

AGENDA
Nantucket Land Bank Commission
Special Meeting of November 3, 2022
Land Bank Conference Room, 22 Broad Street

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS

2. REGULAR BUSINESS

- a. Execution of Memorandum of Understanding with Town – Walking Trail, Lot 25, Cannonbury Lane
- b. Execution and Acceptance of Easement – Walking Trail, Lot 25, Cannonbury Lane

3. PROPERTY MANAGEMENT

- a. 50 Old South Road/Discovery Playground – Maria Mitchell Association Request

7. COMMISSIONERS ADDITIONAL QUESTIONS AND CONCERNS

B. EXECUTIVE SESSION: *The Executive Session is for Purpose 6 [G.L. c. 30A, 21(a)(6)]. The particular transactions and parcels of real estate are not identified since disclosure of the property information may have a detrimental impact on the Land Bank's negotiating position with one or more third parties. The Commission will not reconvene in open session at the conclusion of executive session.*

1. Real Estate Acquisition

C. ADJOURNMENT

**Memorandum of Understanding
Between
Town of Nantucket
And
Nantucket Islands Land Bank

Morey Lane Trail System**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 2 day of Nov., 2022, between the Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 ("Town") and the Nantucket Islands Land Bank, a Massachusetts governmental body, acting by and through its Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (the "Land Bank").

RECITALS

WHEREAS, the Town and the Land Bank (collectively, the "Parties") have agreed that the recreational and educational interests of the Town and the recreational and conservation interests of the Land Bank will be served by of construction and maintenance of new walking trails on Town and Land Bank property, shown as the "Proposed Trail" on the plan attached hereto as Exhibit A (the "New Trail"); and

WHEREAS, as shown on Exhibit A, the Land Bank and the Town each own certain parcels of vacant land will be crossed by the New Trail, being:

Owner	Address	Assessor Map/Parcel	Title Reference
Town+Land Bank	315R Milestone Rd	73/21.1	B319 P29 & P38
Town	50 Main St, Sconset	73/16	B116 P457
Land Bank	2 Bluefish	73/53	C12899
Land Bank	4 Bluefish	73/56	C12899
Land Bank	6 Bluefish	73/57	C12899
Land Bank	8 Bluefish	73/58	C12899
Land Bank	10 Bluefish	73/59	C12899
Land Bank	Off Bluefish	73/79	C12899
Land Bank	2 Bass	73/60	C12899
Land Bank	4 Bass	73/61	C12899
Land Bank	6 Bass	73/62	C12899

Land Bank + Town (easement only)	44 Cannonbury	73/30	B1819 P316
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WHEREAS, the Town and the Land Bank agree that the Land Bank may install and maintain the New Trail subject to the conditions stated herein.

NOW THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Permitting. As soon as reasonably feasible after the execution of this MOU, the Land Bank shall obtain the licenses and approvals required to authorize installation of the New Trail in approximately the location shown on Exhibit A. The parties acknowledge that the location of protected species and habitats may require minor revision of the location of New Trail and that the exact New Trail location may be changed by the Land Bank in its discretion to meet the requirements of permitting authorities. The Town shall cooperate in applying for any required authorizations, signing any forms which may be reasonably required by the Land Bank. The Town's authorized representative for executing such forms and applications is the Town Manager, unless the Town notifies the Land Bank of a change in the authorized representative.
2. Construction and Maintenance. After obtaining all required authorizations, the Land Bank shall install the New Trail on the permitted location. Thereafter, the Land Bank will maintain the New Trail in reasonably passable condition. The Land Bank shall assume all costs for the permitting, construction and maintenance of the New Trail.
3. Use. The Land Bank, in conjunction with the Town, shall design and maintain the New Trail for pedestrian use by the public. It will install signs at access points inviting public access.
4. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by facsimile, by hand or mailed, postage prepaid, by registered or certified mail, or by overnight express delivery with receipt required, in the case of the Town to:

Ms. C. Elizabeth Gibson, Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

In the case of the Land Bank:
Nantucket Islands Land Bank
22 Broad Street

Nantucket, MA 02554
Attn: Ms. Jesse Bell, Executive Director

Or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed or sent by overnight express, when received by the party to whom it is addressed, or if sent by facsimile, on the same business day as sent.

IN WITNESS WHEREOF the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
acting by and through its
Select Board



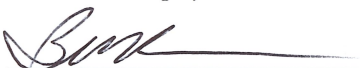
Jason Bridges

Dawn E. Hill Holdgate



Matthew G. Fee

Melissa Murphy



Brooke Mohr

NANTUCKET ISLANDS LAND BANK
acting by and through its Commission

Neil Paterson

Allen B. Reinhard

Mark Donato

Kristina Jelleme

John J. Stackpole



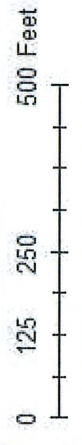
Milestone Rd

New St

Morey Ln

Legend

- Existing Trail
- Proposed Trail
- 5-foot Public Access Easement
- Town Property
- Land Bank Property
- Sconset Trust Property
- Nantucket Conservation Foundation Property



Grant of Easement

CANNONBURY HOLDINGS 1, LLC, a Massachusetts limited liability company, and CANNONBURY HOLDINGS 2, LLC, a Massachusetts limited liability company, as Trustees of the CANNONBURY LANE HOMEOWNERS ASSOCIATION TRUST, under Declaration of Trust dated as of July 1, 2020, recorded with Nantucket Deeds in Book 1757, Page 1, having a mailing address of 867 Boylston Street, 4th Floor, Boston, Massachusetts 02116 (the "Grantor"), as the owner of that certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 44 Cannonbury Lane, Siasconset, being Lot 25 ("Lot 25") on plan recorded with Nantucket Deeds as Plan File 5-B ("Plan File 5-B") and the fee in the streets and ways located in Nantucket (Siasconset), Nantucket County, Massachusetts, now known as Cannonbury Lane and Westerwick Drive shown Plan File 5-B, by virtue of deeds recorded with Nantucket Deeds in Book 1819, Page 316 and Book _____, Page _____, for consideration paid of One Dollar (\$1.00), grant to the TOWN OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its Select Board (the "Town"), having a mailing address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554, and the NANTUCKET ISLANDS LAND BANK, a body politic and corporate, created by Chapter 669 of the Acts and Resolves of the Massachusetts General Court, as amended from time to time (the "Land Bank"), having a mailing address of 22 Broad Street, Nantucket Massachusetts 02554, as the owners of that certain parcel of land, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 315R Milestone Road, Siasconset, being Lot 2 on plan recorded with Nantucket Deeds as Plan File 32-H ("Lot 2"), by virtue of two eminent domain takings by the Town dated February 15, 1989, recorded in said Deeds Book 319 Page 29 and Page 38 (the Town and the Land Bank being hereinafter collectively referred to as the "Grantees"), a permanent, non-exclusive easement, appurtenant and in gross, to pass and repass on foot between Low Beach Road and Lot 2 within such portions of Cannonbury Lane and Westerwick Drive shown on Plan File 5-B as are owned in fee by the Grantor by operation of law or otherwise, and within that portion of Lot 25 as lies within five (5) feet of the southerly boundary of Lot 25 with Lot 24 on Plan File 5-B, which portion of Lot 25 is shown as "5.0' Walking Trail Easement" on a plan drawn by Blackwell & Associates, Inc., dated May 9, 2022, entitled "Exhibit Plan of Land," a copy of which is attached hereto as Exhibit A (the "Lot 25 Easement Area").

The Land Bank shall be responsible, at its sole cost and expense, for constructing a pedestrian walking trail within the Lot 25 Easement Area and for maintaining such trail in a good and safe condition, including, but not limited to, the cost of any and all necessary permitting. The Land Bank, with the Town's cooperation, shall obtain any and all proper permits required for the

exercise of the easement rights granted hereunder and shall ensure that such permits are properly closed out upon completion of any work so permitted. If the Grantees shall fail to maintain such trail in a good and safe condition, then the Grantor or the Grantor's successors or assigns shall have the right, but not the obligation, to perform any maintenance or repairs that the Grantor may deem necessary or prudent in the Grantor's sole and absolute discretion, and in such event any costs incurred by the Grantor shall be the responsibility of the Grantees.

Upon any disturbance of any portion of the Grantor's land that is subject to the easement rights granted herein(a) in connection with the creation of such a pedestrian walking trail by the Grantees, or (b) in the exercise of the easement rights granted herein by anyone authorized to use the easement by the Grantees, including the public, the Grantees shall, at the Grantees' sole cost and expense, as speedily as reasonably practicable thereafter, restore such disturbed area substantially to the condition it was in immediately prior to such disturbance, including restoration or replacement of any and all plantings and vegetation.

In the exercise of the easement rights granted herein, the Grantees shall permanently undertake and agree to defend, indemnify, save, and hold forever harmless the Grantor from and against any and all loss, liability, damage, or expense which the Grantor may incur as a result of use or exercise of the easement rights created hereunder by the Grantees or anyone authorized to use the easement by the Grantees, including the public. This indemnity shall run with the land and shall bind and inure to the benefit of the parties hereto and their successors in title and assigns.

Such easement is for the benefit of the Grantees and such persons as the Grantees may from time to time authorize, including members of the public, and shall be held by the Grantees in gross and as appurtenant to Lot 2.

This Grant of Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

For Grantor's title, see deed recorded with Nantucket Deeds in Book 1819, Page 316, and Book _____, Page _____.

* * * * *

Signature page follows

Executed and sealed on November ____, 2022.

CANNONBURY HOLDINGS 1, LLC and
CANNONBURY HOLDINGS 2, LLC
as TRUSTEES of CANNONBURY
LANE HOMEOWNERS
ASSOCIATION TRUST

By:

Alfred Terry Sanford, Authorized Signatory

Commonwealth of Massachusetts

_____, ss.

On this ____ day of November, 2022, before me, the undersigned notary public, personally appeared Alfred Terry Sanford, authorized signatory of Cannonbury Holdings 1, LLC and Cannonbury Holdings 2, LLC, as Trustees of Cannonbury Lane Homeowners Association Trust, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, as his free act and deed, for its stated purpose on behalf of Cannonbury Holdings 1, LLC and Cannonbury Holdings 2, LLC, as Trustees of Cannonbury Lane Homeowners Association Trust.

Notary Public

Printed name:

My commission expires:

ACCEPTANCE BY NANTUCKET SELECT BOARD

We, as a majority of the Select Board for the Town of Nantucket, hereby accept and approve the foregoing Grant of Easement pursuant to the authority of Article III, Section 3.3, of the Town Charter, St. 1996, c. 289, §1.

Dated: November 2, 2022


Town of Nantucket

By its Select Board




Jason Bridges

Dawn E. Hill Holdgate



Matthew G. Fee

Melissa K. Murphy


Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this 2 day of November, 2022, before me, the undersigned notary public, personally appeared Jason Bridges, ~~Dawn E. Hill Holdgate~~, Matthew G. Fee, ~~Melissa K. Murphy~~ and Brooke Mohr, being the members of the Nantucket Select Board, personally known to me to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, as their free act and deed, for its stated purpose on behalf of the Town of Nantucket.

Erika Davidson Mooney

Notary Public

Printed name: Erika Davidson Mooney
My commission expires: 11/1/2024



ACCEPTANCE BY NANTUCKET ISLANDS LAND BANK

We, as a majority of the Nantucket Islands Land Bank Commission, hereby accept and approve the foregoing Grant of Easement pursuant to the authority of Chapter 669 of the Massachusetts Acts of 1983 as amended.

Dated: November ____, 2022

Neil Paterson

Allen B. Reinhard

Mark Donato

Kristina Jelleme

John J. Stackpole

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of November, 2022, before me, the undersigned notary public, personally appeared Neil Paterson, Allen B. Reinhard, Mark Donato, Kristina Jelleme, and John J. Stackpole, being the members of the Nantucket Islands Land Bank Commission, personally known to me to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, as their free act and deed. for its stated purpose on behalf of the Nantucket Islands Land Bank.

Notary Public

Printed name:

My commission expires:

**EXHIBIT A
TO
GRANT OF EASEMENT**

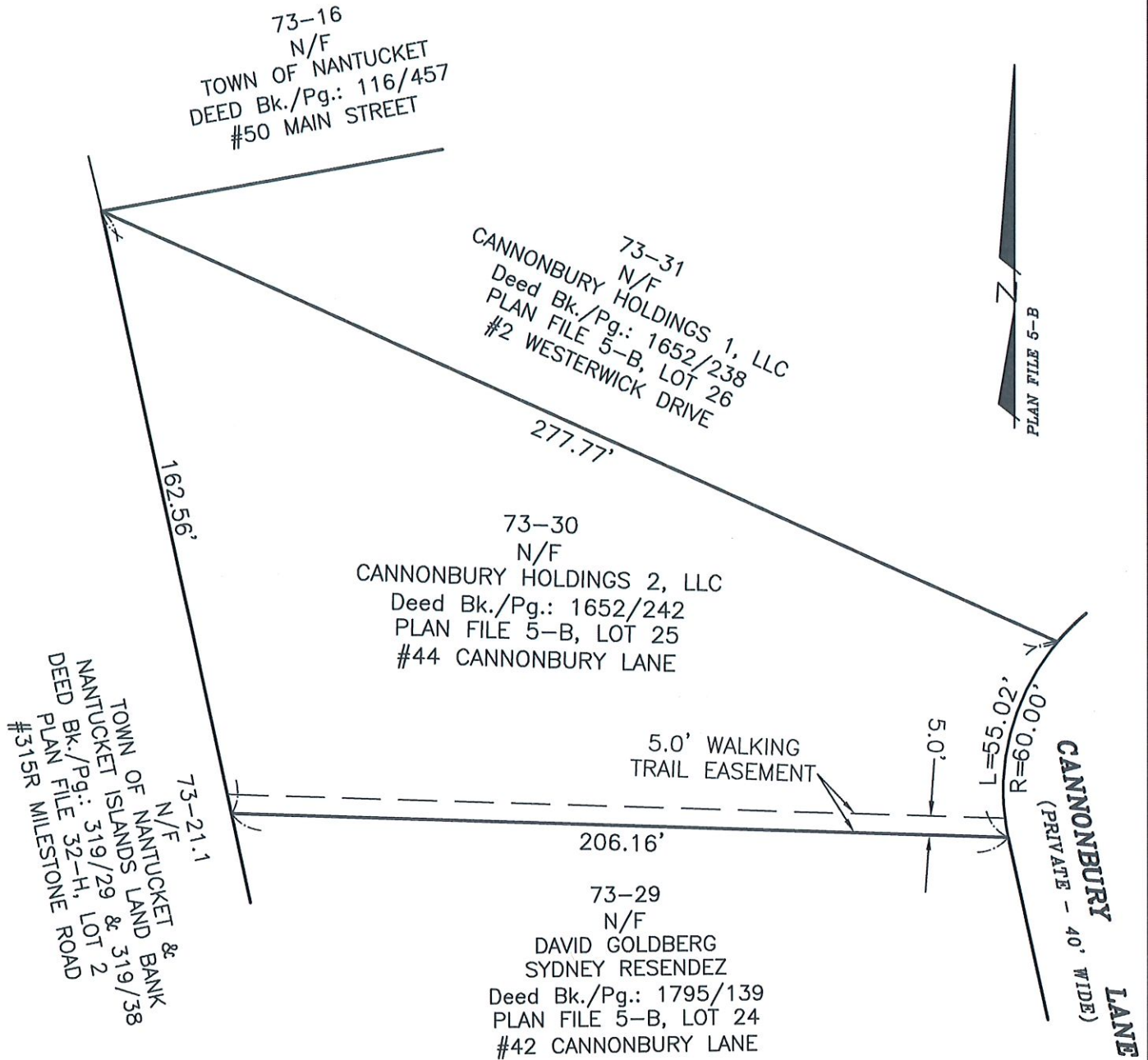


Exhibit
Plan of Land
in
Nantucket, Mass.
Prepared for
CANNONBURY HOLDINGS 2, LLC

Scale: 1" = 40' May 09, 2022

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



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 fee.

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

APPLICANT NAME: Maria Mitchell Association 410 Jorucke Gurley
MAILING ADDRESS: 4 Vestal St, Nantucket MA 02554
TELEPHONE: (508) 228-9198 E-MAIL: jgurley@mariamitchell.org

Proposed Location of EVENT: 54 Old South Road Discovery Park
DATE of EVENT: Sundays through 12/16 TIME of EVENT: 10-2pm or 11-1pm

Description / Anticipated # of attendees friends, family, catering staff: Regular Park attendees (non additional)

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

This community-based (free) program is geared toward patrons (existing) of the Discovery Park to expose young and adult learners ~~about~~ to various STEAM Activities as well as to learn more about aquatic + terrestrial species both native and non-native to Nantucket. We offer hands on activities that foster community engagement and building family relationships. Animals are in enclosures and not able to reproduce (purely educational)

Approved/Denied: _____

Executive Director

Date: _____

Approval date

Staff Comments: _____

ⁱ Applicants must be in full compliance with Health Department, Fire, Police, and Natural Resources regulations.

Contact Town of Nantucket Events Coordinator, Marina Dzvoniak at 508-325-4166 or by email to

mdzvoniak@police.nantucket-ma.gov

Maria Mitchell Association OCTOBER

PROGRAMS

Ravenous Reptiles

Touch or hold several of the display animals at the MMA Natural Science Museum, before it opens! Offered daily from 9am-10am.

Scallop-Themed Nature Story Hour

Hear a MMA educator read a scallop-themed book, and follow up with an activity related to the story. Offered Fridays through Sundays at various times.

Bug Bonanza

Learn how to collect insects, use microscopes, and identify the creatures you catch. Offered Fridays and Saturdays at various times.

Scallop Shell Painting

Create decorative scallop shells that can be used for holiday ornaments or decorative trinkets. October 9 from 6pm - 7:30pm.

Owl Prowl

Join MMA's field ornithologist to listen and watch for owls as they begin their nightly activity. Offered October 13, 27, and 29 at various times. Children 8 and up are welcome.

Nantucket Bird Walk

Join MMA's field ornithologist to look for amazing Nantucket birds, hear fun facts, and learn local natural history.. Offered Saturdays from 7:45am - 10am.

Open Nights

Join MMA astronomers for a tour of Nantucket's night sky through our historic refractor and our modern research telescope. Offered Thursdays from 8pm-9pm.

Discovery Sundays

MMA Staff will bring an animal touch tank, plus fun and free activities, to the Discovery Playground at Hinsdale Park. Offered Sundays from 10am - 2pm.

For more details, visit:
mariamitchell.org/calendar

**Maria
Mitchell**
Association