANKATY RD, 9	SCONSET TRUST INC	NOWAK FAMILY SUPPORT	0	0	-1	0	0.11	\$1,000,000.00	\$0.00	G

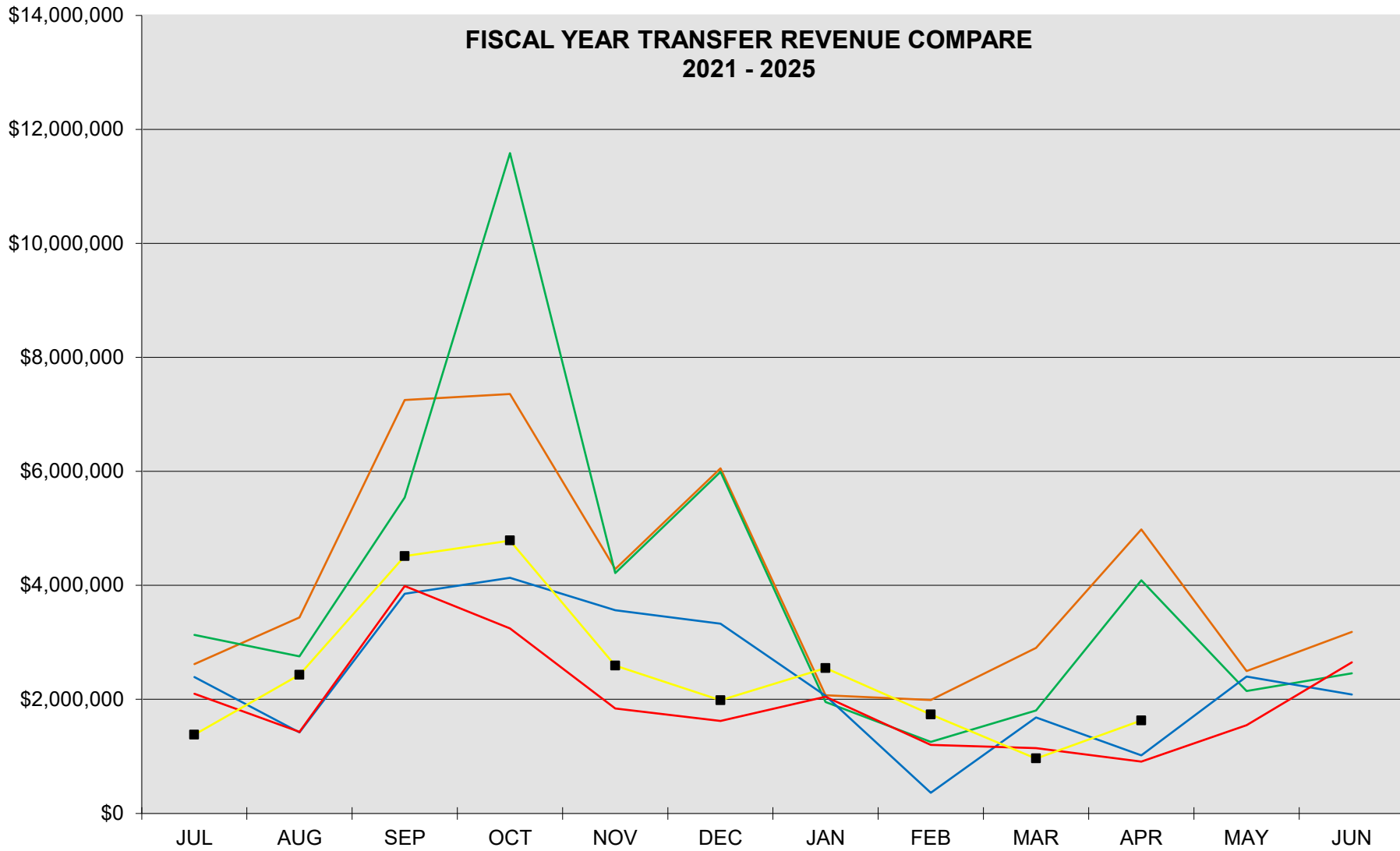
No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
47423	4/9/2025	7342	1192+	W SANKATY RD 7 & 9	NANTUCKET ISLANDS LA	SCONSET TRUST INC	0	0	-1	0	0.22	\$2,000,000.00	\$0.00	A
47424	4/9/2025	0068	576	GOLDFINCH DR, 85	BINTH RUSTAD TRUST -	RUSTAD	-1	0	0	0	0.12	\$0.00	\$0.00	D
47425	4/10/2025	0020	042	WAUWINET RD, 13	JTNG 17 LLC	13 WAUWINET ROAD REA	-1	0	0	0	3.28	\$0.00	\$0.00	D
47426	4/10/2025	0067	637	EESEX RD, 14	JTNG 17 LLC	14 ESSEX DRIVE REALT	-1	0	0	0	0.14	\$0.00	\$0.00	D
47427	4/10/2025	0055	5629	WASHAMAN AV, 22	CHRISTINE M KINNEY R	ALTER	-1	0	0	0	0.14	\$2,850,000.00	\$57,000.00	
47428	4/10/2025	0068	711	EVERGREEN WAY, 24B	ALI/ANGELOVA-ALI	RICHMOND GREAT POINT	-1	0	0	0	0.24	\$284,000.00	\$0.00	O
47429	4/11/2025	4242	088	N WATER ST, 5	NANTUCKET PERFORMING	NANTUCKET THEATRE PR	0	-1	0	0	0.17	\$9,485,000.00	\$0.00	G
47430	4/11/2025	0072	020	WOOD HOLLOW RD, 7	PHILIP B KELLY REVOC	KELLY	-1	0	0	0	1.50	\$0.00	\$0.00	D
47431	4/14/2025	0066	293	TODD CL, 4	COTE PALLENBERG FAMI	PALLENBERG	-1	0	0	0	0.38	\$0.00	\$0.00	D
47432	4/14/2025	0593	001	MADAKET RD, 284	MARY AND JOHN CAPUZZ	JOAN T COMER REVOCAB	0	0	0	-1	0.00	\$0.00	\$0.00	D
47433	4/14/2025	0593	001	MADAKET RD, 284	MARY AND JOHN CAPUZZ	CAPUZZO	0	0	0	-1	0.00	\$0.00	\$0.00	D
47434	4/15/2025	4243	034	GAY ST, 9	NANTUCKET SANDPIPER	NANTUCKET SANDPIPER	-1	0	0	0	0.07	\$1,875,000.00	\$37,500.00	
47435	4/15/2025	4232	161+	DARLING ST, 8A & 8B	8 DARLING STREET LLC	GRISWOLD, IV	0	0	0	-1	0.00	\$0.00	\$0.00	I
47436	4/15/2025	0067	364	DENNIS DR, 13	MARYJANE MOJER 2025	MOJER	-1	0	0	0	0.31	\$0.00	\$0.00	D
47437	4/15/2025	0012	023	CROWS NEST WY, 1-	HORNBEAM THOMPSON LL	HORNBEAM AND BEACHN	-1	0	0	0	1.86	\$0.00	\$0.00	I
47438	4/15/2025	0012	023	CROWS NEST WY, 1-	HORNBEAM AND BEACHNU	HORNBEAM AND BEACHN	-1	0	0	0	1.86	\$2,600,000.00	\$52,000.00	
47439	4/15/2025	0041	502	SUNSET HILL LN, 4	GRACE PROPERTIES ACK	ACK4 SUNSET HILL LLC	-1	0	0	0	0.07	\$3,200,000.00	\$64,000.00	
47440	4/15/2025	4241	096	CORNISH ST, 3	JAN TUCKET HOLDINGS	MVB LIVING TRUST	-1	0	0	0	0.12	\$3,500,000.00	\$70,000.00	
47441	4/15/2025	7342	082	W SANKATY RD, 12	BERMINGHAM	12 WEST SANKATY LLC	-1	0	0	0	0.10	\$1,950,000.00	\$39,000.00	
47442	4/16/2025	0080	332	SURFSIDE RD, 152A	PETER BENSON REVOCAB	PETER BENSON REVOCAB	-1	0	0	0	1.18	\$0.00	\$0.00	D
47443	4/16/2025	7324	030	ELBOW LN, 4	FAHRMAN	FAHRMAN	-1	0	0	0	0.12	\$0.00	\$0.00	K
47444	4/17/2025	4231	095	WASHINGTON ST, 19	19 WASHINGTON ST LLC	ARTISTS ASSOCIATION	0	-1	0	0	0.03	\$2,200,000.00	\$44,000.00	
47445	4/17/2025	0067	080	SURFSIDE RD, 106	ENGEL	DONOVAN 2014 TRUST	-1	0	0	0	1.25	\$7,900,000.00	\$158,000.00	
47446	4/17/2025	0067	4431	AMELIA DR, 12A	GARHAN LLC	LIBERTY DEVELOPMENT	0	-1	0	-1	0.00	\$0.00	\$0.00	I
47447	4/17/2025	0067	4431	AMELIA DR, 12A	GARHAN LLC	GARHAN LLC	0	-1	0	-1	0.00	\$422,673.98	\$8,453.48	
47448	4/17/2025	0067	3036	MAPLE LN, 7	7 MAPLE LLC	CRANBERRY LANE LLC	0	0	-1	0	0.63	\$0.00	\$0.00	I
47449	4/18/2025	7313	003	NOSEGAY LN, 2	SCONSET COTTAGE LLC	RITTER ETAL	-1	0	0	0	1.50	\$0.00	\$0.00	I
47450	4/18/2025	4923	028	BAXTER RD, 34	WALTON	RYAN	-1	0	0	0	0.27	\$3,900,000.00	\$78,000.00	
47451	4/18/2025	4321	1622	CENTRE ST, 30C	ROWE	ROWE	0	0	0	-1	0.00	\$0.00	\$0.00	E
47452	4/18/2025	4321	1623	CENTRE ST, 30D	ROWE	ROWE	0	0	0	-1	0.00	\$0.00	\$0.00	E
47453	4/18/2025	7324	008	BANK ST, 5	5 SEAS INVESTMENT PR	ARLENE F HOGAN LIVIN	-1	0	0	0	0.05	\$1,370,000.00	\$27,400.00	
47454	4/18/2025	4232	216-	ORANGE ST, 39, LOT B	BUPPERT	39 ORANGE LLC	-1	0	0	0	0.08	\$0.00	\$0.00	J

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
47455	4/22/2025	0401	315	BISHOPS RISE, 22	HORACE J ZONA III 20	HORACE J ZONA III 20	-1	0	0	0	1.84	\$0.00	\$0.00	D
47456	4/22/2025	0040	315	BISHOPS RISE, 22	SECRET PASSAGES LLC	HORACE J ZONA III 20	-1	0	0	0	1.84	\$0.00	\$0.00	I
47457	4/22/2025	7342	017	CHAPEL ST, 1	LITTLE STARBUCK LLC	ROBERT A YOUNG 2000	-1	0	0	0	0.04	\$2,700,000.00	\$54,000.00	
47458	4/22/2025	4932	013	COMEAU LN, 7	7 COMEAU LLC	DOLAN	-1	0	0	0	0.19	\$0.00	\$0.00	I
47459	4/22/2025	0067	271	HOOPER FARM RD, 41	KILEY REALTY TRUST	KILEY	-1	0	0	0	0.19	\$0.00	\$0.00	D
47460	4/23/2025	0091	023	TOM NEVERS RD, 101	ELIZABETH H MANGAN F	MANGAN	-1	0	0	0	0.51	\$0.00	\$0.00	D
47461	4/23/2025	7613	125	CLARENDON ST, 24	SOBRINHO	SMITH	-1	0	0	0	0.37	\$1,950,000.00	\$39,000.00	
47462	4/24/2025	7341	342	COFFIN ST, 19	BRER RABBIT NOMINEE	BRER RABBIT LLC	0	0	-1	0	0.46	\$0.00	\$0.00	D
47463	4/24/2025	0066	104	MARBLE WY, 10	10 MARBLE WAY NOMINE	10 MARBLE WAY NOMINE	-1	0	0	0	0.77	\$0.00	\$0.00	C
47464	4/24/2025	0066	103+	MARBLE WY, 6 & 8	6B MARBLE WAY LLC	6A MARBLE WAY LLC	0	0	-1	0	0.23	\$0.00	\$0.00	I
47465	4/24/2025	0066	103+	MARBLE WY, 8	8A MARBLE WAY LLC	6A MARBLE WAY LLC	0	0	-1	0	0.20	\$0.00	\$0.00	I
47466	4/24/2025	0066	104-	MARBLE WY, 10	8A MARBLE WAY LLC	10 MARBLE WAY NOMINE	0	0	-1	0	0.03	\$0.00	\$0.00	I
47467	4/24/2025	0066	103+	MARBLE WY, 8	8B MARBLE WAY LLC	6A MARBLE WAY LLC	0	0	-1	0	0.04	\$0.00	\$0.00	I
47468	4/24/2025	0066	104-	MARBLE WY, 10	8B MARBLE WAY LLC	10 MARBLE WAY NOMINE	0	0	-1	0	0.21	\$0.00	\$0.00	I
47469	4/24/2025	0066	103-	MARBLE WY, 8	10 MARBLE WAY NOMINE	6A MARBLE WAY LLC	0	0	-1	0	0.00	\$0.00	\$0.00	D
47470	4/24/2025	0066	104-	MARBLE WY, 10	10B MARBLE WAY LLC	10 MARBLE WAY NOMINE	0	0	-1	0	0.25	\$0.00	\$0.00	I
47471	4/24/2025	0075	046	JONATHAN WY, 6	6 JW LLC	6JW LLC	-1	0	0	0	1.18	\$30,000.00	\$600.00	
47472	4/24/2025	0049	742	SANKATY RD, 48	JEFUT REALTY LLC	PRATTER	-1	0	0	0	0.23	\$0.00	\$0.00	I
47473	4/25/2025	0066	358	LUFF RD, 4	4 LUFF ROAD REALTY T	ARAUJO/BEIRUTE	-1	0	0	0	0.36	\$0.00	\$0.00	D
47474	4/25/2025	0038	099	CREEK LN, 14	14 CREEK LANE REALTY	KISS	0	0	-1	0	0.53	\$0.00	\$0.00	D
47475	4/25/2025	0038	100	CREEK LN, 16	16 CREEK LANE REALTY	KISS	-1	0	0	0	0.52	\$0.00	\$0.00	D
47476	4/25/2025	0038	098	CREEK LN, 12	12 CREEK LANE REALTY	ROBERT E KISS REVOCA	0	0	-1	0	0.53	\$0.00	\$0.00	D
47477	4/25/2025	0068	577	GOLDFINCH DR, 87	GHOSTY OBROIN LLC	BYRNE	-1	0	0	0	0.12	\$0.00	\$0.00	I
47478	4/25/2025	0067	650	ESSEX RD, 52	NCHWU LLC	WINN	-1	0	0	0	0.12	\$1,775,000.00	\$35,500.00	
47479	4/25/2025	4232	061	JUDITH CHASE LN, 9	MONTEIRO	SAFE HARBOR TRUST	-1	0	0	0	0.14	\$0.00	\$0.00	D
47480	4/25/2025	5541	078	ORANGE ST, 65	ACKLANTA TRUST	SAFE HARBOR TRUST	-1	0	0	0	0.13	\$0.00	\$0.00	D
47481	4/28/2025	0055	004	W YORK LN, 23	SCHNITMAN	MANSKE LIVING TRUST	-1	0	0	0	0.07	\$1,725,000.00	\$34,500.00	
47482	4/28/2025	0055	236	FIRST WY, 3	PATTERSON	PATTERSON	-1	0	0	0	0.23	\$0.00	\$0.00	C
47483	4/28/2025	0066	005	CATHERINE LN, 2	2 CATHERINE LANE LLC	TWO CATHERINE LANE R	-1	0	0	0	0.56	\$0.00	\$0.00	I
47484	4/28/2025	5541	050	YORK ST, 38	SARAH PAULINE FINCH	S PAULINE FINCH WARN	-1	0	0	0	0.29	\$0.00	\$0.00	D
47485	4/28/2025	0067	3036	MAPLE LN, 7	8 MAPLE LLC	8 MAPLE LLC	0	0	-1	0	0.63	\$900,000.00	\$18,000.00	
47486	4/28/2025	7331	018	OCEAN AV, 21	COTTAGE CLUB LLC	HAMILTON	-1	0	0	0	0.13	\$5,000,000.00	\$100,000.00	

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
47487	4/28/2025	0068	102	FORREST AV, 2B	WINN	40 OSR LLC	0	0	-1	0	0.17	\$1,325,000.00	\$26,500.00	
47488	4/29/2025	7341	036	COFFIN ST, 22	TRIANGLE TRUST	SMITH	-1	0	0	0	0.11	\$0.00	\$0.00	D
47489	4/29/2025	0065	031	HUMMOCK POND RD, 194	SPOTTED OWL REALTY T	SPOTTED OWL REALTY T	-1	0	0	0	3.00	\$0.00	\$0.00	C
47490	4/30/2025	0041	301	MADAKET RD, 21	21 MADAKET ROAD LLC	PANTHER HOLDINGS LLC	-1	0	0	0	0.37	\$5,450,000.00	\$109,000.00	
47491	4/30/2025	0067	311+	PARKER LN, 10	TOWN OF NANTUCKET	FEINDEL NOMINEE TRUS	-1	0	-1	0	2.06	\$6,400,000.00	\$0.00	A
47492	4/30/2025	0067	311	PARKER LN, 10	FEINDEL	TOWN OF NANTUCKET AF	-1	0	0	0	1.04	\$0.00	\$0.00	X
47493	4/30/2025	0067	4512	WINDY WY, 3B	WINDY WAY WORKSHOP L	MIKE BOYLAN INC	0	-1	0	0	0.00	\$800,000.00	\$16,000.00	
47494	4/30/2025	0594	154	ARKANSAS AV, 52	SABLEHAUS/KAROLYI	52 ARKANSAS AVENUE R	-1	0	0	0	0.13	\$1,155,625.00	\$0.00	M
47495	4/30/2025	0076	065	ARLINGTON ST, 32	CHRISTINE S DRAPPI R	DRAPPI	0	0	-1	0	0.29	\$0.00	\$0.00	D
47496	4/30/2025	7613	274	ARLINGTON ST, 30	30 ARLINGTON ST NOMI	THIRTY ARLINGTON STR	-1	0	0	0	0.18	\$0.00	\$0.00	D
47497	4/30/2025	5544	072	NEW MILL ST, 14	FAMILY TRUST UNDER N	NANCY ELLIS REVOCABL	-1	0	0	0	0.14	\$0.00	\$0.00	D
47498	4/30/2025	4233	024	SUMMER ST, 2	OSCAR REVOCABLE TRUS	SUMMER PINE LLC	-1	0	0	0	0.12	\$3,950,000.00	\$79,000.00	
GRAND TOTALS							-71	-22				\$108,265,354.98		
							-6	-8			47.354		\$1,626,814.60	

MONTHLY TRANSFER STATISTICS FISCAL YEAR 2024						
FY24	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jul-23	75	49	26	\$110,131,693	\$104,912,515	\$2,098,250
Aug-23	64	32	32	\$78,042,000	\$71,417,000	\$1,428,340
Sep-23	93	46	47	\$199,648,798	\$199,548,798	\$3,990,976
Oct-23	101	56	45	\$170,787,010	\$162,137,010	\$3,242,740
Nov-23	79	51	28	\$92,790,100	\$91,990,100	\$1,840,004
Dec-23	76	50	26	\$87,561,537	\$80,894,700	\$1,617,894
Jan-24	72	42	30	\$109,580,517	\$102,178,767	\$2,043,575
Feb-24	46	26	20	\$60,093,759	\$60,093,759	\$1,201,875
Mar-24	87	61	26	\$58,903,942	\$57,203,942	\$1,144,079
Apr-24	76	52	24	\$52,555,750	\$45,355,750	\$907,115
May-24	92	65	27	\$80,726,142	\$76,323,677	\$1,543,474
Jun-24	91	61	31	\$137,002,538	\$132,506,538	\$2,650,131
THRU APR 24	769	465	304	\$1,020,095,106	\$975,732,341	\$19,514,849
Average	79	49	30	\$103,151,982	\$98,713,546	\$1,975,704
Low	46	26	20	\$52,555,750	\$45,355,750	\$907,115
High	101	65	47	\$199,648,798	\$199,548,798	\$3,990,976
MONTHLY TRANSFER STATISTICS FISCAL YEAR 2025						
FY25	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jul-24	63	39	24	\$76,415,466	\$68,633,501	\$1,380,660
Aug-24	79	46	33	\$127,025,110	\$121,370,110	\$2,427,402
Sep-24	79	33	46	\$225,879,050	\$225,595,050	\$4,511,901
Oct-24	126	59	67	\$244,351,215	\$239,356,715	\$4,787,134
Nov-24	100	62	38	\$163,279,002	\$129,527,502	\$2,590,550
Dec-24	98	55	43	\$100,230,788	\$98,330,788	\$1,983,616
Jan-25	73	39	34	\$127,656,212	\$126,456,212	\$2,546,124
Feb-25	70	42	28	\$87,983,281	\$86,601,066	\$1,732,021
Mar-25	71	45	26	\$52,759,234	\$48,099,234	\$961,985
Apr-25	105	74	31	\$108,265,355	\$81,340,730	\$1,626,815
May-25						
Jun-25						
THRU APR 25	864	494	370	\$1,313,844,712	\$1,225,310,907	\$24,548,208
Average	86	49	37	\$131,384,471	\$122,531,091	\$2,454,821
Low	63	33	24	\$52,759,234	\$48,099,234	\$961,985
High	126	74	67	\$244,351,215	\$239,356,715	\$4,787,134

FISCAL YEAR TRANSFER REVENUE COMPARE 2021 - 2025





**REQUESTS FOR TEMPORARY PRIVATE EVENT USE
ON NANTUCKET LAND BANK PROPERTIES**

*The Land Bank Commission will allow small, short, simple ceremonies with minimal set up (no tents, no amplified music, a few chairs for guests who cannot be expected to stand, and preferably fewer than 35 guests). Carpooling is strongly encouraged. Depending upon the size and scope, your request will either be reviewed internally by Staff or at a Land Bank Commission meeting after which you will be notified regarding approval status. All commercial events require payment of a \$100 fee, **EXCEPT** filming which requires a \$250/day fee.*

***PLEASE NOTE THAT THE LAND BANK'S APPROVAL IS CONTINGENT UPON ALL OTHER APPLICABLE
TOWN PERMITS HAVING BEEN OBTAINED.***

APPLICANT NAME: Sarah Bois, Linda Loring Nature Fondation
MAILING ADDRESS: P.O. Box 149, Nantucket, MA 02554
TELEPHONE: (508)-560 -0683 **E-MAIL:** stbois@llnf.org

Proposed Location of EVENT: Several stopping points along Madaket Ditch

DATE of EVENT: Friday, May 9 and May 23 **TIME of EVENT:** 10am-noon

Description / Anticipated # of attendees *friends, family, catering staff:* 10 participants plus LLNF staff

PLEASE DESCRIBE THE EVENT (theme, scope, duration, installation, food and beverage ...):

The Madaket ditch field trip would take participants through this important estuary from the North Head of Long Pond where it is the least saline, to Hither Creek (the most saline) with stops along the way. Participants will learn about the unique history of this area; the ecological and biological importance and research projects being conducted in and around the area. We will take salinity data along the route and explore the flora and fauna at each stop. Participants will meet at Linda Loring (110 Eel Point Road) and we will drive our 12 passenger van to each stop (no parking or carpooling issues on Land Bank property). The goal is to showcase this unique habitat to the public exploring one of Nantucket's only true estuary with a particularly unique history. Land Bank participation is welcome but not necessary. If the trip goes well and there is interest, we would like to repeat the field trip in the summer season.

Approved/Denied: _____

Special Projects Coordinator

Date: _____

Approval date

Staff Comments: _____

ⁱ Applicants must be in full compliance with Health Department, Fire, Police, and Natural Resources regulations.
Contact Town of Nantucket Events Coordinator, Marina Dzvonik at 508-325-4166 or by email to
mdzvonik@police.nantucket-ma.gov



REQUESTS FOR TEMPORARY PRIVATE EVENT USE ON NANTUCKET LAND BANK PROPERTIES

The Land Bank Commission will allow small, short, simple ceremonies with minimal set up (no tents, no amplified music, a few chairs for guests who cannot be expected to stand, and preferably fewer than 35 guests). Carpooling is strongly encouraged. Depending upon the size and scope, your request will either be reviewed internally by Staff or at a Land Bank Commission meeting after which you will be notified regarding approval status. All commercial events require payment of a \$100 fee, EXCEPT filming which requires a \$250/day fee.

PLEASE NOTE THAT THE LAND BANK'S APPROVAL IS CONTINGENT UPON ALL OTHER APPLICABLE TOWN PERMITS HAVING BEEN OBTAINED.¹

APPLICANT NAME: Rachel Afshari & Will Martin
MAILING ADDRESS: 16 Pine Tree Road Nantucket, MA 02554
TELEPHONE: (508) 330 3142 **E-MAIL:** rachel@lemonpressnantucket.com

Proposed Location of EVENT: 80 Miacomet Ave
DATE of EVENT: 5/31/2025 **TIME of EVENT:** 4:45 pm - 5:05 pm
Description / Anticipated # of attendees *friends, family, catering staff:* 35 ppl

PLEASE DESCRIBE THE EVENT (theme, scope, duration, installation, food and beverage ...):

see attached sheet

Approved/Denied: _____ **Date:** _____

Special Projects Coordinator *Approval date*

Staff Comments: _____

ⁱ Applicants must be in full compliance with Health Department, Fire, Police, and Natural Resources regulations. Contact Town of Nantucket Events Coordinator, Marina Dzvoniak at 508-325-4166 or by email to mdzvoniak@police.nantucket-ma.gov

Land Bank Property Use Request Form

APPLICANT NAME: Rachel Afshari & Will Martin

MAILING ADDRESS: 16 Pine Tree Road, Nantucket, MA 02554

TELEPHONE: (508)-330-3142

E-MAIL: rachel@lemonpressnantucket.com

Proposed Location of EVENT: 80 Miacomet Ave, Nantucket, MA

DATE of EVENT: May 31, 2025

TIME of EVENT: 4:45 PM – 5:05 PM

Description / Anticipated # of Attendees:

- **Guests:** 35 total (adhering to the Land Bank's guidelines)
- **Seating:** 6 chairs for elderly or guests with mobility issues
- **Staff:** Photographer and event coordinator only

Event Description:

A **small, intimate wedding ceremony** with a minimal footprint. The ceremony will be brief, with no amplified music and only six chairs for elderly guests. No tents or additional large installations will be set up.

Transportation & Parking Plan:

We understand the parking limitations and will ensure no guests park on the road or use maintenance spaces.

- We are **renting the Swifts' house next to Darya's**, which provides proximity to the site.
- **Jess Torre and Meg Browsers, who live across the street from Darya's, have also offered their driveways** for parking if needed.
- The entire wedding party has only **four cars**, and all other guests **plan to use Uber** for transportation.
- If necessary, our **wedding coordinator will use Darya's car after the ceremony to shuttle elderly guests** to and from the site.

Additional Considerations:

- **No maintenance or mowing is needed**—we love the natural, overgrown grass look so if scheduled maintenance is an issue no worries!
- We are **flexible and happy to adjust** details as needed to comply with Land Bank guidelines.

Let me know if this looks good or if you'd like any final tweaks!