

AGENDA
Nantucket Land Bank Commission
Regular Meeting of April 14, 2026
Land Bank Conference Room, 22 Broad Street
and Via Zoom Webinar

<https://us06web.zoom.us/j/81815302556?pwd=NJ77AeGOeudwzkqXPtbWEBV9eymNuJ.1>

Webinar ID: 818 1530 2556

Passcode: 277112

Meeting Packets will be posted online: <https://www.nantucketlandbank.org/about/agendas/>

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

1. COMMISSION ACCEPTANCE OF AGENDA
2. PUBLIC COMMENT / STAFF ANNOUNCEMENTS
3. AGRICULTURAL BUSINESS
 - a. 160 Hummock Pond Road/Mt. Vernon Farm – Eat Fire Farm Annual Update
4. GOLF BUSINESS
 - a. Sconset Golf – Liquor License Expansion Discussion
5. PROPERTY MANAGEMENT
 - a. 74 Milestone Road – Wannacomet Water Company Request for Mitigation Assistance for New Drinking Water Well
 - b. 106 Main Street – Park Improvements
 - c. 1 & 2 Aurora Way – Landscaping Discussion
 - d. 5 Miacomet Road/Dog Park – Survey Results and Upgrades Discussion
 - e. Various Properties – Invasive Species Management Planning Discussion
 - f. 41 Jefferson Avenue/159 Hummock Pond Road Building Relocation – Designer Change Order
 - g. 155 Eel Point Road/40th Pole – Property Use Request Clambake (8/15/26)
6. LONG RANGE OBJECTIVES
 - a. Update on Long-Range Objectives Workgroup
 - b. Recreation Facilities Workgroup
7. TRANSFER BUSINESS
8. APPROVAL OF MINUTES
 - a. Regular Meeting of March 24, 2026
9. CONSENT ITEMS
 - a. Monthly Transfer Statistics – Review and Acceptance
 - b. Warrant Authorization – Cash Disbursements
 - c. 15/17 Commercial St / Petrel Landing - Figawi Property Use Request
 - d. 155 Eel Point Road/40th Pole – Annual License Agreement with Abutter: Vote

- and Authorization for Executive Director to Execute
- e. Cisco Beach/Concession – Nantucket Beach Dogs
 - f. Cisco Beach/Concession – Nantucket Island Surf School
 - g. 48 S. Cambridge St/Long Pond Landing – Property Use Request: Hospital Thrift Shop
 - h. 113 Madaket Road/Maxcy Pond Parking & 136 Madaket Road/Sanford Meadows Parking – Property Use Request: Nantucket Conservation Foundation (7/11/26)

10. 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 3/24/26.
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.:
 - i. Commonwealth of Massachusetts Superior Court Civil Action No. 2675CV00008: Richard G. Corey, trustee of the Twenty-One Commercial Wharf Nominee Trust, et al. v. Nantucket Islands Land Bank.
 - ii. Commonwealth of Massachusetts Superior Court Civil Action No. 2675CV00004: Ocean Heath LLC v. Seth Engelbourg, Linda Williams, Tim Braine, Mike Misurelli, Joe Plandowski, John Schafer and RJ Turcotte as they are members of the Nantucket Conservation Commission; and The Nantucket Islands Land Bank.
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 14, 2026 (4pm)
Land Bank Conference Room, 22 Broad Street, Nantucket, MA

STAFF REPORT

1. AGRICULTURAL MANAGEMENT

a. 160 Hummock Pond Road/Mt. Vernon Farm – Eat Fire Farm Annual Update

Dylan Wallace of Eat Fire Farm will attend the Commission meeting to provide updates on his work over the last year and his plans for this coming year. The meeting packet contains graphics associated with his update.

2. GOLF BUSINESS

a. Sconset Golf – Liquor License Expansion Discussion

The Nantucket Islands Land Bank has filed a request to change the category of the existing liquor license at Sconset Golf Course from Wine and Malted Beverages to All Alcoholic Beverages. The purpose of this change is to allow the bar at Sconset Golf to sell premixed canned drinks containing spirits, such as Surfside and High Noon. The meeting packet contains the application for a change of category for Commission discussion.

3. Property Management

a. 74 Milestone Road – Wannacomet Water Company Request for Mitigation Assistance for New Drinking Water Well

The Wannacomet Water Company needs to construct a new drinking water well at their 43 Polpis Road property to replace a well that was contaminated by PFAS. Nantucket's Water Management Permit is regulated by the MA Department of Environmental Protection (MassDEP) Water Management Program, which oversees permits for high volume water withdrawals (over 100,000 gallons per day) within the state. There are mitigation requirements associated with permitting the new well that the Wannacomet Water Company was unable to meet, and Mark Willet, Director of the Water Department, asked whether the Land Bank Commission would consider supporting this effort.

The Land Bank owns a 29.7 acre parcel at 74 Milestone Road that is already under a conservation restriction held by the Town of Nantucket Conservation Commission and meets MassDEP's mitigation requirements. Included in the meeting packet is a Land Protection Certificate and Applicant Certification for Land Protected for Mitigation Credit that require Commission approval. Beth McCAnn from MassDEP will be joining the Land

Bank meeting to answer any questions the Commission may have about the MassDEP Water Management Program and their mitigation requirements for permitting.

b. 106 Main Street – Park Improvements

Last year, Land Bank staff met with abutters to the 106 Main Street pocket park and discussed improvements that would increase the public use and enjoyment of the space. Additional maintenance of plantings was performed, and planters and annual plants were added. Staff are recommending further upgrades to the area to encourage full use of the space. A draft plan and outline of the proposed changes is included in the Commission’s meeting packet for review.

c. 1 & 2 Aurora Way Landscaping Discussion

The Land Bank owns the parcels at 1 & 2 Aurora Way that are located immediately adjacent to the Hummock Pond Road Bike Path. Recent maintenance has included tree pruning, removal of dead trees, vines and invasive species, and management of encroachment issues. As staff have continued to work on maintaining the property, it has become apparent that the site could be more usable for the public. Staff are requesting to remove the lovegrass and replace it with a standard fescue mix, and improve the buffer between the Land Bank parcels and adjacent cottages at 72 Hummock Pond Road by adding native shrubs. There is a description of the existing conditions on the site and proposed changes in the Commission’s meeting packet for review.

d. 5 Miacomet Road/Dog Park – Survey Results and Upgrades Discussion

The Commission’s meeting packet contains results of the dog park survey from 71 respondents over a 2-week period. While there is consensus on some issues, such as the desire for lighting and issues with owners picking up dog waste, whether or not the Land Bank should change the surface of the large dog park to pea stone/gravel was split. We will be discussing these results and asking for Commission input on potential next steps at Tuesday’s Land Bank Commission meeting.

e. Various Properties – Invasive Species Management Planning Discussion

Land Bank Staff are putting out an invitation for bids for invasive species removal at four Land Bank properties: 16 & 19 East Creek, Bamboo Forest, Creeks Preserve (Hayes), and Reyes Pond (231 Polpis Rd). The selected contractor will manage several invasive species at each location in accordance with the scope of work provided and the associated Conservation Commission permits. The management is scheduled to take place over three growing seasons, starting in June of this year. Anticipated management will include cutting and removing invasive plants and following herbicide treatments. Restoration seeding will also occur in an effort to encourage native plant growth in the managed areas. Prior to the start of work, staff will meet with the selected contractor at each site. The contractor will use the information provided in the IFB and their expertise to prepare an

Invasive Species Removal Plan for staff approval. It is anticipated that management activities will occur in June and September of each year.

The properties were selected in part due to their popularity and frequency of use, which furthers the need for effective and efficient removal of the invasives. The goal of this contract is to get the targeted invasives under control at each site, so that any ongoing maintenance and management can be done by Land Bank staff. It will also provide an opportunity to gain additional knowledge regarding invasives management that may be applied to other sites.

Land Bank staff had site visits last week with interested bidders, and several companies attended. There appears to be great interest in working on these projects, which should result in competitive bids. Due to the number of properties included and scope of the proposed management, staff anticipate the work may cumulatively exceed \$500,000 over the course of the three years.

e. 41 Jefferson Avenue/159 Hummock Pond Road Building Relocation - Designer Change Orders

SMRT is the design firm that is working on the 41 Jefferson Avenue building relocation project.

Change order request #2 for \$194,375 (included in your packet) is for the design and permitting of the two buildings slated to move to 159 Hummock Pond Road and construction administration of the project.

Change order request #3 for \$33,500 (also included in your packet) is for the design and permitting of the garage move and parking lot rehabilitation.

2025 HIGHLIGHTS

Rotational Grazing Completed 2 plots with hog grazing followed by amendments & cover cropping. 1 plot is planted with crops.

Wholesale Pork License Eat Fire Farm gained a wholesale license to sell their pork. Pork cuts are available at select stores & for purchase online through the farm's website for pick up at The Hive.

Pasture Maintenance Eat Fire Farm has been maintaining open pasture fields & has done lime applications.

Education Eat Fire Farm has been attending bio char workshops.

NRCS Eat Fire Farm began the discuss with NRCS for EQIP funding for high tunnels & funding for improving the pasture.

2026 GOALS

Infrastructure Setting up pack and wash, container, walk-in cooler.

NRCS Continue working with NRCS to lock in high tunnels for winter 2027 construction. (Requires Archeological survey).

Plantings Planting of remaining plots.

Rotational Grazing Continued hog rotations and preparing of future plots.

Retail Space Acquired a retail store location for selling pork & farm products.

MPPU Permitting of site location for MPPU.

Pasture Continued improvement and maintenance of pasture for future animal grazing (broilers & sheep)



REVISIONS

MM/DD/YY	REMARKS
02/25/2025	PREPARED AND SUBMITTED FOR BOARD REVIEW
04/14/2026	2025 HIGHLIGHTS & 2026 GOALS PRESENTED
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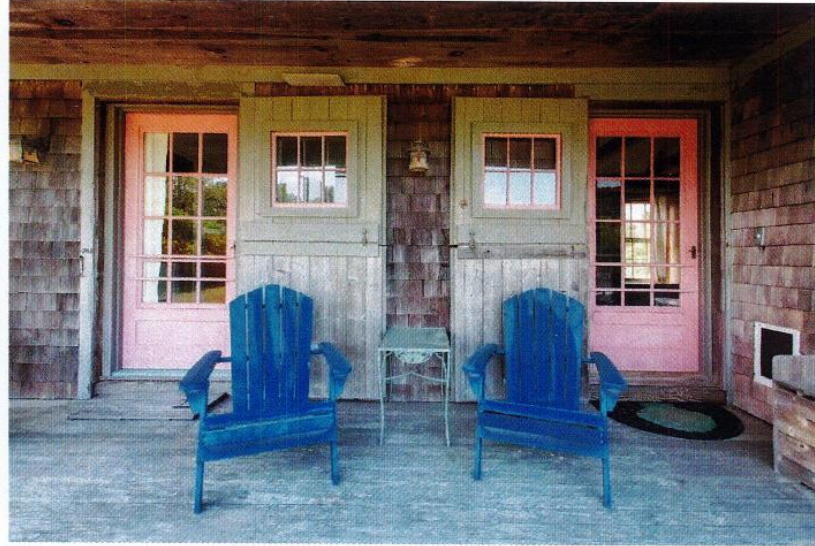
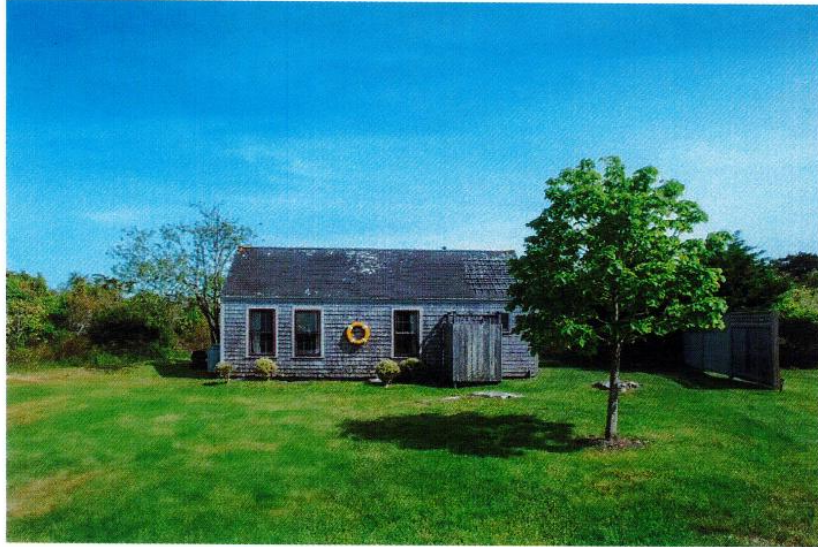
EAT·FIRE·FARM
NANTUCKET ISLAND

160 HUMMOCK POND ROAD/ MT. VERNON FARM

2026 ANNUAL UPDATE

A

01



We'd like to repurpose this 20' x 32' stable as a floral workshop. A hall for hosting classes, pick-your-own blackberry gate house.

With massive infrastructure costs to properly route water and electricity to the southern strip, we are requesting the consideration of allowing the farm operations hub to be at the southern most part of the main mass near the main entrance.

This is not a house or retail store, but necessary infrastructure for an independent farm operation that would be for generations to come.

We would be open to removing the structure at the end of our lease.

Cost of building something new of this size would be \$100k+ and a prefab would be double the cost of the move.



REVISIONS	
DATE	REVISIONS
1	02/20/2025 PREPARE AND SUBMITTED FOR BOARD REVIEW
2	02/20/2025 2025 HIGHLIGHTS & 2026 GOALS PRESENTED
3	
4	
5	

EAT • FIRE • FARM
NANTUCKET ISLAND

160 HUMMOCK POND ROAD

2026 BOARD UPDATES

BEAUDETTE AND SWAIN
PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
35 OLD SOUTH ROAD, SUITE D
P.O. BOX 2049
NANTUCKET, MASSACHUSETTS 02584

RICHARD P. BEAUDETTE
BRYAN J. SWAIN

PHONE: (508) 228-4455
FAX: (508) 228-3070
WWW.NANTUCKETLAWFIRM.COM

OF COUNSEL
KEVIN F. DALE
WILLIAM F. HUNTER

Friday, April 10, 2026

EMAIL AND HAND DELIVERY

Amy Baxter
Licensing Administrator
2 Fairgrounds Road
Nantucket, MA 02554
abaxter@police.nantucket-ma.gov

Re: Change of Category Liquor License Application
Nantucket Islands Land Bank
260 Milestone Road, Nantucket, MA 02554
Liquor License Number: 07576-GP-0762

Dear Amy:

My office represents Nantucket Islands Land Bank, in the above- referenced matter. My client is seeking approval to change the Category of its Liquor License from Wines and Malted Beverages to All Alcoholic Beverages.

The purpose of the proposed liquor license category change is to permit the Applicant to serve premade canned mixed drinks (Eg. Highnoon) which contain spirits. However, the Applicant will not purchase hard alcohol from its distributor, nor will it pour any drinks. The scope of its service will be limited to opening premade beverages, which is in line with its current service operation.

As a part of the Application, enclosed, please find the following:

1. Evidence of payment of the ABCC's filing fee, and a check made payable to the Town of Nantucket for the local filing fee;
2. A check made payable to the "Inquirer and Mirror" for the newspaper notice fee;
3. The monetary transmittal form;
4. The DOR Certificate of Good Standing (*If Applicable*);
5. The DUA Certificate of Compliance (*If Applicable*);
6. A Change of Category Application;
7. A Corporate vote of the Applicant, and
8. A Certified List of Abutters, entitled to Notification.

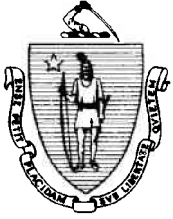
Please let me know if you have any questions. I am available by phone at 508-228-4455 or by email at: bryan@nantucket.com.

Sincerely,



Bryan J. Swain

Enc.
cc: NMG, Inc.
Nantucket Islands Land Bank



**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION FOR AMENDMENT-Change of License Classification

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

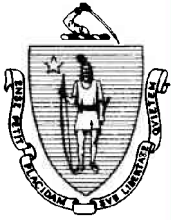
ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual/ seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp/ LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e.club/ restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e.License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input checked="" type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

**Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358**



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc*

APPLICATION FOR AMENDMENT-Change of License Classification

Change of Category

(e.g. All Alcohol, Wines and Malt)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Category Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*

Change of Class

(e.g. Seasonal /Annual)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Classification Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*

Change of License Type

(§12 ONLY, e.g. general on premises, tavern, inn, restaurant)

- Payment Receipt
- Monetary Transmittal Form
- Change of License Type Application
- Vote of the Entity
- Advertisement*
- Payment Receipt

**ff abutter '1/otification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Nantucket Islands Land Bank

Nantucket

07576-GP-0762

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

The Applicant seeks to change its category from Wines and Malts to All Alcoholic Beverages. However, the purpose of this application is to enable the Applicant to serve canned mixed drinks only. The Applicant will not purchase "hard alcohol", nor will it pour drinks.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Brayn J. Swain

Attorney

bryan@nantucketlawfirm.com

508-228-4455

2. LICENSE CLASSIFICATION INFORMATION

2a. Change of License Category

All Alcohol, Wine and Malt,
Wine Malt and Cordials

Last-Approved License Category

Wines and Malt Beverages

Requested New License Category

All Alcoholic Beverages

2b. Change of License Class

Seasonal or Annual

Last-Approved License Class

Requested New License Class

2c. Change of License Type*

E.g. Restaurant to Club

*Certain License Types

CANNOT change once issued*

Last-Approved License Type

Requested New License Type

APPLICANT'S STATEMENT

I, Rachael Freeman the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Nantucket Islands Land Bank
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date:

Title: Executive Director

ENTITY VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Licensing Authority of
City/Town and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

Change of Class (i.e. Annual/ Seasonal)

Change of License Type (i.e. club/ restaurant)

Change of Category (i.e. All Alcohol/Wine, Malt)

Other

"VOTED: To authorize
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

For Corporations ONLY
A true copy attest,

Corporate Officer /LLC Manager Signature
Nantucket Islands Land Bank

Rachael Freeman

(Print Name)

Corporation Clerk's Signature

(Print Name)

TOWN OF NANTUCKET

LIQUOR LICENSE

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER

MAILING ADDRESS

PROPERTY LOCATION

ASSESSORS MAP/PARCEL.

SUBMITTED BY:.....

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land whose property directly touches the proposed property and churches and schools within 500 feet of the property, all as they appear on the most recent applicable tax list.

DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET



Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs

Department of Environmental Protection

Address: 100 Cambridge Street, Suite 900, Boston MA 02114 | Phone: 617-292-5500

Maura T. Healey
Governor

Kim Driscoll
Lieutenant Governor

Rebecca Tepper Secretary

Bonnie Heiple
Commissioner

Water Management Act Permitting Applicant Certification for Land Protected for Mitigation Credit

I hereby certify that:

1. I have compiled, evaluated and/or established all pertinent documents, instruments, records and information necessary to provide this certification, including the documents listed as attachments to this certification;
2. I have consulted with legal, technical and other qualified professionals, as necessary for me to make this certification;
3. the following is true with respect to each of the parcels of water supply protection land or portions thereof for which mitigation credit is requested:
 - a. the land is under the control of the Board of Water Commissioners and will remain so until the MassDEP WMA Permit expiration date listed at the end of this form; and
 - b. all land acquisitions for which 0.2 credits/acre are sought have received MassDEP approval pursuant to M.G.L. c. 40 §§ 38 and 39B, as indicated on the MassDEP BRP WS 26 decision letter attached to this form.
4. the following is true with respect to each of the parcels of conservation land or portions thereof for which mitigation credit is requested:
 - a. the entire portion of land for which mitigation credit is requested is subject to a conservation restriction or easement, or it is held by the local Conservation Commission;
 - b. the conservation restriction, conservation easement, or Conservation Commission control took effect on or after January 1, 2005, and will remain in effect until the MassDEP WMA Permit expiration date listed at the end of this form;
 - c. the conservation restriction, conservation easement, or Conservation Commission control is recorded in the Registry of Deeds of the appropriate county or filed with the appropriate Registration District of the Land Court;
 - d. at a minimum, the conservation restriction, conservation easement, or Conservation Commission prohibits the following uses and activities except for the rights reserved by the grantor:
 - i. industrial, commercial or residential use;
 - ii. recreational activities that materially alter the landscape or potentially degrade water quality (e.g., playing fields, golf courses, swimming pools, play structures, downhill ski areas);
 - iii. motorized vehicles of any kind;
 - iv. disposal or discharge of hazardous materials or wastes;

- v. storage of hazardous materials;
 - vi. storage or use of fertilizers, herbicides or pesticides; and
 - vii. installation or construction of structures and impervious surfaces.
 - e. the conservation restriction, conservation easement, or Conservation Commission control includes a reservation of rights by the grantor notwithstanding the prohibited activities and uses for no more than the following:
 - i. passive recreation such as walking, hiking, and cross-country skiing;
 - ii. maintenance mowing;
 - iii. selective cutting or pruning of trees, brush and other vegetation to prevent, control or remove hazards, disease, insect damage, fire damage, storm damage or invasive species;
 - iv. maintenance and repair of existing structures identified in the restriction or easement (e.g., fences, stone walls); and
 - v. installation of paths for passive recreational use.
 - f. for land not owned by the permit applicant, the owner of the land has agreed to its use for mitigation credit for the MassDEP WMA Permit listed at the end of this form; and
 - g. there are no encumbrances on the property that supersede the conservation restriction, conservation easement, or Conservation Commission control.
- 5. I shall maintain a copy of all records, regardless of form (e.g., both printed and electronic) upon which I rely in making this certification until a final decision on this application has been issued by the Department and, if this application is approved, will do so thereafter in accordance with the permit conditions. Such records shall include without limitation all documents described in paragraph 1, above, and any supporting documents provided to me by, or relied upon by, such qualified professionals as I may consult in certifying as to the information set forth in paragraph 2, above;
- 6. I attest under the pains and penalties of perjury that the information contained in this certification and its attachments is, to the best of my knowledge and belief, true, accurate and complete. I am authorized to make this attestation on behalf of the permit applicant. I am aware that there are significant penalties for submitting false, inaccurate or incomplete information, including, but not limited to, the possibility of fine and imprisonment for knowing violations; and
- 7. I am aware that submitting a false and misleading certification could lead to modification, suspension or revocation of any permit granted pursuant to this certification, as set forth in 310 CMR 36.29 and 36.43.

Attachments:

- A. A table containing the following information for each parcel of land subject to this certification: area of protected land in acres, name of owner(s), municipal assessor's map and lot numbers, date of land purchase, effective date and term of conservation restriction/easement, book and page numbers of deed, book and page numbers of conservation restriction/easement, area of water supply protected

land in acres (only applicable for water supply protection land), and area of Priority Conservation Land¹ in acres.

- B. A colored map(s) at an appropriate scale that depicts each parcel of land subject to this certification and any Priority Conservation Land¹ for which 0.2 credits per acre is sought.
- C. A copy of the Conservation Restriction
- D. A Land Owner Agreement to Use of Land as Mitigation for Withdrawals in Accordance with a MassDEP Water Management Permit.

Signature of Applicant: _____

Date: _____

Printed Name of Applicant: Mark Willet, Director, Nantucket Water Department

MassDEP WMA Permit: #9P2-4-23-197.01

MassDEP WMA Permit Expiration Date: February 28, 2033

¹ Priority Conservation Lands, as defined in the WMA Permit Guidance Document, include NHESP-designated lands (namely BioMap2 Core Habitats and Critical Natural Landscapes, Certified Vernal Pools and abutting land, and Priority Habitats of Rare and Endangered Species), Areas of Critical Environmental Concern, aquatic buffers including buffer zones of DFW Coldwater Fishery Resources (CFRs), and Outstanding Resource Waters (ORWs).

Attachment A: Parcel Information

Nantucket Water Department Indirect Mitigation Credit for Land Protected with Zone II Boundaries

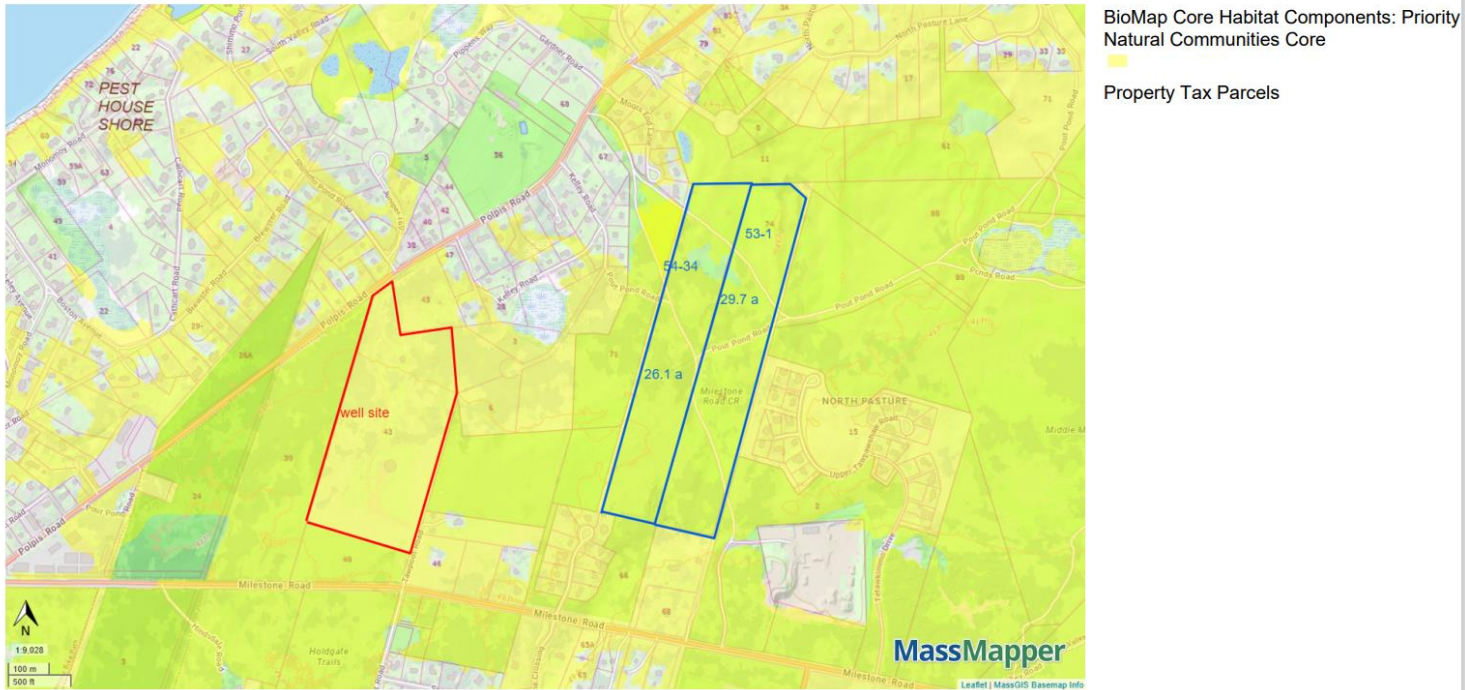
Acres	Owner	Assessors Map/Parcel	Date of Restriction	Location	Deed Book & Page
29.7	Nantucket Islands Land Bank	53-1	6/25/2013	74 Milestone Rd.	Land Bank Title/Book 01138, Page 0009 Conservation Restriction/Book 01412, Page 80

Total Indirect Mitigation Credit = 29.7 acres x 0.2 credits = 5.94 Credits

Credit for Source Water Protection is capped at 10 credits for 100,000 gpd indirect mitigation credit

Attachment B: Map showing the Well #17 Site and Parcel 53-1, 29.7 acres

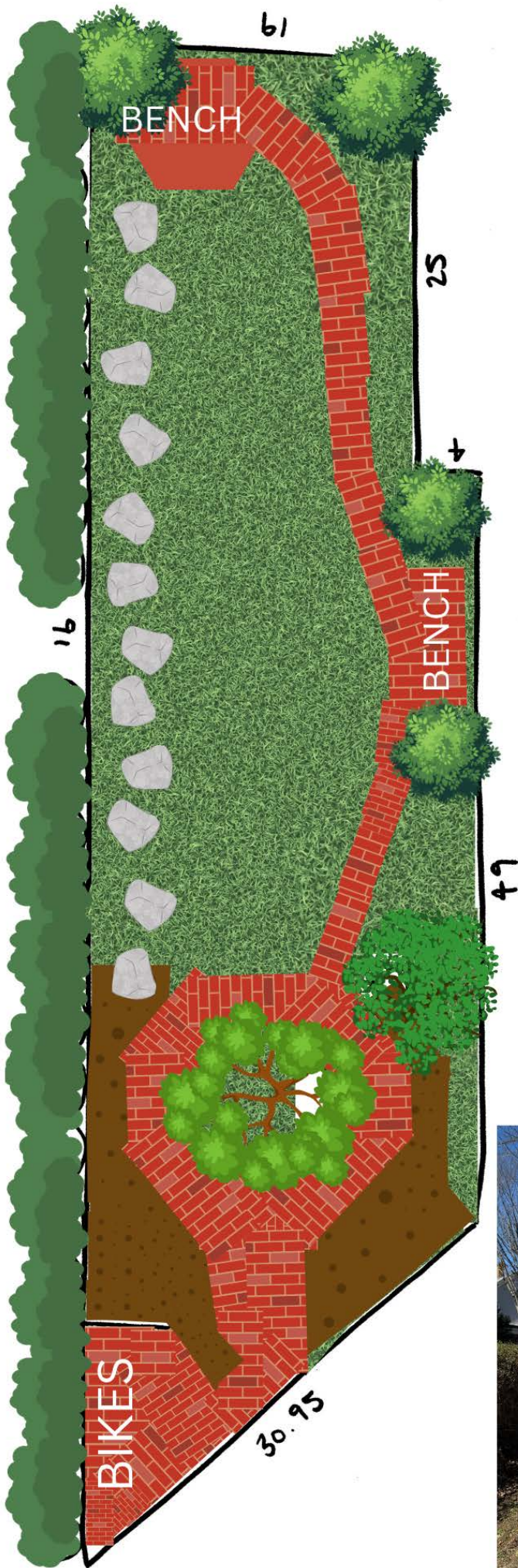
Wannacomet Well Site and Potential Mitigation Parcels in BioMap Core



Attachment C: Conservation Easement, see attached pdf Nobadeer Farm Road Ballfields CR #116 (Bk 1412 Pg 80)

Attachment D: Land Owner Agreement, see attached pdf

Main Street Pocket Park - 106 Main St Improvements



- Open up the park by removing overgrown vegetation on Marden boundary and replace with natural to weather fence (matching neighbors).
- Move existing bench from behind the tree to the back and add an additional bench along the fence.
- Extend brick path into the park and add flag stone to create a friendly loop.
- Front entrance of the park will include 2 planters and some annual plants, per last summer.

After making minor adjustment last year we noticed more people enjoying the park.



1 & 2 Aurora Way – Landscaping Plan

Current Conditions 1 & 2 Aurora are green space lots located on Hummock Pond Rd at the entrance to Aurora Way housing development. There are many great healthy trees on these lots. We installed a split rail fence last year on the boundary with the neighbors abutting 2 Aurora Way. The sites are covered with invasive love grass, and 2 Aurora Way has dense brambles, vines made up of many invasive plants.



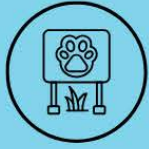
Staff recommendation is to remove all love grass and replace with native fescue mix and remove all invasive vines and brambles and replace with native bayberry and huckleberry to maintain a dense screening with the neighbors. We expect to mow these properties 2 times a year.



Dog Park Survey Results

We asked the community to complete our 11-question dog park survey. After 2 weeks, we had 71 responses and got the following data:

Overall Usage



- 15 responders use both dog areas
- 41 use the large dog area only
- 12 use the small dog area only



Busiest Dates/Times

- Mon-Fri: 3pm - 6pm
- Sat & Sun: 12pm - 3pm

→ The large dog area is used more often, and the dog park is busiest after work and weekend afternoons

Dog Park Additions



- 70% voted for lights in the large dog area
- 47% voted for lights in the small dog area



- 60% voted for agility ramps
- 38% voted for tree stumps/logs

→ Adding lights is widely supported and additional enrichment props are wanted

Large Dog Area Surface



- 29 voted very good/good
- 38 voted fair to very poor



- 35 approve pea stone gravel
- 25 voted against

→ Many agree that the large dog area's surface needs improvement, citing drainage and dust issues. 4 responders worry it will hurt the dogs paws

Additional Park Issues



- 68% said owners do not pick up after their dogs



- 28% said owners bring aggressive dogs into the park

→ Other issues included: large dogs in the small dog area, small dogs in the large dog area, and dogs without supervision

Additional Feedback

Many people thanked us for creating the dog park and commented on how much they love it. Others thanked us for listening to their concerns and taking action (re: pick up after your dog signs, replacing the scooper). Other than the dog park, many responders said they love to take their dog to Creeks Preserve, Gardner Farm, and Sanford Farm.



March 22, 2026

Jon K. Lemieux, PE, Executive Vice President
The VERTEX Companies | One Edgewood Drive, Ste. 204 | Norwood, MA 02062

Nantucket Land Bank – 41 Jefferson: Part 3 ADD to Original Scope (CR#2)

Jon:

As discussed previously, the following adjustment described below to our existing contract for Nantucket Land Bank – 41 Jefferson Part 1 and Part 2. The following changes are adjustments to include Scope identified as Part 3 Complete Building Design and Construction Contract Administration / Closeout:

Change Oder #2: Part 3: Complete Building Design and Construction Contract Administration / Closeout:

Design Phase for Building Fit Up

- HDC Revisions (Demolition Garage and other misc. changes) Allowance
- Construction Documents Foundation Design
- Construction Documents Building Improvements
- Septic Design and Health Department Permit
- Bidding and Procurement Phase
- Reimbursable

Construction Phase

- Construction Contract Administration (in office)
- Construction Contract Administration (on site)
- Project Closeout and One Year Warrantee Walkthrough
- Reimbursable

Total Request for Change Order #2: \$194,375

SMRT proposes adjusting each of these line items as described (see attached for further detail). Please contact us if you have any questions.

Sincerely,

Craig Piper AIA
Senior Principal

Licensed Architect: CA, CT, FL, IL, MA, MD, ME, MO, NC, OH, NV, NH, NJ, NY, PA, RI, SC
Licensed Landscape Architect: ME



SMRT Architects and Engineers

c: 207.807.4680

smrtinc.com

Change Order

For Scope of Professional Services

SMRT Architects and Engineers

877.700.7678

smrtinc.com

Ordered By:

SMRT, Inc: 200 Brickstone Complex, Suite 303, Andover, MA 01810

Nantucket Land Bank - 41 Jefferson: Part 3

CR #2

Change Description:

Adjustments and Scope for Parts 1 and 2 (see attached backup).

Fee Adjustment:

Original Contract Sum Authorized Amount	\$153,653
Net change by previously authorized change request:	\$10,565
Contract Sum prior to this change order:	\$164,218
Proposed Change (Increase/ decrease):	\$194,375
New Contract Sum including this changer order will be:	\$358,593

Approved and Accepted By:

Vertex (Owner Project Manager)

Signature

Date

Nantucket Land Bank

Signature

Date

SMRT Architects and Engineers



3/22/26

Signature

Date

Craig Piper, Senior Principal

41 Jefferson Building Relocation SMART Fee Proposal Updated
1/27/2025 Updated 3/22/25

Part 1: Building Move Off	Building 1 NAAT	Building 2 (Unit 4) NLB	Building 3 (Unit 3) NAAT	Building 5 (Demo)	Building 7 (Unit 1) NAAT	Requested Adjustment	Totals		Budget Tracking	Notes
							Building 7 (Permit on Site)	Building 7 (Permit on Site)		
Part 1: Building Move Off										
Deconstruction / Split of Buildings for Move Off										
Design and Procurement Documents and HDC Move Off Permit	4,500	5,250	4,500	5,250	5,500	5,250	6,500	38,750	Over Budget	Complete
Change Order Request #1s						13,565		13,565	Intensive Blat and Spiker	
Bidding and Contract Administration for Move Off Phase	1,500	1,500	1,500	1,500	1,500	1,500	1,500	10,500	Over Budget	In Progress
Change Order Request #1b						14,500		14,500	SMART Cost - Move (over Intensive Blat and Spiker)	
Reimbursable	300	334	300	350	350	338	400	2,363	Tracking Under	
Totals	6,500	8,500	12,500	10,000	10,000	38,750	10,565	49,315	Over Budget	100% Complete
Part 2: Building Move On - 158 Meakes and 159 Hummock Pond										
Design Phase										
Concept Design	6,500	8,500	12,500	6,500	10,000			46,000	On Budget	100% Complete
HDC Move-On and Hazardous Permit (Building Concept Design)	5,000	5,000	5,000	5,000	5,000			25,000	Over Budget	In Progress
Change Order Request #1c						6,500		6,500	HDC (over Overbudget)	
Construction Documents Foundation Design	5,000	5,000	7,500	6,000	7,500			31,000	Tracking Under	
Reimbursable	330	370	500	300	450			2,040	Tracking Under	
Change Order Request #1d	(6,000)	(6,000)	(7,500)	(6,000)	(7,500)			(31,000)	Credit for not Re-designing Foundations NLB & NAAT Sites	
Change Order Request #1e		3,500	3,500					7,000	Including Surveyed Slope for 159 Hummock Pond	
Totals	10,565	164,218	164,218	164,218	164,218	10,565	10,565	338,982	Compared to Current Authorization \$153,483	Change Order #1 \$ 10,565
Part 3: Complete Building Design - 159 Hummock Pond Road										
Design Phase for Building Fit Up										
HDC Revisions (Demolition Garage and other misc. changes) / Allowance		2,500	2,500					5,000		
Construction Documents Foundation Design		5,000	5,000					10,000		
Construction Documents Building Improvements		32,500	32,500					65,000		
Septic Design and Health Department Permit		5,000	5,000					10,000		
Building and Procurement Phase		7,500	7,500					15,000		
Reimbursable		875	875					1,650		
Construction Phase		17,500	17,500					35,000		
Construction Contract Administration (in office)		12,000	12,000					24,000		Eight weeks
Project Closeout and One Year Warranty Walkthrough		2,000	2,000					4,000		One visit
Reimbursable		2,303	2,303					4,606		
Totals	23,130	112,995	139,138	26,978	7,350	30,038	8,400	10,565	194,375.00	Change Order #2 \$ 194,375.00

Totals (Parts 1, 2 and 3) including Change Orders

- Assumptions:
- NLB and/or other entity will acquire site surveys for each site
 - Site work will provide the existing Surveyed Slopes Design, Civil Engineering, Landscape Architecture, and Mechanical/Electrical/Plumbing Engineering
 - NLB will provide the existing Surveyed Slopes Design, Civil Engineering, Landscape Architecture, and Mechanical/Electrical/Plumbing Engineering
 - NLB will provide Hazard survey for properties at 41 Jefferson
 - NLB and/or other entity will coordinate any natural heritage requirements/permits
 - NLB will coordinate any utility requirements/permits
 - Veritas will coordinate bid/dry process and building moving contacts
 - Assume new sites will have town water service

Change Order

For Scope of Professional Services

SMRT Architects and Engineers

877.700.7678

smrtinc.com

Ordered By:

SMRT, Inc: 200 Brickstone Complex, Suite 303, Andover, MA 01810

Nantucket Land Bank – 41 Jefferson: Additional Scope to Prepare for Public Beach Access CR #3

Change Description:

The following adjustment described below to our existing contract for Nantucket Land Bank – 41 Jefferson. The following changes are new scope for the SMRT Team (see attached backup).

Fee Adjustment:

Original Contract Sum Authorized Amount	\$153,653
Net change by previously authorized change request:	\$204,940
Contract Sum prior to this change order:	\$358,593
Proposed Change (Increase/ decrease):	\$33,500
New Contract Sum including this changer order will be:	\$391,593

Approved and Accepted By:

Vertex (Owner Project Manager)

Signature

Date

Nantucket Land Bank

Signature

Date

SMRT Architects and Engineers



4/10/26

Signature

Date

Craig Piper, AIA
Senior Principal



April 10, 2026

Jon K. Lemieux, PE, Executive Vice President
The VERTEX Companies | One Edgewood Drive, Ste. 204 | Norwood, MA 02062

Nantucket Land Bank – 41 Jefferson: Additional Scope to Prepare for Public Beach Access (CR#3)

Jon:

The following adjustment described below to our existing contract for Nantucket Land Bank – 41 Jefferson. The following changes are new scope for the SMRT Team

Change Order #3: Additional Scope to Prepare 41 Jefferson Site for Public Beach Access (CR#3)

Design Phase for Building Fit Up

- HDC Revisions (Relocate Garage and other misc. changes) Allowance
- Construction Documents Foundation Design
- Construction Documents Building Improvements
- Site Design: Parking and Structures / Plan reorganization
- Bidding and Procurement Phase
- Reimbursable

Construction Phase

- Construction Contract Administration (in office)
- Construction Contract Administration (on site)
- Project Closeout and One Year Warrantee Walkthrough
- Reimbursable

Total Request for Change Order #2: \$33,500

SMRT proposes adjusting each of these line items as described (see attached for further detail). Please contact us if you have any questions.

Sincerely,

Craig Piper AIA
Senior Principal

Licensed Architect: CA, CT, FL, IL, MA, MD, ME, MO, NC, OH, NV, NH, NJ, NY, PA, RI, SC
Licensed Landscape Architect: ME



SMRT Architects and Engineers

c: 207.807.4680

smrtinc.com

41 Jefferson Building Relocation SMRT Fee Proposal Updated

10-Apr-26

	Building 7 (Remain on Site)	Totals	Notes
Complete Building Design - 41 Jefferson CHANGE ORDER #3			
Design Phase for Building Fit Up			
HDC Revisions (Relocate Garage and other misc. changes) Allowance	\$ 7,500	\$ 6,500	
Construction Documents Foundation Design	\$ 3,500	\$ 3,800	
Construction Documents Building Improvements	\$ 5,000	\$ 4,750	
Site Design: Parking and Structures	\$ 5,000	\$ 6,400	
Bidding and Procurement Phase	\$ 2,500	\$ 2,500	
Reimbursable	\$ 750	\$ 750	1 Trip
Construction Phase			
Construction Contract Administration (in office)	\$ 2,500	\$ 3,000	
Construction Contract Administration (on site)	\$ 3,600	\$ 3,600	* Three visits
Project Closeout and One Year Warrantee Walkthrough	\$ 1,200	\$ 1,200	* one visit
Reimbursable	\$ 1,000	\$ 1,000	
		\$ 33,500	Change Order #3

Assumptions:

- NLB provided site survey
- SMRT will provide the following Services
Architecture, Structural Design, Civil Engineering, Landscape Architecture, and Electrical Engineering. Assumes no plumbing or mechanical.
- NLB will provide Hazmat survey for properties at 41 Jefferson
- NLB and/or other entity will coordinate any natural heritage requirements/concon permits
- NLB and/or other entity will coordinate any archeological requirements
- SMRT will provide Drawing Package for Cardosi to provide proposal for scope, no municipal bid process and added Scope to existing contract.



**REQUESTS FOR TEMPORARY PRIVATE or COMMERCIAL 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 photo shoots and filming which require 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: Lindsay Daley **MAILING ADDRESS:** 7 S Water Street
TELEPHONE: (916)-756-5867 **E-MAIL:** Lindsay@ppxevents.com

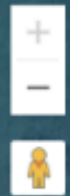
Proposed Location of EVENT: 40th Pole (Land Bank)
DATE of EVENT: 8/15/2026 **TIME of EVENT:** 6:00 pm
Description / Anticipated # of attendees: Barton & Gray - 40 guests / 5 staff members

PLEASE DESCRIBE THE EVENT (theme, scope, duration, installation, food and beverage ...):
Beach lobster bake dinner on 8/15/26 for 40 people at 40th Pole with 5 service staff members. PPX Events will provide the food service, and as for alcohol, will be serving beer and wine and will begin set up at 5 PM in any open space available. The guests will be arriving by boat and PPX staff will be carpooling in one car which will be parked on the beach. Staff will be arriving one hour prior to set up four tables with 10 chairs each. The food will be coming from one grill with two 8-foot service tables for staging/preparation. The time of the event will be from 6:00 pm to 8:30 pm with all breakdown and trash/items removed by 9:30 pm.

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 Cultural Affairs and Special Events Coordinator, Deana Weatherly at 508-228-7200 ext. 7314 or by email to dweatherly@nantucket-ma.gov



100

100

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TRANSFER BUSINESS
Nantucket Land Bank Commission
Regular Meeting of April 14, 2026

1. March 2026 Transfers – Record Nos. 48438 through 48506
2. “M” Exemption Update:
 - a. Anul Notice of Assessment and Release of Lien:

No. 35357 Andrew P. Minihan

- b. Request for New Release of Lien:

No. 21712 Marc J. Gazaille and Wenche S. Gazaille

Nantucket Islands Land Bank

Transfers by Month Report

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
48438	3/2/2026	0014	080	POCOMO RD, 33	33 POCOMO LLC	MEATBALL MARTINI NAN	-1	0	0	0	3.60	\$16,800,000.00	\$336,000.00	
48439	3/2/2026	0593	101	MIDLAND AV, 1	MATSKO/MEHOLICK	MANOMEDNET LLC	0	0	0	-1	0.00	\$25,000.00	\$500.00	
48440	3/2/2026	0068	526	CURLEW CT, 2	2 CURLEW COURT TRUST	TISZENKEL/COUGHLIN	-1	0	0	0	0.12	\$0.00	\$0.00	D
48441	3/2/2026	0593	037	S CAMBRIDGE ST, 41	DEVINE REALTY TRUST	DEVINE	-1	0	0	0	0.16	\$0.00	\$0.00	D
48442	3/2/2026	0056	445	AURORA WY, 14	SCOTT A & KINDRA L S	SAMPSON	-1	0	0	0	0.20	\$0.00	\$0.00	D
48443	3/2/2026	0080	218+	S SHORE RD, 20 & 24	RAMOS FAMILY REALTY	RAMOS FAMILY REALTY	0	0	-1	0	2.33	\$0.00	\$0.00	E
48444	3/3/2026	0079	1261	POCHICK AV, 57 A	GREGORY	GREGORY-WILKINSON FA	-1	0	0	0	0.92	\$0.00	\$0.00	D
48445	3/3/2026	0079	1261	POCHICK AV, 57 A	DAVID M GREGORY	GREGORY	-1	0	0	0	0.92	\$0.00	\$0.00	D
48446	3/3/2026	0041	511	VESTAL ST, 42	COHEN/SLAWSON	COHEN	-1	0	0	0	0.13	\$0.00	\$0.00	C
48447	3/3/2026	0041	143	N LIBERTY ST, 65	PATRICK J KENNY 2026	KENNY	-1	0	0	0	0.12	\$0.00	\$0.00	D
48448	3/4/2026	0076	046	FLINTLOCK RD, 10	BOLAN/CAMPBELL	BOLAN	-1	0	0	0	1.10	\$999,000.00	\$19,980.00	
48449	3/4/2026	0065	057	AHAB DR, 12	ANN D MARVIN REVOCAB	ANN D MARVIN REVOCAB	-1	0	0	0	0.58	\$0.00	\$0.00	D
48450	3/5/2026	0027	027	FULLING MILL RD, 3	SPENCER 3 FULLING MI	SPENCER 3 FULLING MI	-1	0	0	0	1.10	\$0.00	\$0.00	C
48451	3/5/2026	0083	019	TAUTEMO WY, 6	ZETA REAL ESTATE MAN	6 TAUTEMO LLC	-1	0	0	0	0.47	\$8,000,000.00	\$160,000.00	
48452	3/5/2026	0082	137	MARION AV, 6	STARFISH ACK MARION	BLANEY	-1	0	0	0	0.58	\$6,500,000.00	\$130,000.00	
48453	3/6/2026	0066	051	APPLETON RD, 50	50 APPLETON ROAD REA	BAIRD	-1	0	0	0	0.84	\$0.00	\$0.00	D
48454	3/6/2026	0068	170	NOBADEER WY, 4	ANN D MEDINA REVOCAB	MEDINA	-1	0	0	0	0.34	\$0.00	\$0.00	D
48455	3/6/2026	0055	2312	SPARKS AV, 18 A	ISLAND APARTMENTS LL	ACK OFFICES LLC	0	-1	0	0	0.33	\$731,458.70	\$14,629.18	
48456	3/6/2026	055	2311+	SPARKS AV,18, 20+	ISLAND APARTMENTS LL	ACK MID ISLAND LLC	0	-1	0	0	1.22	\$2,194,376.10	\$43,887.52	
48457	3/9/2026	4241	767	SWAIN ST, 15, C 7	FOSTER	BOND	-1	0	0	0	0.00	\$750.00	\$15.00	
48458	3/9/2026	0091	039	DORSET RD, 3	NANCY BRADDOCK VITTO	CARLO VITTORINI 2010	-1	0	0	0	0.29	\$0.00	\$0.00	D
48459	3/9/2026	7331	773	COTTAGE AV, 15	TOCCOA RIDGE II, LLC	15 COTTAGE AVENUE LL	-1	0	0	0	0.12	\$6,800,000.00	\$136,000.00	
48460	3/9/2026	4224	004	COMMERCIAL WF, 25	25 COMMERCIAL WHARF	BARNEY III	-1	0	0	0	0.02	\$0.00	\$0.00	B
48461	3/10/2026	4232	1671	CHARTER ST, 4	CHARTER STREET PROPE	DEUBERRY	-1	0	0	0	0.06	\$0.00	\$0.00	I
48462	3/10/2026	0080	1422	SURFISDE RD, 140	LAMPE/MITEVA	DUDLEY SURF LLC	-1	0	0	0	1.05	\$0.00	\$0.00	J
48463	3/10/2026	5541	1871	SILVER ST, 6 A	HENDERSON FAMILY TRU	HENDERSON	-1	0	0	0	0.12	\$0.00	\$0.00	D
48464	3/10/2026	0080	971	NAUSHON WY, 13	ST PIERRE ACK REALTY	ST PIERRE	-1	0	0	0	1.26	\$0.00	\$0.00	D
48465	3/11/2026	0054	150	BERKELEY AV, 6	ROMAN	KENNETH ROMAN, JR 19	-1	0	0	0	1.72	\$0.00	\$0.00	D
48466	3/11/2026	0068	163	OLD SOUTH RD, 103	103 OLD SOUTH RD LLC	NANCY B TUTTLE REVOC	-1	0	0	0	0.93	\$0.00	\$0.00	D

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
48467	3/11/2026	0067	370	DENNIS DR, 1	LINCOLN 54 LLC	YOHO5 INC	-1	0	0	0	0.23	\$2,000,000.00	\$40,000.00	
48468	3/11/2026	4231	150	ORANGE ST, 9	ANDREJEWSKI	LITTLE BIG BUILDINGS	-1	0	0	0	0.06	\$0.00	\$0.00	
48469	3/12/2026	0054	150	BERKELEY AV, 6	BERKELEY HEIGHTS LLC	ROMAN	-1	0	0	0	1.72	\$12,250,000.00	\$245,000.00	
48470	3/12/2026	5544	781	ANGOLA ST, 12	12 ANGOLA LLC	METRI	0	0	-1	0	0.21	\$0.00	\$0.00	I
48471	3/12/2026	4234	152	INDIA ST, 32	32 INDIA LLC	TM INDIA LLC	-1	0	0	0	0.14	\$8,100,000.00	\$162,000.00	
48472	3/13/2026	0067	688	YOUNGS WY, 25	YOUNGS WAY HOLDINGS	WISENTANER INC	0	-1	0	0	0.24	\$0.00	\$0.00	K
48473	3/13/2026	0067	689	YOUNGS WY, 27	YOUNGS WAY HOLDINGS	WISENTANER INC	0	-1	0	0	0.24	\$0.00	\$0.00	K
48474	3/13/2026	0068	1661	OLD SOUTH RD, 109 A	QUAIAPEN LLC	JACKSON	0	0	-1	0	0.23	\$1,100,000.00	\$22,000.00	
48475	3/13/2026	7332	372	HEDGE ROW RD, 2	2 HEDGE ROW ROAD LLC	VANDENBERG	-1	0	0	0	0.54	\$0.00	\$0.00	I
48476	3/16/2026	0063	032	SHEEP POND RD, 24	24 SHEEP POND LLC	14328 MISTY MEADOW L	-1	0	0	0	0.78	\$0.00	\$0.00	I
48477	3/17/2026	4231	1625	CENTER ST, 30 F	MCCARTAN JR/MCCARTAN	FOUR HOLLYWOOD TRUST	0	0	0	-1	0.00	\$9,000.00	\$180.00	
48478	3/17/2026	0056	046	CATO LN, 53	BEDELL	BEDELL	-1	0	0	0	0.48	\$0.00	\$0.00	K
48479	3/18/2026	0076	017	LYONS LN, 20	RSMDWM LLC	RUBIN	-1	0	0	0	1.14	\$2,375,000.00	\$47,500.00	
48480	3/19/2026	4231	157	LIBERTY ST, 1	1 LIBERTY STREET TRU	ONE LIBERTY STREET N	-1	0	0	0	0.08	\$0.00	\$0.00	D
48481	3/19/2026	0594	030	GOOSE COVE WY, 4	ISLAND DEN LLC	UNITED STATES OF AME	-1	0	0	0	0.93	\$3,700,000.00	\$74,000.00	
48482	3/19/2026	0080	124	BOULEVARD, 5	5 BOULEVARD REALTY T	LINDVALL	-1	0	0	0	1.22	\$0.00	\$0.00	D
48483	3/20/2026	0068	767.2	DAFFODIL LN, 16 B	WISENTANER	WISENTANER	-1	0	0	0	0.43	\$0.00	\$0.00	K
48484	3/20/2026	5541	322+	PROSPECT ST, 56, 56A	56 PROSPECT LLC	BATTLE ROAD COMPANY	-1	0	0	0	0.58	\$0.00	\$0.00	J
48485	3/20/2026	0069	076	TEASDALE CI, 1	TEASDALE HOLDINGS LL	FEINSTEIN	0	-1	0	0	0.28	\$0.00	\$0.00	I
48486	3/20/2026	0067	412	ALEXANDIA DR, 14	ALEXANDIA HOLDINGS L	FEINSTEIN	-1	0	0	0	0.23	\$0.00	\$0.00	I
48487	3/23/2026	0087	034	NONANTUM AV, 46	STONE FAMILY NOMINEE	STONE FAMILY NOMINEE	-1	0	0	0	0.63	\$0.00	\$0.00	I
48488	3/23/2026	7133	321	NORWOOD ST, 14 C, #1	STEPHEN ROBERT CONWA	CONWAY	0	0	0	-1	0.00	\$0.00	\$0.00	D
48489	3/23/2026	0055	606	COW POND LN, 3	MACDONALD	3 COW POND LANE NOMI	-1	0	0	0	0.28	\$0.00	\$0.00	D
48490	3/24/2026	0074	079	STONE POST WY, 7	ROONEY JR/ROONEY	7 STONE POST WAY LLC	-1	0	0	0	0.46	\$0.00	\$0.00	J
48491	3/24/2026	0015	041	POCOMO RD, 86	88 POCOMO TRUST	86 PR TRUST	-1	0	0	0	2.10	\$0.00	\$0.00	D
48492	3/24/2026	0055	379	CHERRY ST, 16	THE SOUTH EAST JOINT	ZARCONI	-1	0	0	0	0.14	\$0.00	\$0.00	D
48493	3/24/2026	7313	321	PARK LN, 9	TELEGRAPH HOUSE TRUS	KURZINA	-1	0	0	0	0.04	\$0.00	\$0.00	D
48494	3/24/2026	0067	145	WAYDALE RD, 14	LOFTUS BROTHERS LLC	LOFTUS	-1	0	0	0	0.58	\$0.00	\$0.00	I
48495	3/24/2026	0067	415	OLD SOUTH RD, 17 B	SLICE AND DICE LLC	17 OLD SOUTH ROAD LL	0	0	0	-1	0.00	\$930,000.00	\$18,600.00	
48496	3/24/2026	4231	027	OLD NORTH WF, 17	COBB-HAYES REALTY T	COBB-HAYES REALTY TR	-1	0	0	0	0.01	\$0.00	\$0.00	D
48497	3/24/2026	4231	845	STILL DOCK, 14	14 STILL DOCK REALTY	HAYES, III	0	0	0	-1	0.00	\$0.00	\$0.00	D
48498	3/25/2026	0055	7073	BAYBERRY CT, 7 C	R&S REALTY TRUST	RWS REALTY TRUST	0	0	0	-1	0.00	\$0.00	\$0.00	D

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
48499	3/26/2026	0067	068-	BAYBERRY LN, 16	MAURY BAYBERRY LLC	RYDER	0	0	-1	0	0.72	\$1,400,000.00	\$28,000.00	
48500	3/26/2026	4233	163	MILK ST, 10	MAYBACK	MILK PAIL LLC	-1	0	0	0	0.10	\$5,075,000.00	\$101,500.00	
48501	3/27/2026	0080	070	SURFSIDE RD, 111	SEAVILLE LLC	SUTTON	-1	0	0	0	0.98	\$10,250,000.00	\$205,000.00	
48502	3/30/2026	5541	036	NEW ST, 5	FIVE NEW STREET LLC	J MURRAY NOMINEE TRU	0	-1	0	0	0.08	\$855,000.00	\$17,100.00	
48503	3/30/2026	5544	071	NEW MILL ST, 9	HARRIS E STONE FAMIL	STONE	-1	0	0	0	0.12	\$0.00	\$0.00	D
48504	3/30/2026	4232	481	PINE ST, 25 C	ERIC J BOCK REVOCABL	RICH	-1	0	0	0	0.12	\$4,800,000.00	\$96,000.00	
48505	3/30/2026	7324	011	CODFISH PARK, 16	BORZYKOWSKI/RUDDER	SHEILA WILNER QUALIF	-1	0	0	0	0.11	\$0.00	\$0.00	D
48506	3/31/2026	4233	037-	MILK ST, 26, LOT 1	GOT MILK LLC	MACKIE	-1	0	0	0	0.13	\$3,700,000.00	\$74,000.00	
GRAND TOTALS							-53	-4				\$98,594,584.80		
							-6	-6	36.985				\$1,971,891.70	

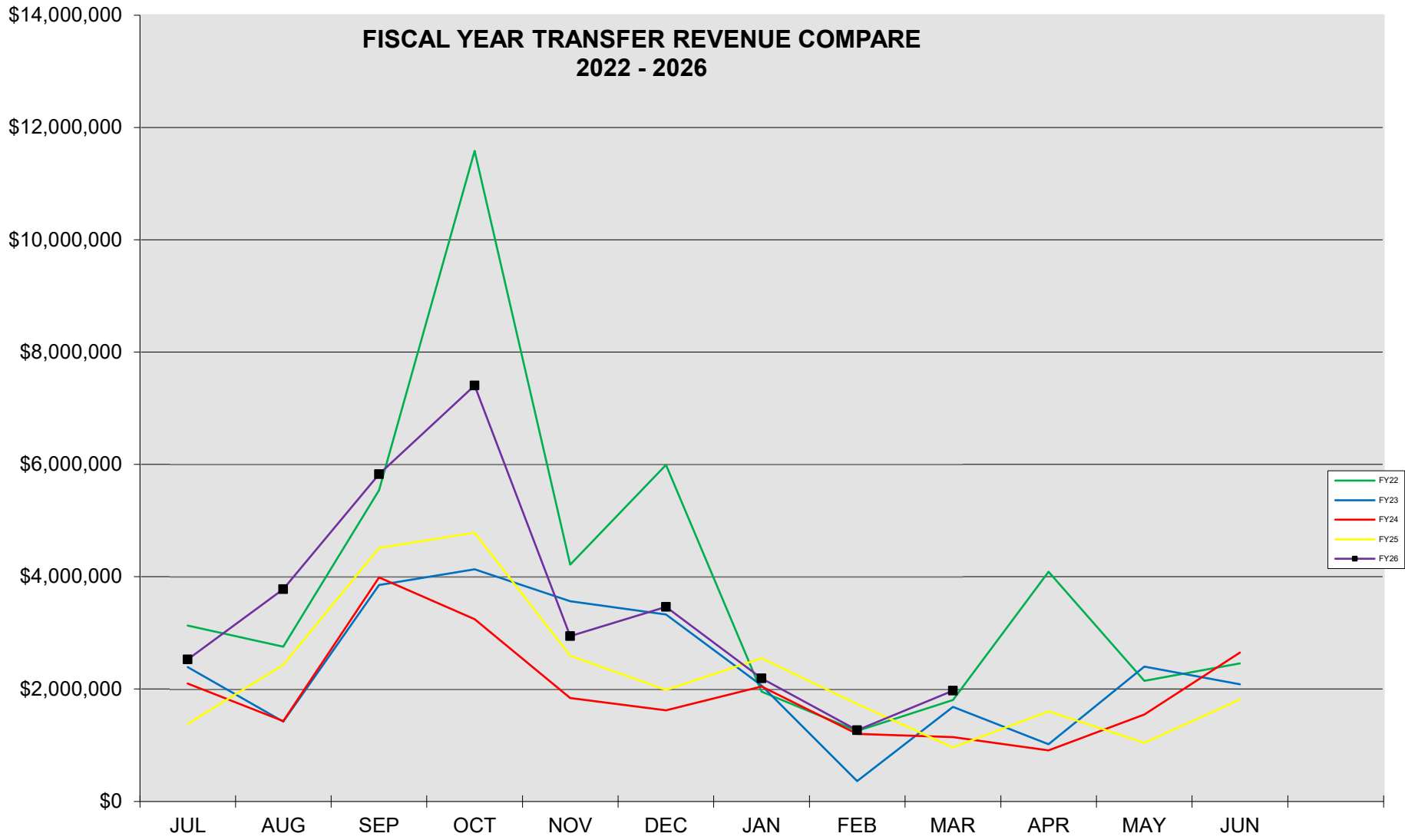
MONTHLY TRANSFER STATISTICS FISCAL YEAR 2025

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	\$1,602,815
May-25	71	48	23	\$57,144,875	\$52,036,875	\$1,040,738
Jun-25	81	45	36	\$103,731,341	\$90,711,341	\$1,814,227
THRU MAR 25	759	420	339	\$1,205,579,357	\$1,143,970,177	\$22,921,394
Average	85	49	36	\$122,893,411	\$114,004,927	\$2,281,598
Low	63	33	23	\$52,759,234	\$48,099,234	\$961,985
High	126	74	67	\$244,351,215	\$239,356,715	\$4,787,134

MONTHLY TRANSFER STATISTICS FISCAL YEAR 2026

FY26	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jul-25	112	68	44	\$130,369,920	\$126,355,390	\$2,527,108
Aug-25	87	48	39	\$188,805,200	\$188,805,200	\$3,776,104
Sep-25	121	53	68	\$295,786,701	\$291,281,945	\$5,825,639
Oct-25	123	46	77	\$380,274,007	\$370,305,507	\$7,406,110
Nov-25	100	64	36	\$151,682,925	\$147,002,925	\$2,940,058
Dec-25	113	60	53	\$182,100,954	\$173,100,954	\$3,462,019
Jan-26	65	37	28	\$111,074,178	\$109,367,678	\$2,187,354
Feb-26	66	40	26	\$63,327,603	\$63,327,603	\$1,266,552
Mar-26	69	44	24	\$98,594,585	\$98,594,585	\$1,971,892
Apr-26						
May-26						
Jun-26						
THRU MAR 26	856	460	395	\$1,602,016,073	\$1,568,141,787	\$31,362,836
Average	95	51	44	\$178,001,786	\$174,237,976	\$3,484,760
Low	65	37	24	\$63,327,603	\$63,327,603	\$1,266,552
High	123	68	77	\$380,274,007	\$370,305,507	\$7,406,110

FISCAL YEAR TRANSFER REVENUE COMPARE 2022 - 2026





**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: Figawi Charities Inc. Christopher Kelsey

MAILING ADDRESS: P.O. Box 486 W. Hyannisport, MA 02672

TELEPHONE: (508)-958-8250 **E-MAIL:** critkelsey@yahoo.com

Proposed Location of EVENT: Petral Landing -17 Commercial St. Lot

DATE of EVENT: Thursday, May 21, 2026 - Tuesday, May 26, 2026

TIME of EVENT: Saturday May 23 & Sunday May 24 9a-11p

Description / Anticipated # of attendees 150

Post Race activities to include Sponsor activations, reception for racers, media and sponsors.

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

SATURDAY: Figawi Sponsor activations, tastings and merchandise sales. Entertainment 2p-10p.

Catering provided by Jonas Baker.

Sunday: Sponsor Activations, tastings and merchandise sales Noon - 10p. Entertainment 2p-10p.

Catering provided by Jonas Baker

Approved/Denied: _____

Special Projects Coordinator

Date: _____

Approval date

Staff Comments: _____

1 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



**LICENSE AGREEMENT BETWEEN
THE NANTUCKET LAND BANK AND NFI REALTY TRUST**

1. This License Agreement covers the section of beach to the west of the Land Bank property and included in an existing Conservation Restriction (approximately 300' running east to west). The Trust understands that said restriction prohibits the use of vehicles on this specified portion of the beach and, while it has no objection for the purposes of this Agreement, will leave any enforcement to the discretion of the Land Bank.
2. The Land Bank understands and agrees that the beach from the westerly point of the above-referenced conservation area and running to the west approximately 150 yards may be utilized for beach recreation but excluding vehicles of any type.
3. The westerly end of the Trust's property running to the east is to be maintained as private property with no access (except for emergency vehicles). Fires are not permitted on any of the Trust's property.
4. The Land Bank shall maintain the beach to include trash pickup on the beach and the dune area located immediately behind the beach. Portable sanitary facilities shall be provided by the Land Bank and regularly maintained and serviced, as needed. Failure of the Land Bank to maintain and enforce the above to the satisfaction of the Trust will result in termination of this license.
5. The beach will be clearly posted, with language subject to review and approval of the Trust, by the Land Bank (not the Trust) to reflect the above referenced boundaries including the permitted and prohibited uses and with some notation that the public be respectful of the resources and to clean the area after use.
6. The Land Bank will clearly mark the usable areas on an aerial photograph that show the Land Bank and Trust property.

7. The Land Bank, at its sole expense, shall purchase a comprehensive liability insurance policy which is equal to the statutory maximum allowed by Massachusetts state law to insure the Trust against any claims for injury or death occurring on the Trust property.
8. The License given herein is subject to revocation by the Trust, at the Trust's sole exclusive discretion, and shall not constitute a waiver by the Trust of any of its rights with respect to its ownership interests in the subject property. In the event of revocation of this license by the Trust and upon notification thereof to the Land Bank by the Trust, the Land Bank shall remove all signs and facilities and otherwise immediately restore the Trust property to its private use. This agreement shall not be interpreted to waive or in any way limit the existing rights of the public to access the beach under Massachusetts General Laws Chapter 91 or any similar statutory or common law doctrine, nor shall it be interpreted to limit any other existing right of the public.
9. By executing this agreement, the undersigned John H. Brazilian represents and warrants that he is authorized by NFI Realty Trust to enter into this agreement, and that NFI Realty Trust is legally bound hereby. Pursuant to the vote of the Nantucket Islands Land Bank Commission on April 14, 2026, Rachael Freeman, the Executive Director of the Land Bank is authorized to sign this license agreement duly approved by the Land Bank Commission.
10. This agreement shall be effective upon execution through October 15, 2026.

For NFI Realty Trust:

For the Nantucket Land Bank:

John Brazilian, Esquire

Rachael Freeman, Executive Director

Date: April, 2026

LICENSE AGREEMENT

This Temporary License Agreement (this “License”) is executed this ___ day of May, 2026, 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, 2026, through September 13, 2026, 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 Licensor 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 Licensor 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 Licensor in the event of cancellation or modification of the policy or policies. Licensee shall provide the Licensor with certificates of insurance prior to entering the Licensed Premises and at such other times as the Licensor 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 Licensor and shall name the Licensor as an additional insured party. Prior to the commencement of any work, the Licensee shall provide the Licensor 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 Licensor 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 Licensor 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 Licensor's Property, including Licensed Premises, 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 Licensor's Property, including the Licensed Premises. The Licensee agrees that it shall use and occupy the Licensed

Premises at its own risk, and the Licensor 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 Licensor 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 Licensor 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 Licensor, 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 Licensor in any contract or to incur any liability for or on the part of the Licensor.

(f) The Licensor reserves the right and Licensees shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Licensed Premises at any time for any and all purposes at Licensor's sole discretion, provided that Licensor'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

Exhibit A
DESCRIPTION OF LICENSED PREMISES

SEE ATTACHMENTS

- GIS MAP
- Aerial Location of General Operations



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 03/26/2026
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



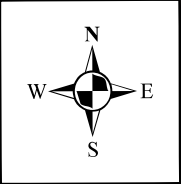
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Geometry updated 03/26/2026
Data updated Jan. 2021

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

Cisco Beach Vendor Use Area 2026



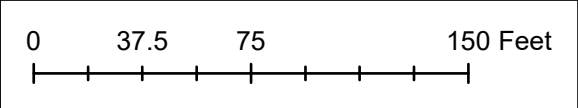
Gate:
Vendor Vehicles
Only

Vendor Use Area

Parking Area

Falmouth Rd
Access Route

Approximate Location of Bank
May 2026



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

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

James F. Lentowski
Notary Public
Printed name:
My commission expires:
JAMES F. LENTOWSKI
Notary Public
My Commission Expires January 31, 2003

E:\wp\ncf\cisob\landban2.ded

NANTUCKET LAND BANK
CERTIFICATE
 Paid \$ _____
 Loanpt. A
 Non-liquidable
No. 19200 Date 1/5/00
Authorization E. Keefe

0646 Parcel 262

EXHIBIT "A"

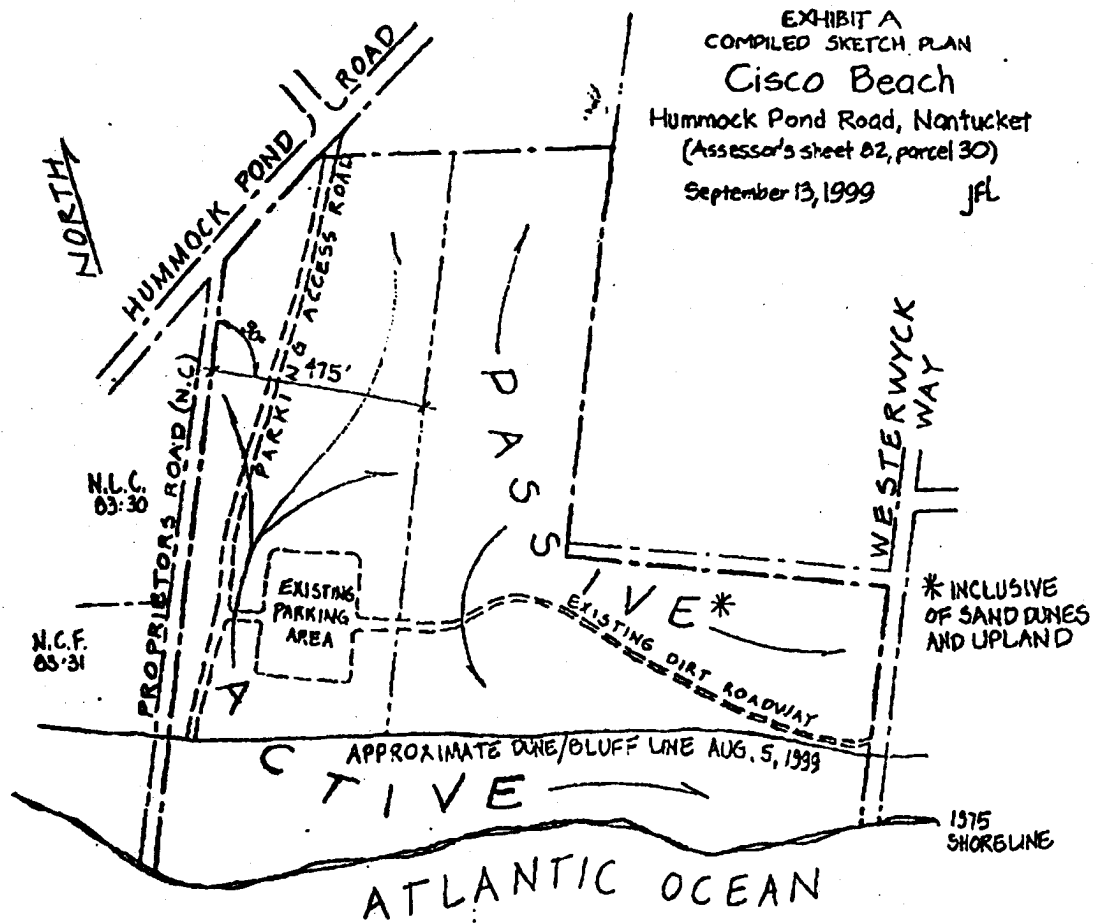


EXHIBIT A
COMPILED SKETCH PLAN

Cisco Beach

Hummock Pond Road, Nantucket
(Assessor's sheet 02, parcel 30)

September 13, 1999 JFL

NORTH

HUMMOCK POND ROAD

PROPRIETORS ROAD (N.C.)

PARKING AREA

EXISTING PARKING AREA

PASSIVE

ACTIVE*

EXISTING DIRT ROADWAY

APPROXIMATE DUNE/BLUFF LINE AUG. 5, 1999

ATLANTIC OCEAN

WESTERWYCK WAY

* INCLUSIVE OF SAND DUNES AND UPLAND

1575 SHORELINE

**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. FOWLKES is now the duly-elected and qualified CHAIRMAN, and JEANNE W. RIGGS 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 2026 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 2026 summer season only and is revocable at will at any time, should issues arise.

LICENSE AGREEMENT FOR SURF SCHOOL

THIS LICENSE AGREEMENT FOR SURF SCHOOL (“LICENSE AGREEMENT”), is made and entered into as of this ___ day May of 2026 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, 2026**, and shall terminate on **September 27, 2026, 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



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 03/26/2026
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



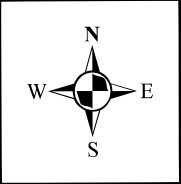
**MAP FOR REFERENCE ONLY
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Geometry updated 03/26/2026
Data updated Jan. 2021

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

Cisco Beach Vendor Use Area 2026



Gate:
Vendor Vehicles
Only

Vendor Use Area

Parking Area

Falmouth Rd
Access Route

Approximate Location of Bank
May 2026

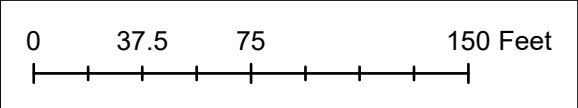
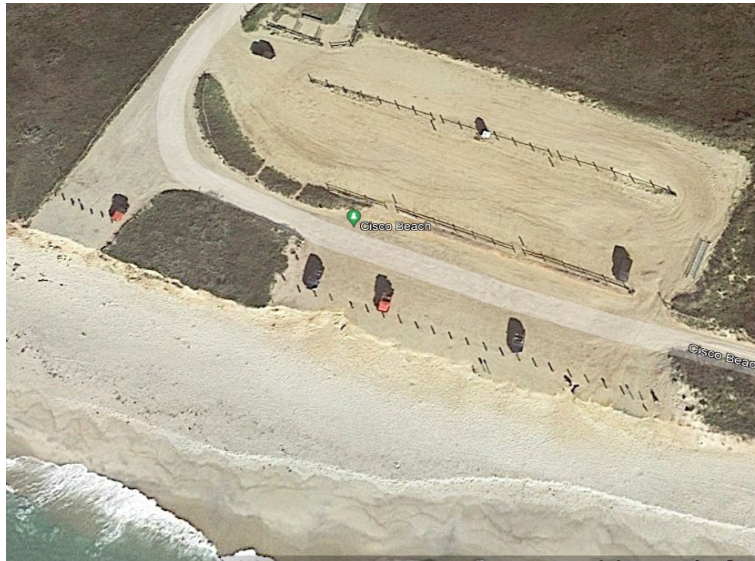


Exhibit B

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.



**REQUESTS FOR TEMPORARY PRIVATE or COMMERCIAL 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 photo shoots and filming which require 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: Hospital Thrift Shop, Inc. (Mary Casey)
MAILING ADDRESS: P.O. BOX 3 17 India Street, Nantucket 02554
TELEPHONE: (508)-228-1125 **E-MAIL:** manager-hospitalthriftshop@gmail.com

Proposed Location of EVENT: Donation Drop-off @ Long Pond Parking Lot
DATE of EVENT: start 6/4/2026 **TIME of EVENT:** 8AM-9AM
end 10/1/2026 (June 4th - October 6th)
Description / Anticipated # of attendees: friends, family, catering staff

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

Our Hospital Thrift Shop truck will come to the parking lot on Thursday mornings (from 4:45 AM to 9 AM) to meet donors with their items. We will post yard signs at the end of the road to direct people to the location.

*

Approved/Denied: _____

Special Projects Coordinator

Date: _____

Approval date

Staff Comments: _____



**REQUESTS FOR TEMPORARY PRIVATE or COMMERCIAL 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 photo shoots and filming which require 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: Nantucket Conservation Foundation c/o ACKtivities
MAILING ADDRESS: 118 Cliff Road Nantucket, MA 02554
TELEPHONE: (508)228-6648 **E-MAIL:** Aisling Glynn
aisling@acktivities.com

Proposed Location of EVENT: 113 Madaket Road and Barrett Farm Road parking lot
DATE of EVENT: July 11, 2026 **TIME of EVENT:** 6:00-10:00pm

Description / Anticipated # of attendees *friends, family, catering staff:* 225 people

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

Nantucket Conservation Foundation is hosting an event on their property at Sanford Farm. They would like to utilize the Land Bank's property at 113 Madaket Road and the Barrett Farm Road parking lot as overflow parking for the event. This event is not a fundraiser, but a Stewardship Dinner. In case of rain, this event will take place at the Sconset Casino and this land use will not be needed. No other aspects of this event will impact the Land Bank's property.

Proposed Parking Map Attached

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 Cultural Affairs and Special Events Coordinator, Deana Weatherly at 508-228-7200 ext. 7314 or by email to dweatherly@nantucket-ma.gov

