

AGENDA  
Nantucket Land Bank Commission  
Regular Meeting of April 9, 2024  
Land Bank Conference Room, 22 Broad Street, Nantucket, MA

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS
2. AGRICULTURAL MANAGEMENT
  - a. Community Garden/50 Old South Road – Update
3. PROPERTY MANAGEMENT
  - a. 4 Polpis Harbor Road – Watercraft Sticker Program Proposal
  - b. 15 Burnt Swamp Lane – Naming Discussion
  - c. 321 Polpis Road – Naming Discussion
  - d. Memorandum of Understanding with Mass Audubon
  - e. Pine Valley Civic Association – Membership Request
  - f. 17 Commercial Wharf – Use Request (Staging for House Move)
  - g. Hummock Pond – Nantucket Pond Coalition Request
  - h. Cisco Beach Mobile Vendors – Update
  - i. NHA/Ottisons – Conversation Update
  - j. Maria Mitchell Association – Depot Building Relocation Proposal
4. GOLF BUSINESS
  - a. Capital Item Request – Committee Recommendation
5. REGULAR BUSINESS
  - a. Annual Town Meeting – Warrant Article Review
  - b. Housing Documentary – Interview Request
  - c. Nantucket Owner’s Manual – Podcast Participation Request
6. TRANSFER BUSINESS
  - a. “M” Exemption Update
7. APPROVAL OF MINUTES
  - a. Regular Meeting of March 26, 2024
8. CONSENT ITEMS
  - a. Monthly Transfer Statistics
  - b. Warrant Authorization – Cash Disbursement
  - c. 40 Western Ave – Bench Request
  - d. Cisco Proprietors’ Road – Approval and Execution of License Agreement with Town of Nantucket
  - e. Town of Nantucket Conveyance – Acceptance and Execution of Deed for “Parcel B, Conservation Area” on a plan of land entitled “Division Plan of Surfside Wastewater Treatment Facility Land in Nantucket, MA Showing Parcels A & B,”

dated April 23, 2023, prepared by Blackwell & Associates, Inc.,” recorded with Nantucket County Registry of Deeds as Plan No. 2023- 25, containing 16.1853 ± acres.

## 9. 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; and for Purpose 3 [G.L. c. 30A, 21(a)(3)], discussions concerning strategy with respect to ongoing litigation. The Commission will not reconvene in open session at the conclusion of executive session.*

1. Approval of Executive Session Minutes
2. Ongoing Litigation Matters:
  - a. Suffolk Superior Court Docket No. 2284CV02606: Richard Corey, Trustee of Twenty-One Commercial Wharf Nominee Trust v. Massachusetts Department of Environmental Protection, Nantucket Islands Land bank, and Nantucket Conservation Commission. (Petrel Landing/17 Commercial Street)
  - b. Land Court Department Action No. 22 MISC 000409: Nantucket Islands Land Bank v. Hunter S. Ziesing and Marcy E. Ziesing, Co-Trustees of the Lampion Nominee Trust (6 Wesco Place)
  - c. Nantucket Superior Court, C.A. No. 2275CV00024: NILB v. Architectural Access Board – Easy Street Park Variance denial
3. Real Estate Acquisition

## C. ADJOURNMENT



Nantucket Land Bank Commission  
Regular Meeting of April 9, 2024 (4pm)  
Land Bank Conference Room, 22 Broad Street, Nantucket, MA

## **STAFF REPORT**

### **1. AGRICULTURAL MANAGEMENT**

#### **a. Community Garden/50 Old South Road – Update**

The Community Garden is moving forward rapidly with an anticipated opening this spring. We received engineering plans for the parking lot with the drainage (in packet) and once the property is staked, Victor Brandon will install the new parking lot and access road. We will have to close the park temporarily while the work is being done and that will be announced through social media and signage.

You may have seen the lottery for garden plots being advertised – this will remain open for the month of April and the Community Garden Committee will be attending events, handing out flyers, etc., to get the word out. There will also be radio, newspaper, and online ads published/disseminated. As of this morning (4/3) there have been 78 signups for about 40 plots. Please review the draft garden rules in the packet and let Susan know if you have any questions.

Lastly, Toscana Corporation has generously donated compost for the garden beds.

### **2. PROPERTY MANAGEMENT**

#### **a. 4 Polpis Harbor Road – Watercraft Sticker Program Proposal (Eleanor)**

The Commission tabled this item from the last meeting, requesting more time to review and consider the information provided by staff. That information is included again in this packet. The only thing staff is continuing to research with Town Counsel is whether it is legal to charge an impound fee, the answer to which we hope to have by the meeting.

#### **b. 15 Burnt Swamp Lane – Naming Discussion**

Staff has done diligence on Native American names for consideration, as well as brainstormed some additional names. The list is included in the packet.

#### **c. 321 Polpis Road – Naming Discussion**

In anticipation of opening this property up to the public this spring, we internally asked around for naming ideas. Staff has come up with one suggestion – *Windswept Overlook* – but we are open-minded to other suggestions the Commission may have.

**d. Memorandum of Understanding with Mass Audubon**

This MOU essentially mirrors the collaborative agreement we have in place with the Nantucket Conservation Foundation for forest management work, the impetus of which was a southern pine beetle outbreak on NCF property and an urgent need for additional resources. Staff recommends approval, particularly in light of the pitch pine forests the Land Bank owns that are adjacent to and shared with Lost Farm.

**e. Pine Valley Civic Association – Membership Request**

Commissioner Donato requested that this item be on the agenda. We do not have any information at this time but we are told some is forthcoming.

**f. 17 Commercial Wharf – Use Request (Staging for House Move)**

More detailed, up-to-date information will be provided by Rachael at the meeting, but as a reminder, in the Commission’s agreement with NIR, we agreed to grant them (and their contractors and subcontractors) a temporary license to enter our property at 17 Commercial Wharf (aka Petrel Landing) solely to store material and equipment and engage in staging activities necessary to move the building from 15 Commercial Street to 29 Commercial Wharf. By the terms of the agreement, this temporary use is allowed to continue for a period of up to thirty (30) continuous days, provided that it shall end no later than May 15, 2024. Prior to the termination of the temporary license, Petrel Landing is required to be restored to substantially the same condition as it was at the commencement of use by NIR, including without limitation, removal of all equipment and debris, and filled, smoothed and graded to its original grade.

**g. Hummock Pond – Nantucket Pond Coalition Request**

Bob Williams of the Nantucket Pond Coalition is requesting that the Land Bank partner with the Nantucket Conservation Foundation (“NCF”), Nantucket Pond Coalition (“NPC”), and the Nantucket Land and Water Council by financially contributing to a Poly Aluminum Chloride Treatment in Head of Hummock Pond which will take place on July 16, 2024. The abutters, NCF, and NPC have agreed to contribute \$10,000, and Mr. Williams is asking the Land Bank to also contribute \$10,000. Detailed materials about the treatment are enclosed – the contract included is dated 2022 but the new 2024 contract is anticipated to have identical terms. In addition and as an aside, the Nantucket Pond Coalition has also expressed an interest in contributing to the Consue Spring invasives treatment on the order of \$10,000. Staff recommends approval.

**h. Cisco Beach Mobile Vendors – Update**

Eleanor went before the Board of Health on March 22, 2024 for a modified variance request which, after a lengthy discussion, was denied. As a result, no food vendors will be allowed at Cisco Beach this summer. Eleanor can speak to this item at the meeting if the Commission has additional questions.



### **i. NHA / Ottisons – Conversation Update**

This is to update the Commission on an exploratory conversation about a potential future collaboration with the NHA regarding the Ottison’s interior collections.

### **j. 28 Washington St/Maria Mitchell Association – House Relocation Proposal**

The Maria Mitchell Association (“MMA”) is requesting an extension of their license to June 15th (up until the over-the-road permit deadline) as well as a place to store the depot building on Land Bank property, an idea formerly proposed by our Chairman. Staff has done the diligence and confirmed that it can fit on the Pease property at 166 Hummock Pond Road. The MMA is proposing to pay for the cost of permitting as well as moving and securing the structure at its new location. Accordingly, the Land Bank is being asked to approve the extension without requiring any rent as agreed to under the existing lease (\$3,000/month), and also to store the building for two (2) or “up to” three (3) years while their new facility on Washington Street is being completed. Staff recommends approval on the condition that a written agreement is signed holding the MMA to the agreed-upon terms.

## **3. GOLF BUSINESS**

### **a. Capital Item Request – Committee Recommendation**

Information included in this packet was reviewed by Neil and Mark as members of the golf capital committee and the following summary has been provided by golf management staff:

Spring 2024 – Capital Items (total \$42,081):

- A new beverage station to house the new water and ice machine is being requested (\$10,099). Basically a small cabinet to house the ice water machine and keep it out of the elements.
- A new stainless steel water and ice machine to replace the old one at the starter stand - the old one will be moved (\$7,090). This is frequently used by golfers to fill up a water bottle before they tee off.
- Fiberbuilt mats – we would like to replace the old mats on the driving range. They typically last 3-4 years, and we will throw out old ones (\$18,188). They are the mats on the driving range that you hit off instead of the grass.
- High-top tables for the Miacomet Bar. We have three currently and would like 2 more (\$4,494). The tables would replace the smaller tables that end up in front of the exit doors and allow for more people in the bar area.
- Stools to replace the older worn-down ones (\$2,210). These stools would replace the older leather stools. The older stools are starting to show their age and are falling apart.

## **4. REGULAR BUSINESS**

### **a. Annual Town Meeting – Warrant Article Review**

Enclosed are summaries, maps, and additional details on warrant articles that are directly

related and/or may be of interest to the Land Bank Commission on the upcoming Annual Town Meeting warrant.

**b. Housing Documentary – Interview Request**

Jasper Craven (son of Jay Craven who has done some off-season films on Nantucket in recent years) is doing a documentary on the housing crisis and has requested an on-camera interview with the Land Bank’s Executive Director. This production is largely being staffed by students and the filming is being done in April – they are hoping to wrap up in May. They have expressed that they would like to get a diversity of perspectives for the film in order to accurately portray the issue from all angles. Jasper has offered to give the Land Bank editorial review of any footage captured prior to inclusion in the film, and an abbreviated version may be featured at the Nantucket Film Festival.

**c. Nantucket Owner’s Manual - Podcast Interview Request**

Grant Sanders has expressed an interest in interviewing the Land Bank’s Executive Director once or maybe even quarterly to talk about dog issues, the cross-island trail or other hidden trails, or any new initiatives we have coming up. If this ends up being a quarterly podcast, we may want to feature other Land Bank perspectives (field crew member, environmental team member, etc.).

**5. TRANSFER BUSINESS**

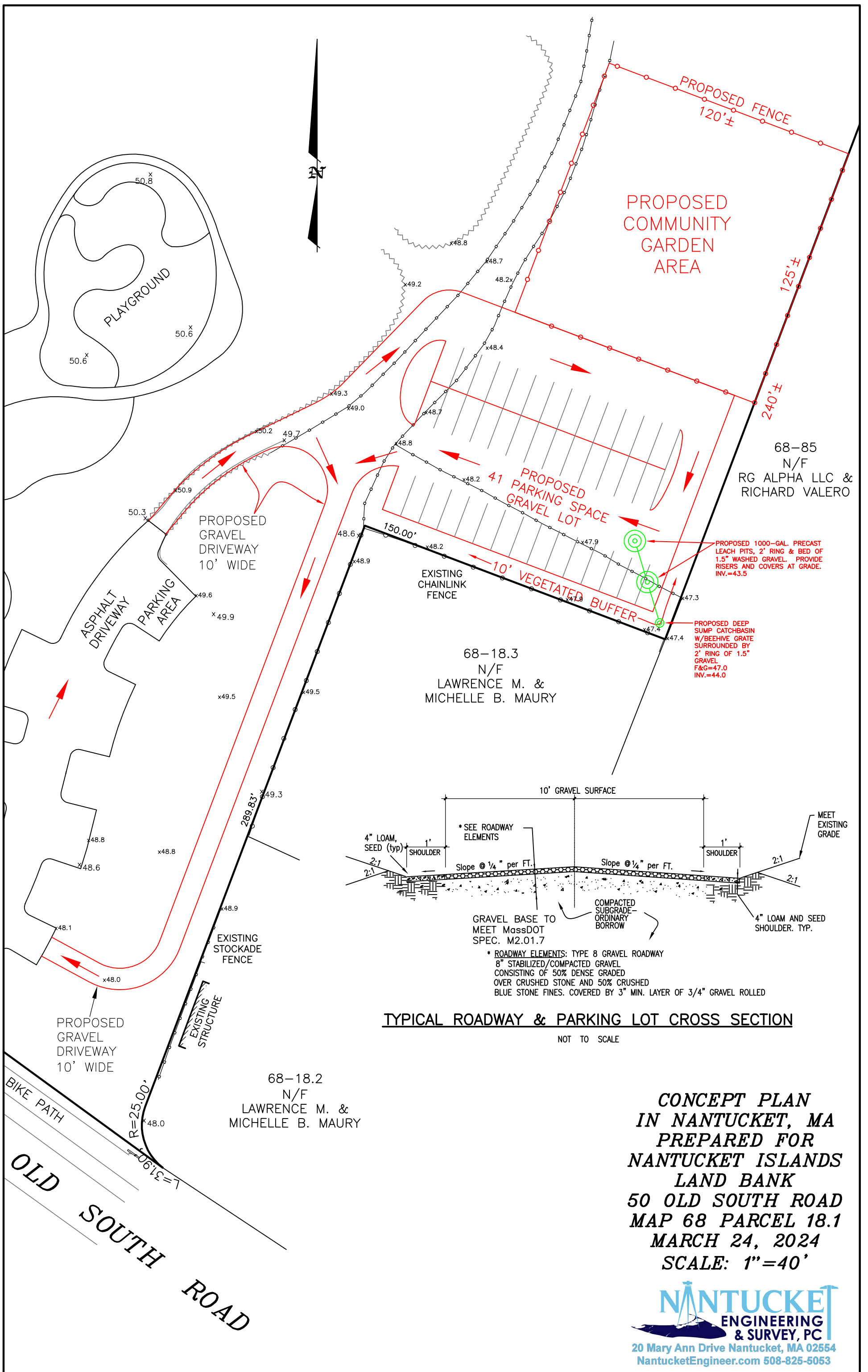
**a. “M” Exemption Update**

A letter requesting an extension is included in the Commission’s packet for review.

**6. CONSENT ITEMS**

**40 Western Ave – Bench Request**

This is Diane Ropitzky Kerr’s bench request to donate a memorial bench in honor of her sister, Carrol Ropitsky Miller, who passed away earlier this year. Carrol had a longstanding connection to the property in Surfside as she lived at 18 Western Avenue since the 1920s. There is an existing memorial bench in honor of her brother Daniel Ropitsky at this Land Bank property located at 40 Western Avenue. If the Commission approves of this request, she would love to have the bench positioned next to her brother’s existing bench. Staff feels this request falls within the guidelines and parameters of our existing bench policy which prioritizes benches for those who have a demonstrative connection to a particular property. Unrelated but of potential interest to the Commission, is that Diane’s husband, Tom Kerr, is the nephew of Sylvia Marble.



**CONCEPT PLAN  
IN NANTUCKET, MA  
PREPARED FOR  
NANTUCKET ISLANDS  
LAND BANK  
50 OLD SOUTH ROAD  
MAP 68 PARCEL 18.1  
MARCH 24, 2024  
SCALE: 1"=40'**



## Nantucket Land Bank Community Garden Policy

### March 2024

1. The distribution of plots will be based on a lottery system, conducted by the Nantucket Land Bank (NLB). The lottery system will be random with priority given to households without access to land on which to garden. The first drawing will include those entries. If there are more plots available after the first drawing, a second drawing will be conducted from the remaining pool of applicants. Limit of one plot per address.
2. ADA-accessible plots are available. If in any given year, no residents with disabilities apply for an accessible plot, that plot may be assigned to a nondisabled applicant, with that applicant's explicit understanding that they will have to relinquish that plot in subsequent year(s) to a resident with a disability and be reassigned to a non-accessible plot.
3. A Garden Coordinator will be chosen by the NLB from the gardeners who are assigned a plot. Coordinators play a critical role in the garden, and in general, handle the following tasks: orient new gardeners to operating procedure, answer questions, relay relevant information to the NLB, and settle disputes.
4. Gardeners must keep gardens clean. No littering allowed. Initial Spring and final Fall clean-ups of the garden are required. During the season, gardens should be weeded, and all fallen fruit/vegetables should be removed. At the end of the season, all material, including stakes, must be removed (unless being used for perennials). Plot gardeners are required to contribute up to 5 hours per season to clean community areas, turn compost, etc.
5. Basic tools will be available for use and must be left in good condition in the designated area.
6. Compost only organic plant materials in the appropriate pile. Food scraps from home are strictly prohibited (including cooked foods, meats, dairy, eggs, or bones), as well as diseased plants (which should be placed in a plastic bag and disposed of in trash).
7. No feeding the animals grazing in the adjacent field or throwing food over the fence.
8. Organic gardening is required. Fertilizers, pesticides, and herbicides are prohibited.

9. Harvest is for personal consumption or donation, not commercial selling. Only pick from your own plot unless given permission by another plot user.
10. All plants must be kept within the limits of your plot and cannot shade others plots. Seasonal and temporary gardening structures such as trellises and cloches are allowed if they do not encroach upon paths, community spaces, or neighboring plots.
11. Planting of invasive species, cannabis, and trees is prohibited.
12. If garden is not planted by June 15<sup>th</sup> or not maintained all summer long, you will have 2 week(s) to rectify, or the garden plot will be tilled and reassigned. If you must abandon your plot for any reason, you must notify the garden coordinator. Transfer of plots is not allowed.
13. No pets in the garden.
14. No tobacco/e-cigs in garden.
15. No amplified music, radios, or other sound devices unless headphones or ear buds are used.
16. Children must be accompanied by an adult while in the garden. Do not leave children unsupervised. All gardeners and guests should respect others' space.
17. Gardeners must be present while watering. Water only within your plot and do not let it seep or flood into neighboring plots or paths. Conserve water by using mulch and hand watering plants. Notify the garden coordinator of any leaks ASAP.
18. Garden gate must be kept locked.
19. Lease agreement and liability waivers must be signed each year by each gardener.

*This policy may be revisited and amended from time to time as requested by the Commission.*



# COMMUNITY GARDEN PLOTS AVAILABLE



**SCAN TO  
ENTER  
THE  
LOTTERY**



50 Old South Rd



Lottery application  
due by April 30



Planting begins in  
June

**FREE TO USE  
IF SELECTED**



**PAPER  
APPLICATIONS  
AVAILABLE**

**QUESTIONS?**



508-228-7240



info@nantucketlandbank.org



## 15 Burnt Swamp Lane – Naming Discussion

Here are some names Emma came up with for 15 Burnt Swamp Lane awhile back based on her NHA research on Native American names for the area:

**Acamy Woods...** Quote from the Nantucket Native American Names book: "*Acamy* "The Pond Acamy" NCD (1659) 4:93. Today's Hummock Pond. A boundary between the Indians and English in the 17th century."

**Codspannet Field...** Quote from the book: "*Codspannett Field* N C D (1659) 4:93. North of Hummock Pond."

**Tawtemeo Trails...** Quote from the book: "*Tawtemeo*, "the hummuck pond" (Macy 1792), a boundary. See Acamy."

**Waquittaquag Preserve...** Quote from the book: "*Waquittaquaug* N C D (1660) 2:8, (1664) 1:5; *Waqutuquab* N C D (1660) 6:1. The Head of Hummock Pond, today, which was a bound mark for the purchase of the west end of the island from the Indians"

**Tamarack trails** (Tamarack is native American word for Larch trees – there are several on site)

**Hawthorne Hummocks** – (parking area is on Hawthorne Ln and Head of Hummock pond is to the west of property)

**Burnt Swamp Brook Commons or Trail** (there is small meandering brook on property)

**Burnt Swamp Woodland**

**Burn Swamp Trails**

**Burnt Swamp Sanctuary**

**Memorandum of Understanding  
Between  
Mass Audubon  
And  
Nantucket Islands Land Bank**

**Joint Projects**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this \_\_ day of \_\_\_\_\_, 2024~~3~~, between Massachusetts Audubon Society, Inc., a Massachusetts non-profit corporation, having an address of 208 South- Great Road, Lincoln, MA 01773 (hereinafter "Mass Audubon") and the Nantucket Islands Land Bank, a Massachusetts governmental body, acting by and through its Executive Director (as authorized by vote of the Commission on XXXX, 2024), having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (the "Land Bank"). (Mass Audubon and the Land Bank are hereafter collectively and alternately referred to as the "Parties".)

RECITALS

WHEREAS, from time-to-time property owned by either Party requires maintenance or management activities which exceed the capacity of the work force and/or equipment available on the owning Party's staff or within the owning Party's owned equipment (a "Project"); and

WHEREAS, the Parties desire to provide aid to each other on such occasions, subject to the non-owning Party's available resources, including workload at the relevant time; and

WHEREAS, the Parties wish hereby to create a general agreement which will provide a structure for working together on Projects.

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. Identification of and Invitation to a Project. If a Party has a Project with which it would find the other Party's resources useful or necessary, as soon as the Project is reasonably identifiable, the owning Party shall provide the non-owning Party with written notice (which may include email) of the following information about the Project:
  - a. The purpose and intended goals of the Project.
  - b. The location of the property where the Project will occur.
  - c. The date and time period expected for the Project.
  - d. The scope of work included in the Project, including the work force and

Formatted: Top: 0.75"

Formatted: Highlight



equipment which is requested from the non-owning Party.

2. Response to Invitation. As soon as reasonably possible, but in any event within thirty (30) calendar days after receiving notice pursuant to Paragraph 1, the non-owning Party shall respond to the owning Party in writing indicating whether or not the non-owning Party is able to participate in the Project, or with conditions upon which such participation would be possible. If the Parties agree that the non-owning Party will participate in the Project, the Parties agree to follow the procedures set forth hereafter.
3. Permitting. As soon as reasonably feasible after the Parties agree to work together on a Project, the owning Party shall obtain (if they are not already obtained) the licenses and approvals required to authorize the Project.
4. Performance of the Project. After obtaining all required authorizations, the owning Party shall establish the dates and project timeline for the Project. The owning Party will provide the non-owning Party with details of the scope of work and equipment it expects from the non-owning Party in connection with the Project. The owning Party shall control and manage the Project from commencement to completion. (As used herein, the "owning Party" is the Party which owns the land on which the Project will occur and the "non-owning Party" is the other Party.)
5. Payment for Services/Use. The Parties agree that it will be generally assumed that neither Party will charge the other for services, equipment, or supplies in connection with a Project. If any such charges will apply, the non-owning Party shall inform the owning Party of its expectation when replying to the owning Party's invitation to the Project, in which event the Parties will agree prior to commencement of a Project about the charges which will apply.
6. Insurance. The owning Party shall, at all times during the Project, at the owning Party's sole cost, obtain and keep in effect the following insurance insuring both Parties and any other person or entity designated by the non-owning Party (as their interests may appear):
  - a. Insurance upon all property used in the Project. Such policies shall be in an amount of not less than one hundred percent (100%) of the full replacement cost with broad form property coverage with traditional "extended coverage", including but not limited to vandalism, malicious mischief, and water damage.
  - b. Commercial general liability insurance including fire legal liability and insured contract coverage with respect to the Project operations. The coverage is to include activities and operations conducted by either Party and any other person performing work in connection with the Project for whom the owning Party is by law responsible. Such insurance shall be

written with inclusive limits of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit for each occurrence for bodily injury and property damage, personal injury, or advertising injury, \$5,000,000.00 Aggregate, or such higher limits as the non-owning Party may require from time to time. The limit of said insurance shall not, however, limit the liability of the owning Party hereunder. Non-owning Party shall be added as additional insured on all liability policies maintained by the owning Party for the Project.

- c. Each Party shall be responsible to maintain worker's compensation insurance for all its employees involved in the Project in an amount sufficient to comply with applicable laws or regulations, including employer's liability coverage with limits not less than \$500,000.00 Per Accident for Bodily Injury By Accident, \$500,000.00 Policy Limit for Bodily Injury By Disease and \$500,000.00 Per Employee for Bodily Injury by Disease.
- d. Any other form of insurance as the non-owning Party, may reasonably require from time to time. Such insurance shall be in form, amounts, and for the risks which a prudent Project manager would insure.

All policies of insurance maintained by the owning Party for the Project shall be in a form acceptable to non-owning Party with an A.M. Best rating of at least (A)(VIII); issued by an insurer acceptable to non-owning Party and licensed to do business in Massachusetts; and require at least thirty (30) days written notice of termination or material alteration to non-owning Party and those who are named as additional insureds. All policies shall provide that the interests of non-owning Party shall not be invalidated because of any breach or violation of any warranties, representations, declarations or conditions contained in the policies. All policies must contain a severability of interest clause, a cross-liability clause or similar policy language incorporated within the controlling policy form, and shall be primary and shall not provide for contribution of any other insurance available to non-owning Party or those named insureds designated by the non-owning Party. The owning Party shall, upon request, and within fifteen (15) days prior to commencement of the Project, promptly deliver to the non-owning Party, or non-owning Party's designated representative, certified copies and written evidence satisfactory to the non-owning Party that all premiums have been paid and all policies are in effect. If the owning Party fails to secure or maintain any insurance coverage required by non-owning Party, or should insurance secured not be approved by the non-owning Party and such failure or approval not be corrected within forty-eight (48) hours after written notice from the non-owning Party, the non-owning Party may, without obligation, purchase such required insurance coverage at the owning Party's expense. The owning Party shall promptly reimburse non-owning Party for any monies so expended.

Owning Party's Contractor's Insurance. The owning Party shall require any contractor of the owning Party permitted to perform work on the Project to obtain

and maintain the following insurance coverage at no expense to the non-owning Party:

- a. Commercial general liability insurance, including the traditional broad form general liability coverages, in the amount of One Million Dollars (\$1,000,000.00) Combined Single Limit adding the non-owning Party (and the other parties referenced above) and the owning Party as additional insured;
- b. Workers' compensation insurance for all contractor's employees working in the Project in an amount sufficient to comply with applicable laws or regulations, and Employers liability insurance in an amount not less than \$100,000.00 Per Accident for Bodily Injury By Accident, \$500,00.00 Policy Limit for Bodily Injury By Disease and \$100,00.00 Per Employee for Bodily Injury By Disease;
- c. Motor Vehicle Liability in the minimum amount of \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage; and
- d. Any other insurance as either Party may require from time to time.

Owning Party's Additional Insurance. Neither Party represents to the other that the limits of liability specified to be carried under the terms of this MOU are adequate to protect the owning Party for the owning Party's undertaking, and in the event the owning Party believes that any such insurance coverage called for under this MOU is insufficient, the owning Party shall provide, at its own expense, such additional insurance as the owning Party deems adequate.

7. Indemnity. The owning Party agrees to indemnify and hold non-owning Party harmless against and from any and all claims by or on behalf of any person arising from or in connection with (a) the conduct or management of, and the payment for, any work or thing whatsoever done in connection with the Project by or on behalf of the owning Party (or any person holding or claiming through or under the owning Party) during the term of this MOU; (b) the condition of the property on which the Project is located during the term of this MOU, or any use, non-use, possession, management or maintenance of the property on which the Project is located; (c) any breach or default on the part of owning Party in the performance of any of owning Party's covenants or obligations under this MOU; (d) any act, negligence or fault of owning Party, or any of its agents, servants, employees, contractors, invitees or licensees, of any person holding or claiming through or under the owning Party; and (e) any accident, injury or damage whatsoever caused to any person occurring during the term of this MOU, in or about the property on which the Project is located, or upon or under the streets, sidewalks, or the land adjacent thereto, **unless caused by the gross negligence of the non-owning party.** Further, owning Party agrees to indemnify and hold harmless the non-owning Party against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim and any action or proceeding brought thereon, **unless such claim is caused by the gross negligence of the non-owning party;** and in case any action or proceeding shall be brought against non-owning Party by reason of any such claim, the owning Party upon notice from

Formatted: Highlight

Formatted: Highlight

non-owning Party agrees to resist or defend such action or

proceeding (by counsel reasonably satisfactory to non-owning Party) unless owning Party causes the same to be discharged and satisfied.

8. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by email, facsimile, by hand or mailed, postage prepaid, by registered or certified mail, or by overnight express delivery with receipt required, in the case of Mass Audubon to:

~~Address and email for Mass Audubon contact~~  
Bancroft Poor, Asst. Treasurer/COO  
Mass Audubon  
208 South Great Road  
Lincoln, MA 01773  
bpoor@massaudubon.org

In the case of the Land Bank:

Ms. Jesse Bell, Executive Director  
Nantucket Islands Land Bank  
22 Broad Street  
Nantucket, MA 02554  
jbell@nantucketlandbank.org

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 email or 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.

MASSACHUSETTS AUDUBON  
SOCIETY, INC.

~~XXXXXXXXXX~~ David J. O'Neill,  
President

~~XXXXXXXXXX~~ Bancroft R. Poor,  
Assistant Treasurer/CFO

**Formatted:** Indent: Left: 1.61", First line: 0", Right: 2.23", Space Before: 0.45 pt, Line spacing: Multiple 1.04 li

NANTUCKET ISLANDS  
LAND BANK

---

Jesse A. Bell, Executive Director

**From:** [Jasper Craven](#)  
**To:** [Jesse Bell](#)  
**Cc:** [Yilan Song](#)  
**Subject:** Re: Collaboration Request for Nantucket Housing Documentary Project  
**Date:** Tuesday, April 2, 2024 12:56:46 PM

---

Sure, so far we've spoken to:

Emily Molden  
Tucker Holland  
Brian Sullivan  
Anne Kuszpa  
Kristie Ferrantella  
Sue Myntinnen  
and then a bunch of homeowners, workers, renters, unhoused folks, etc.

On Tue, Apr 2, 2024 at 12:38 PM Jesse Bell <[jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)> wrote:

Hi Jasper,

Can you send me a list of the other people you will be interviewing for the film?

Thanks,

Jesse

---

**From:** Jasper Craven <[jclarkcraven@gmail.com](mailto:jclarkcraven@gmail.com)>  
**Sent:** Friday, March 29, 2024 3:59 PM  
**To:** Jesse Bell <[jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)>  
**Cc:** Yilan Song <[song46y@mtholyoke.edu](mailto:song46y@mtholyoke.edu)>  
**Subject:** Re: Collaboration Request for Nantucket Housing Documentary Project

Hi Jesse,

Thanks again for the time today!

A bit more background on myself and the project for your colleagues:

My name is Jasper Craven, I'm a freelance reporter mostly covering the military and veterans' issues for outlets including [The Atlantic](#), [POLITICO Magazine](#), [NY Mag](#), and The [New York Times](#).

I'm now co-directing a documentary project about the year-round community and housing on Nantucket with [Patrick Kennedy](#), an accomplished cinematographer and editor. We're overseeing about eight students from a handful of colleges. They're helping make the film as part of an immersive study abroad program called Semester Cinema.

We're speaking with as many community interests and individuals as possible. That way we can stitch together a truthful portrayal of the challenges of living on the island, but also the ideas and programs that offer promise for the future. I see the Land Bank's voice as critical to the piece, one that can help illustrate the island's unparalleled beauty and uniquely prosperous environment but can also offer a potential model on how the community can fund and build affordable housing for the future.

We'd love to speak with Jesse soon -- perhaps she could also show us a patch of land bank land that represents its role in protecting the island's endangered beauty? I'm happy to answer any questions or concerns the commission has. Thanks for considering my request.

-Jasper

On Tue, Mar 26, 2024 at 9:18 AM Jasper Craven <[jclarkcraven@gmail.com](mailto:jclarkcraven@gmail.com)> wrote:

Perfect!

On Mon, Mar 25, 2024 at 8:27 PM Jesse Bell <[jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)> wrote:

Friday morning 10am? I am away on Thursday.

> On Mar 25, 2024, at 8:25 PM, Jasper Craven <[jclarkcraven@gmail.com](mailto:jclarkcraven@gmail.com)> wrote:

>

>

> Hi Jesse,



>

> Thanks again for your time today! Let us know if you've got another 20 minutes to chat sometime on Thursday or Friday. We're quite flexible.

>

> -Jasper

**From:** [robert williams](#)  
**To:** [Jesse Bell](#); [Rachael Freeman](#)  
**Cc:** [Susan Campese](#)  
**Subject:** Head of Hummock PAC treatment  
**Date:** Friday, March 29, 2024 2:15:19 PM  
**Attachments:** [Hummock Pond PAC Treatment - Work Plan.pdf](#)  
[RNA SOL RobertWilliams LakeTreatment 1022 \(part 1\) - signed \(1\).pdf](#)

---

Dear Jesse and Rachel:

I am writing to invite the Nantucket Land Bank to invest \$10,000 to Partner with The Conservation Foundation, The Nantucket Pond Coalition and the Nantucket Land and Water Council in a poly aluminum chloride treatment of Head of Hummock Pond on July 16, 2024.

This treatment (described below) will hope to mitigate or eliminate harmful algae blooms from the pond. The chemical (totally safe-used in reservoirs around the country) binds with phosphorus and thus eliminates the food the algae thrive on.

I have also attached the \$37K SOLitude contract. We will have additional expenses for pre and post measurements, which will be done by NLC. Several private abutters have also contributed. A story about the project will run in N Magazine in July and in the INKY.

With the thought of NLB providing public access to the pond in the future, this seems like a good project for NLB to support and we would very much like to partner with you especially to have Rachel's watchful eye on the proceedings.

Would you two be willing to ask the commissioners for their support?

When I return in the Spring, I would be happy to meet to explain the project, or if already funded, come one Tuesday just to thank them and say hello.

Thank you in advance for your consideration,

Best,

Bob Williams

PS Midges, whose larvae live in the algae blooms are a real pest for homeowners at HOH...



Robert Williams  
Nantucket Pond Coalition  
[www.nantucketpondcoalition.org](http://www.nantucketpondcoalition.org)  
[robertw188@gmail.com](mailto:robertw188@gmail.com)  
9177962333

## SERVICES CONTRACT

CUSTOMER NAME: Nantucket Pond Coalition- Nantucket, MA

SUBMITTED TO: Robert Williams

CONTRACT DATE: September 28, 2022

SUBMITTED BY: Brendan McCarthy

SERVICES: Polyaluminum Chloride (PAC) treatment in the 10 acres of Head of Hummock and 13 Acres of the Narrows at a rate of 4.9 PPM.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The fee for the Services is **\$37,045.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

NANTUCKET POND COALITION

Signature: *Mychal Manolatos*  
Mychal Manolatos (Oct 28, 2022 09:14 CDT)

Signature: *robert williams*  
robert williams (Oct 28, 2022 09:39 EDT)

Printed Name: Mychal Manolatos

Printed Name: robert williams

Title: Vice President

Title: Director

Date: 10/28/2022

Date: 10/28/2022

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



## **SCHEDULE A - SERVICES**

### **Permitting:**

1. SOLitude staff will be responsible for the following:
  - a. Obtaining MA-DEP License to Apply Chemicals Permit required to perform any work specified in this contract where applicable.
  - b. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - c. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

### **PAC Treatment:**

1. Liquid Polyaluminum Chloride will be applied from a specially designed spray boat equipped with a calibrated pumping system just below the surface of the water and into the prop wash of the outboard engine in order to provide flash-mixing. Product will be supplied and delivered to the lake by the Holland Company using a standard, split compartment tanker truck.
2. Products will be applied to the designated treatment area at a dose of 4.9 PPM.

### **Customer Responsibilities (when applicable):**

1. Customer will be responsible for the following:
  - a. Provide valid Order of Conditions from the Nantucket Conservation Commission.
  - b. Providing information required for the permit application process upon request.
  - c. Providing Certified Abutters List for abutter notification where required.
  - d. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - e. Compliance with any other special requirements or conditions required by the local municipality.
  - f. Compliance and enforcement of temporary water-use restrictions where applicable.

### **General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



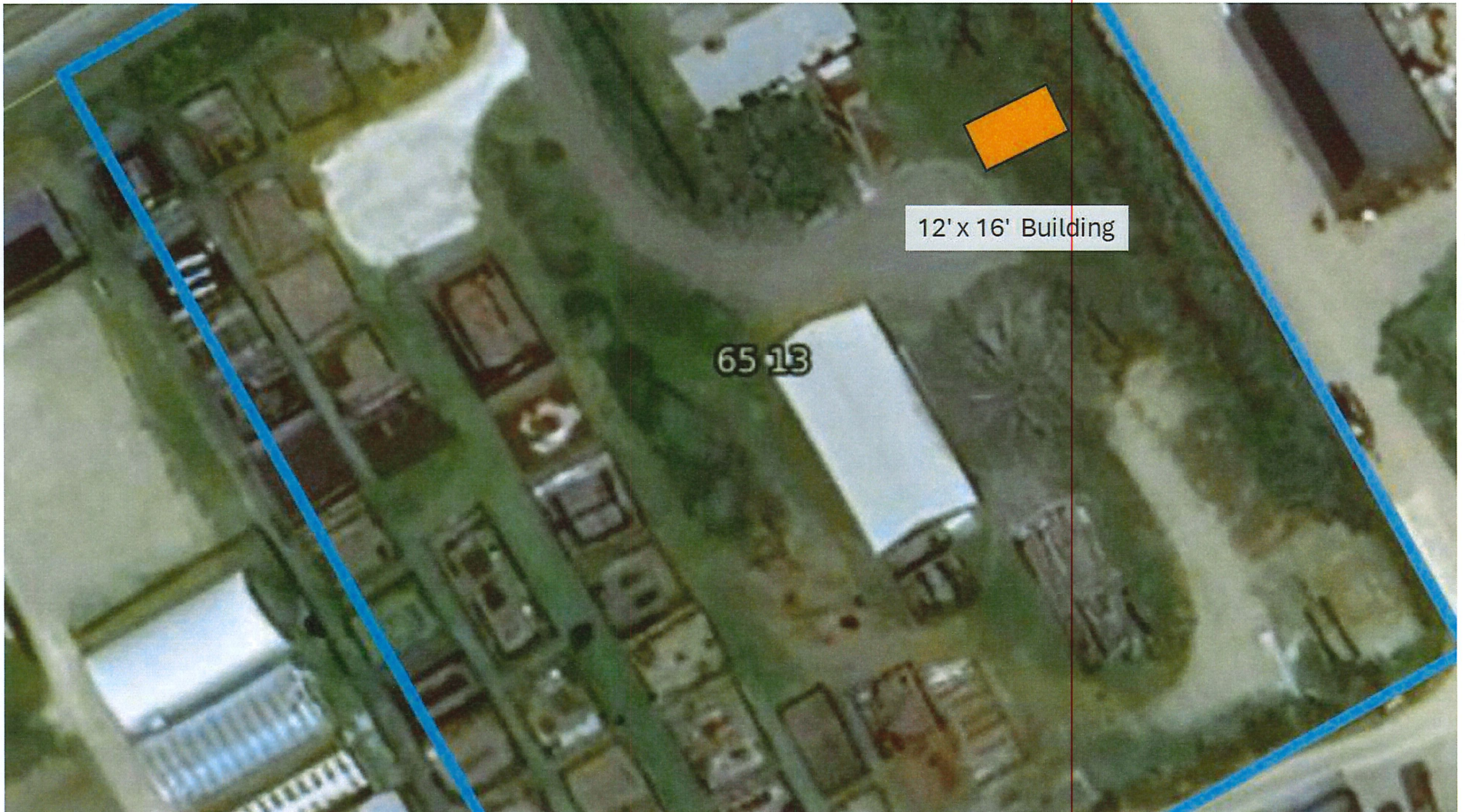


2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖlitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



MMA Depot Building Relocation Site – 166 Hummock Pond Rd (Pease)



## Capital Item Spring 2024

Beverage station (new) It would house the new water and ice machine (\$10,099)

Water and Ice machine. Replace the old one at the starter stand (the old one will be moved. \$7,090)

Fiberbuilt mats. Replace old mats on the driving range. They last 3-4 years Throw out old ones (\$18,188)

High-top tables for the Miacomet Bar. We have three currently and would like 2 more (\$4,494)

Stools to replace the older worn-down ones (\$2,210)

Total \$42,081





QUOTE: 61472 - Beverage Station 2024 (187376)

<b>Account Name</b> Miacomet Golf Club - MA		<b>Ship Via</b> *Prepaid & Add		<b>Rep</b> 3T3		
<b>Contact Name</b> Sean Oberly		<b>Terms</b> 50% Down		<b>Created By</b> Emily Jean		
<b>Phone</b> 508-825-9884		<b>PO Number</b> -		<b>Created Date</b> 1/16/24		
<b>Email</b> soberly@miacommetgolf.com		<b>Tracking Email</b> soberly@miacommetgolf.com		<b>Expiration Date</b> 2/15/24		
<b>Bill To:</b> soberly@miacommetgolf.com  Miacomet Golf Club - MA 12 W Miacomet Rd Nantucket, Massachusetts 2554 United States			<b>Ship To:</b>  Miacomet Golf Club - MA 12 W Miacomet Rd Nantucket, Massachusetts 02554 United States		<b>Shipping Contact Information:</b>  <b>Full Name</b> Sean Oberly <b>Phone Number</b> -	
Qty.	Product	Short Description – Full details outlined on product spec sheets when applicable		Unit Price	Line Total	
1	BEVERAGE STATION	[143694] BEVERAGE STATION - KEYSTONE - 4 CUP DISPENSERS - 34 INCH ICE MACHINE SECTION - VAIL TOP - GREEN/STAINED IPE		\$10,099.00	\$10,099.00	
<b>Subtotal</b>					\$10,099.00	
S/H-TBD		SHIPPING AND HANDLING TO BE BILLED AT TIME OF SHIPMENT			\$0.00	
TAX		WE'RE REQUIRED TO COLLECT SALES TAX IN THE MAJORITY OF STATES. IF APPLICABLE, SALES TAX WILL BE APPLIED UPON INVOICE			TBD	
<b>Grand Total</b>					<b>\$10,099.00</b>	

My signature on this quote verifies that I have approved this order and all information is accurate.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Company Address W248N5499 Executive Drive  
Sussex, Wisconsin 53089  
USA

Phone (800) 505-7926  
Organization (Fax) 888-868-7184

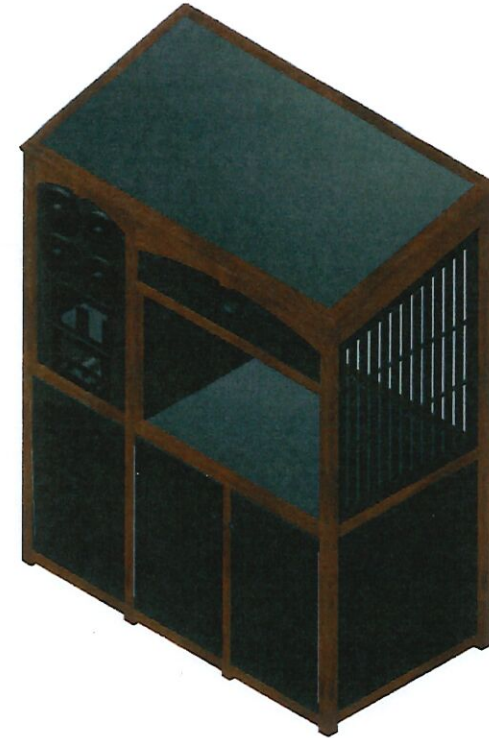


**PRESTWICK**  
GOLF GROUP  
A PRESTWICK COMPANY

## Spec Sheet For Beverage Station 143694

Miacomet Golf Club - MA | Qty: 0 | \$0.00 Each | \$0.00 Total

<b>Collection</b>	Keystone
<b>Dispenser Section</b>	4 Cup Dispensers
<b>Ice Machine Section</b>	34 Inch
<b>Material</b>	Plastic with Wood Trim
<b>Base Color</b>	Green
<b>Accent Color</b>	Stained Ipe
<b>Top Type</b>	Vail
<b>Opening ID: Text</b>	Waste
<b>Opening ID: Type - Color</b>	Overlaid - White/Green
<b>Door Handle</b>	Black Knob
<b>Header Panel</b>	Hinged
<b>Straw Dispenser</b>	Unwrapped



## Sean Oberly


---

**From:** CentralRestaurant <sales@centralrestaurant.com>  
**Sent:** Tuesday, January 16, 2024 2:05 PM  
**To:** sales@centralrestaurant.com; Sean Oberly  
**Subject:** [EXTERNAL] Requested Quote



[Shop Products](#)   [Digital Catalog](#)   [Clearance](#)



image	Name	SKU	Price	Qty
	Hoshizaki DCM-300BAH Cubelet Icemaker, Air-cooled, Built in Storage Bin	633-109	\$7,090.00	1

Sean Oberly  
soberly@miacometgolf.com  
Miacomet Golf Course  
12 west miacomet road  
Nantucket

Massachusetts

Brian Wilshire  
United States





We Are Pleased To Quote On The Following Products

Customer Number	C01979	Quote Number	00000183
Bill To Name	MIACOMET GOLF CLUB	Ship To Name	MIACOMET GOLF CLUB
Bill To	12 West Miacomet Road Nantucket, Massachusetts 2554 United States	Ship To	12 West Miacomet Road Nantucket, Massachusetts 02554 United States
Quote Date	2024-02-12	Contact Name	Mike Haberl
Prepared By	Brett Kingshott		

Product Code	Item Description	Price	Quantity	Subtotal	Discount	Total Price
HM-FGS-TM-00064	Fiberbuilt Grass Traditional Mat Double Hitting - 6'x4'	\$1,000.00	5.00	\$5,000.00	10.00%	\$4,500.00
HM-FGS-TM-00054	Fiberbuilt Grass Traditional Mat Single Hitting - 5'x4'	\$750.00	17.00	\$12,750.00	10.00%	\$11,475.00

Description      Price in USD

Free Shipping is Included!

10% PGA Show Special Included! Must Ship before March 31, 2024

Accepted By:	Subtotal	\$17,750.00
Company: _____	Discount	-\$1,775.00
Address: _____	Total Price	\$15,975.00
_____	Grand Total	\$15,975.00

This quote is valid for 30 days or until proposed ship date.

**US Warehouse**  
3140 NC-5, Suite H1  
Aberdeen, North Carolina, USA  
28315

**US Mailing**  
P.O. Box 4454  
Pinehurst, North Carolina, USA  
28374

**Canadian Warehouse**  
3613 63rd Avenue N.E.,  
Calgary, Alberta, Canada  
T3J 5K1

Toll Free Phone 1-833-328-3218



We Are Pleased To Quote On The Following Products

Customer Number	C01979	Quote Number	00000192
Bill To Name	MIACOMET GOLF CLUB	Ship To Name	MIACOMET GOLF CLUB
Bill To	12 West Miacomet Road Nantucket, Massachusetts 2554 United States	Ship To	12 West Miacomet Road Nantucket, Massachusetts 02554 United States
Quote Date	2024-02-14		
Prepared By	Brett Kingshott		

Product Code	Item Description	Price	Quantity	Subtotal	Discount	Total Price
TL-FBG-CU-00008	Fiberbuilt Grass Tee Line - 8 Foot Spacing 76FT x 4FT price per square foot	\$22.00	104.00	\$2,288.00	10.00%	\$2,059.20
TL-FBG-CU-00008	Fiberbuilt Grass Tee Line - 8 Foot Spacing 16FT x 4FT price per square foot	\$22.00	60.00	\$1,320.00	10.00%	\$1,188.00
GT-FGS-AH-00050	Fiberbuilt Grass Adjustable Tee - 50 Pack	\$170.00	1.00	\$170.00	10.00%	\$153.00

Description Price in USD

Freight Quote Required!

10% PGA Show Special on Tee lines.

Accepted By:	Subtotal	\$3,778.00
Company: _____	Discount	-\$377.80
Address: _____	Total Price	\$3,400.20
_____	Grand Total	\$3,400.20

This quote is valid for 30 days or until proposed ship date.

**US Warehouse**  
3140 NC-5, Suite H1  
Aberdeen, North Carolina, USA  
28315

**US Mailing**  
P.O. Box 4454  
Pinehurst, North Carolina, USA  
28374

**Canadian Warehouse**  
3613 63rd Avenue N.E.,  
Calgary, Alberta, Canada  
T3J 5K1

Toll Free Phone 1-833-328-3218



*Thank you for the opportunity to provide this quote. Please let us know if you have any questions by replying to this email.*

**Prepared for:**

Miacomet Golf Course  
 Sean D Oberly  
 soberly@miacommetgolf.com  
 5083250333

**Quoted by:** Patrick Jamison

**Valid until:** January 30th 2024

**Created Date:** January 16th 2024

**Ship To:**

12 west miacommet road  
 Nantucket, Massachusetts 02554

**Notes:**

Hi Sean,

Discount pricing has been applied and shipping is free to your loading dock. These tables have an estimated 4-5 week lead time out of IN. Please let me know if you need anything else. Thank you.

\*MA tax will apply at checkout



**Kimball fiXt Standing Height Table**

**KIM-76K306041TFSHP**

**Size & Tabletop Material:** 36" x 72" x 41" with TFL Laminate Top Brighton

Maple, Ply Rim LLD (+\$314)

**Frame Finish:** Cinder Paint

**Optional Casters:** Leveling Glides

**Optional Cable Management:** No Thanks

**Special Services:** Loading Dock on Premises

Unit Price	Qty	Extended
2,417.00	x 2	4,834.00
-170.00		-340.00
2,247.00		4,494.00

Subtotal	\$	4,834.00
Discount		-340.00
Shipping		Free
<b>Total</b>	<b>\$</b>	<b>4,494.00</b>

Take advantage of your **\$340.00** savings by checking out online by January 30th 2024!

**Proceed To Checkout**

- If you want to make changes to your quote please reply to this email with the requested changes and we'll get a revised quote sent asap.
- We may add additional taxes in some states.
- Feel free to contact us at [info@officechairsusa.com](mailto:info@officechairsusa.com) or call us at [888.355.4999](tel:888.355.4999) if you have questions or need assistance placing your order.



COLORS

Lancaster Table & Seating Clear Coat Finish Ladder Back Bar Stool with Antique Walnut Wood Seat

#164BMLCWVWKD

FROM  
**\$64.99**/Each

Options

1

Add to Cart



COLORS

Lancaster Table & Seating Black Finish Ladder Back Bar Stool with 2 1/2" Dark Brown Vinyl Padded Seat

★★★★★

#164BMLBVDBKD

FROM  
**\$64.99**/Each

Options

1

Add to Cart



COLORS

Lancaster Table & Seating Black Finish Ladder Back Bar Stool with 2 1/2" Red Vinyl Padded Seat

★★★★★

#164BMLBVRDKD

FROM  
**\$64.99**/Each

Options

1

Add to Cart



COLORS

Lancaster Table & Seating Black Finish Ladder Back Bar Stool with Mahogany Wood Seat

★★★★★

#164BMLBWMHKD

FROM  
**\$64.99**/Each

Options

1

Add to Cart



COLORS

Lancaster Table & Seating Black Finish Ladder Back Bar Stool with 2 1/2" Light Brown Vinyl Padded Seat

★★★★★

#164BMLBVLBKD

FROM  
**\$64.99**/Each

Options

1

Add to Cart



COLORS

Lancaster Table & Seating Distressed Copper Finish Ladder Back Bar Stool with 2 1/2" Navy Blue Vinyl Padded Seat

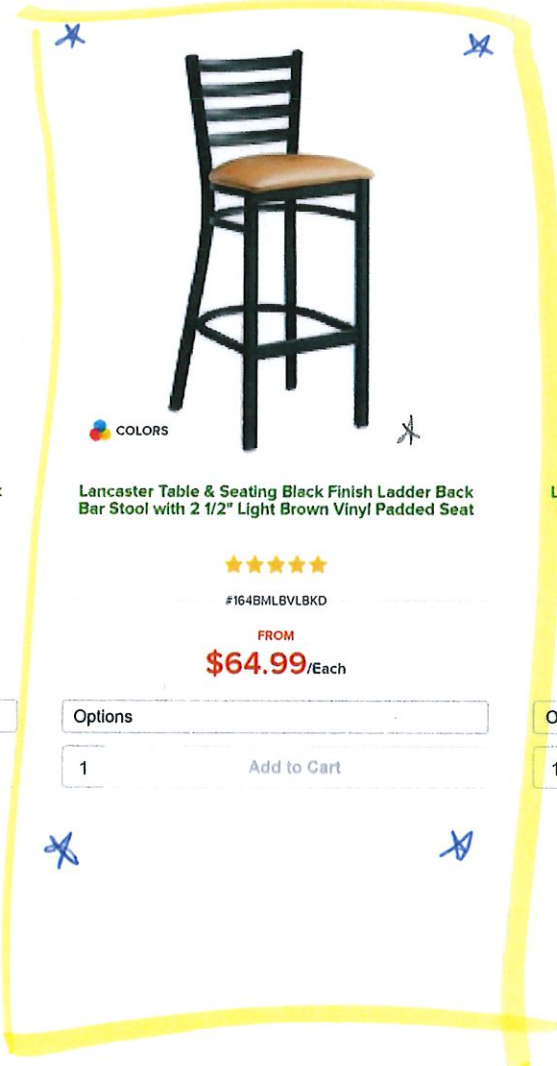
#164BMLDVNVKD

FROM  
**\$74.99**/Each

Options

1

Add to Cart



2024 ATM – TUESDAY, MAY 7<sup>TH</sup> AT 5PM

**ARTICLES OF LAND BANK INTEREST**

**Article 34** FY 2025 CPC Appropriation

**Select Board Sponsored on behalf of CPC**

**Quantum of vote:** requires majority vote to pass

**Summary:** Each item considered a separate appropriation to be spent by the Community Preservation Committee

**PROJECTS:<sup>1</sup>**

	<i>Purpose</i>	<i>Applicant</i>	<i>Original Amount Requested</i>	<i>Amount Granted</i>	<i>Reason</i>
1	<i>Historic Preservation</i>	Landmark	\$ 305,580.00	\$ 305,580.00	replace elevator
2	<i>Historic Preservation</i>	MMA	\$ 167,060.00	\$ 167,060.00	Observatory restoration
3	<i>Historic Preservation</i>	NHA	\$ 938,751.00	\$ 938,751.00	Candle Factory restoration
4	<i>Historic Preservation</i>	NHA	\$ 272,925.00	\$ 240,949.00	Old Mill restoration
5	<i>Historic Preservation</i>	Hosp. Thrift	\$ 21,000.00	\$ 21,000.00	Interior restoration
6	<i>Historic Preservation</i>	South Church	\$ 55,000.00	\$ 55,000.00	bell restoration
7	<i>Historic Preservation</i>	Atheneum	\$ 12,000.00	\$ 12,000.00	restoration of paintings
8	<i>Historic Preservation</i>	Cemetery Commission	\$ 150,000.00	\$ 150,000.00	headstone restoration
9	<i>Historic Preservation</i>	ReMain	\$ 11,000.00	\$ 11,000.00	comprehensive preservation survey
10	<i>Historic Preservation</i>	Town w/ PIN	\$ 50,000.00	\$ 50,000.00	comprehensive sidewalk survey
11	<i>Historic Preservation</i>	Town w/ PIN	\$ 60,000.00	\$ 60,000.00	comprehensive historic survey
12	<i>Historic Preservation</i>	St. Mary's Church	\$ 264,899.20	\$ 259,475.81	assessment of West Miacomet
13	<i>Historic Preservation</i>	St. Mary's Church	\$ 718,991.50	\$ 718,991.50	exterior restoration of church
			<b>\$ 3,027,206.70</b>	<b>\$ 2,989,807.31</b>	exterior restoration of rectory
<b> </b>					
14	<i>Community Housing</i>	Interfaith Council	\$ 360,000.00	\$ 360,000.00	NIFRA
<b> </b>					
15	<i>Open Space/Recreation</i>	NRSA	\$ 1,000,000.00	\$ 356,507.69	build out expansion
16	<i>Open Space/Recreation</i>	LLNF	\$ 93,685.00	\$ 93,685.00	resilient restoration at Lond Pond
			<b>\$ 1,093,685.00</b>	<b>\$ 450,192.69</b>	
<b> </b>					
			<b>\$ 4,480,891.70</b>	<b>\$ 3,800,000.00</b>	

SOURCES	AMOUNT
Raised and appropriated from FY 2024 Community Preservation Surcharge	\$3,056,608
From State matching funds for FY 2025, to be received in 2024	\$850,000
From Interest	\$93,392
<b>Total Revenues</b>	<b>\$4,000,000</b>

<sup>1</sup> Chart does not include \$200,000 appropriation for admin. and operating expenses, bringing total expenditure to \$4 million.

ARTICLES OF LAND BANK INTEREST

**Article 42** Amendment to Zoning Bylaw Chapter 139-8.A(1)(b)[1]

**Planning Board Sponsored Warrant Article**

**Quantum of vote:** requires 2/3 vote to pass

**Summary:** Amends Residential development options – Flex Development,<sup>2</sup> Protected Open Space to allow the Planning Board to waive the open space requirements in 139-8.A(1)(b)[1] for Flex Developments for a development containing at least 25% Affordable Housing as defined in Section 139-2(A)

**AFFORDABLE HOUSING**

Dwelling units restricted to occupancy by families with annual incomes less than 150% of the median annual household income for Nantucket County as determined by the most recent calculation of the U.S. Department of Housing and Urban Development.

**PB Comment:** *This article as proposed does not reduce the amount of open space required for flex development. The waiver applies only to the ownership of the open space, not the amount that is required to be provided.*

Flex Development shall be permitted in the R-40, R-20, R-10, R-5, and ROH Districts only and shall conform to the following dimensional requirements:

	R-40	R-20	R-10	R-5	ROH
Minimum tract area (acres)	5	3	2	1	1
Open land required (total tract)	70%	50%	40%	30%	25%
Minimum lot size (square feet)	10,000	7,500	4,000	3,000	3,000
Maximum lot ground cover ratio	35%	30%	50%	60%	65%
Minimum frontage	20	20	20	0	0
Front setback	5	5	5	5	0
Side/Rear setback	5	5	5	5	0

139-8.A(1)(b)[3] *Subject to Subsections **A(3)** and **(4)**, a maximum of 50% of the required open space may be located on noncontiguous parcels of land in common ownership with the tract to be developed. The PB shall determine the development potential of the noncontiguous parcel(s) and consider the open space value subject to the following criteria:*

***[a]** Preservation of scenic views or vistas; **[b]** Common border to existing open space; **[c]** Existence of a fragile ecological environment; **[d]** Agricultural importance; **[e]** Importance to the community for recreation, water supply, cultural or historic municipal use; & **[f]** Importance to the community as determined by the PB.*

139-8.A(3)(a)[7] *Noncontiguous open space parcels, subject to Subsection **A(1)(b)[3]**, may be located in the Town Overlay District (TOD) or the Country Overlay District (COD).*

<sup>2</sup> Flex development is an alternative to conventional subdivision and is allowable only in Town Overlay District with Special Permit issued by PB. Preservation of open space is required with the amount based on total tract size per subsections A (3) and (4)



**ARTICLES OF LAND BANK INTEREST**

**Article 45** Amendment to Zoning Bylaw Chapter 139-7(A) & 139-13(C)

**Citizens Warrant Article Sponsored by:** Emily Molden *et al*

**Quantum of vote:** requires 2/3 vote to pass

**Summary:** Prohibition of commercial swimming pools and all residential outdoor water features (hot tubs/spas, small and large pools) in the Moorland Management District (MMD)

MMD was established *circa* 1990 to protect long-term ecological and scenic integrity of fragile and rare grass and heathlands that comprise the MMD. Smooth Hummocks & Head of Plains are primarily situated in the MMD zoning district.



Currently the Planning Board is the sole Special Permit Granting Authority for the MMD. Pools, hot tubs, & spas are allowed accessory uses to a single family DU in MMD only by Special Permit.

- Article is changing allowed by Special Permit to NOT ALLOWED in 139-7(A) (Use Chart)
- Article is adding provision to Ch. 139-13(C):

*(3) Swimming Pools (Residential and Commercial) and outdoor Hot Tub / Spas are prohibited from the Moorlands Management District.*

---

*Zoning Amendments are referred to the Planning Board for a required public hearing to generate a recommendation. The PB reviewed at meeting on 1/8/2024 and gave article positive recommendation. There have been numerous recent applications for demolition, new construction, along with pools for MMD properties across from Miacomet Pond submitted to the PB by Atty. S. Cohen in advance of potential prohibition if this article passes. All have been denied.*

**ARTICLES OF LAND BANK INTEREST**

**Article 50** Zoning Map Change of various open space parcels to LUG-3.

**Planning Board Sponsored Warrant Article**

**Quantum of vote:** requires 2/3 vote to pass

**Summary:** Changing various open space parcels to LUG-3 zoning.

LB owns parcels.

- 19 East Creek Rd.
- 189 Eel Point Road
- 101 Hummock Pond Rd.
- 103 Hummock Pond Rd.
- 107 Hummock Pond Rd.
- 109 Hummock Pond Rd.
- 201 Hummock Pond Rd.
- 2 Milestone Rd.
- 174 Orange St.
- 5 Millbrook Rd.
- 13 Millbrook Rd.
- 76 Millbrook Rd.
- 68 Nobadeer Ave.

NCF owns parcels.

- 31 Quidnet Rd.
- 47R Squam Rd.

Sconset Trust owns parcel.

119 Baxter Rd.

Private or Unknown

- 29 Sheep Pond Rd.
- 41 Sheep Pond Rd.

*Proposed map changes recommended by the PB match the existing character of the area with the designated zoning districts such policies as:*

- *Advancing Master Plan actions identified in the “Zoning District Implementation Schedule”*
- *Making a distinction between Town and Country*
- *Matching zoning districts with the character of the surrounding area*
- *Encouraging small neighborhood centers with mixed-use development*

**ARTICLES OF LAND BANK INTEREST**

**Article 67** Home Rule Petition<sup>3</sup> to authorize Town to establish Coastal Resiliency Districts

**Warrant Article**      **Sponsored by Select Board**

**Quantum of vote:** requires majority vote to pass

**Summary:** Establish Islands Coastal Resilience Districts with subdistricts and allow Town to make betterment assessments upon owners of land within ICRF and Subdistricts.

SECTION 1. It is in the best interests of the people of the Town of Nantucket to establish Coastal Resilience Districts to allow for the Town to be prepared and plan for the necessary public improvements to mitigate the effects of coastal erosion and shoreline change to the Town's coastline, sea level rise, flooding or other coastal hazards with resilience related infrastructure to reduce the threats to life, injury and property damage, utilities and infrastructure, prevent the occurrence of public emergencies, avoid the loss of roadways and utility services, reduce damage to public and private property, provide for the planning and preparation of coastal resilience measures, and to provide funding for such planning and preparation measures. The Town of Nantucket is hereby authorized to establish Coastal Resilience Districts that will enable the Town to undertake public improvement projects that will address these environmental effects and to provide funding by those property owners who will benefit from these public improvement projects. The Islands Coastal Resilience District (the "ICRD") shall be described as the geographical boundaries of the entirety of the islands of Nantucket. The establishment of the ICRD shall enable the town to undertake coastal resilience projects to mitigate against the island-wide effects of coastal erosion and shoreline change of the town's coastline, sea level rise, flooding or other coastal hazards.

SECTION 2. It being in the public interest of the residents of the town that the Select Board, by a majority vote, is hereby authorized to designate coastal resiliency sub-districts which will be defined by geographical boundaries as conditions and circumstances warrant, to enable the town to address the effects of coastal erosion and shoreline change to the Town's coastline, sea level rise, flooding or other coastal hazards in specific Coastal Resilience Sub-Districts with the necessary development of planning and prevention contingencies, including but not limited to the relocation of roadways, utilities and infrastructure as well as the construction of structural improvements or coastal resilience related improvements to respond to erosion, flooding or damage to public and private property for specific Sub-Districts; and further to enable the Town to prepare for public and private funding of coastal resilience projects by identifying the properties within the Coastal Resilience Sub-Districts, which will benefit from the planning and development of these projects or from island-wide projects that will benefit the ICRD.

SECTION 3. Notwithstanding the provisions of chapters 40, 80 and 83 of the General Laws to the contrary, the town of Nantucket may make betterment assessments upon owners of land within the ICRD or a Sub-District for costs of public improvements which may include the costs of coastal resiliency projects, including but not limited to the construction and maintenance of coastal engineering structures, bluff armor projects, hard or soft erosion control devices, bulkheads and the like, in the ICR or Sub-District from which they benefit, and which may include but not be limited to the relocation of roadways, utilities, including both water and sewer, and infrastructure.

SECTION 4. This act shall take effect upon its passage.

---

<sup>3</sup> Massachusetts cities and towns are subject to the General Laws of the Commonwealth. When a city or town requires special legislation to address a unique need or issue – i.e. an exemption or an addition to the law – the process is via Home Rule Petition. Any request for special legislation must first be approved by Town Meeting and then enacted by the State legislature.

**Article 69** Addition of Chapter 66A – Coastal Resilience District to the Code of the Town of Nantucket – related to Article 67

**Warrant Article Sponsored by Select Board**

**Quantum of vote:** requires majority vote to pass

**Summary:** Establish provision to allow Town to plan, prepare, and fund coastal resilience measures to mitigate effects of coastal erosion and shoreline changes, sea level rise, flooding, and other coastal hazards with resilience related infrastructure to reduce threats to life, personal injury, property damage, utilities and infrastructure which service CRDs, prevent occurrence of public emergencies, avoid loss of roadways and utility services, reduce damage to public and private properties.

**Definition:** Islands Coastal Resilience Districts with subdistricts are areas which will benefit from coastal resilience projects undertaken for risk mitigation

**Statement of Purpose:** Provide for shared funding for CRD property owners to contribute along with other funding sources to implement coastal resilience measures and projects.

**Strategies and Activities:** development of specific planning and prevention contingencies (relocation of roadways, utilities, infrastructure) and raising of public and private funding for coastal resilience projects.



2024 ATM – TUESDAY, MAY 7<sup>TH</sup> AT 5PM

ARTICLES OF LAND BANK INTEREST

**Article 87** Home Rule Petition to authorize Town to convey parcels to NILB pursuant to Article 97 provisions

**Warrant Article** Sponsored by Select Board

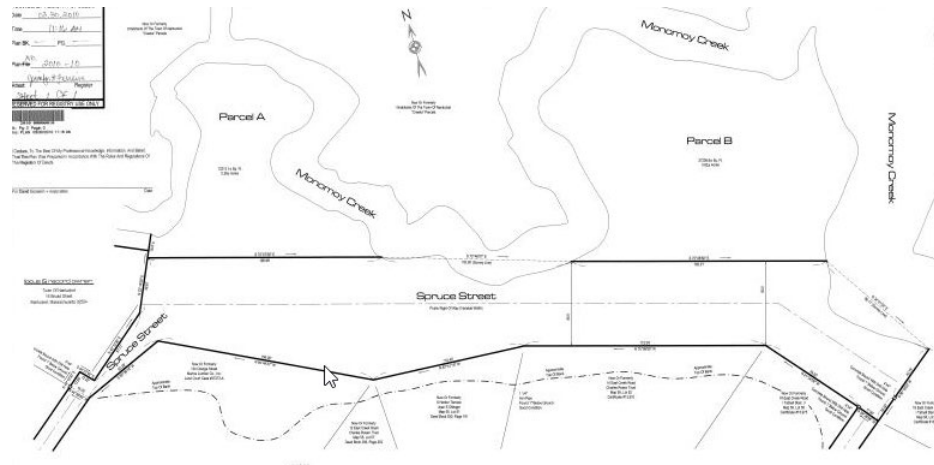
**Quantum of vote:** requires majority vote to pass

**Summary:** Conveyance of numerous parcels near or along Monomoy Creeks and Consue Springs to NILB for purposes in alignment with our enabling legislation



Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket to the Nantucket Islands Land Bank for the purposes pursuant to its enabling legislation, and described as follows:

- Tax Assessor's Map 55, Parcel 276, Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 71, 111 Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 38, 104 Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 9.3, 102 Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 9.1, 100 Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 9.2, 98 Washington Street;
- Tax Assessor's Map 54, Parcel 53, Monomoy Creeks;
- Tax Assessor's Map 54, Parcel 641, Monomoy Creeks;
- Tax Assessor's Map 55, Parcel 414, 6 Goose Pond Lane;
- Tax Assessor's Map 55, Parcel 407, 4 Goose Pond Lane;
- Tax Assessor's Map 55, Parcel 640, Monomoy Creeks;
- Tax Assessor's Map 55, Parcel 642, Goose Pond Lane;
- Lots A and B and the unconstructed portion of Spruce Street between its eastern sideline and its western sideline shown as 35.61 feet and 57.71 feet as shown on Plan No. 2010-10 recorded with the Nantucket County Registry of Deeds.



**ARTICLES OF LAND BANK INTEREST**

**Article 88** Home Rule Petition<sup>4</sup> to authorize the County to convey parcels to NILB

**Warrant Article** Sponsored by Select Board

**Quantum of vote:** requires majority vote to pass

**Summary:** Conveyance of Consue Spring bike path causeway parcel - abutting Washington St. Extension – along old railroad bed and previously held by the County for bike path purposes



- Parcels 23, 24, 25, and 28 shown on Plan File 49- O recorded with the Nantucket County Registry of Deeds.

<sup>4</sup> NOTE: This home rule petition was approved as Article 91 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

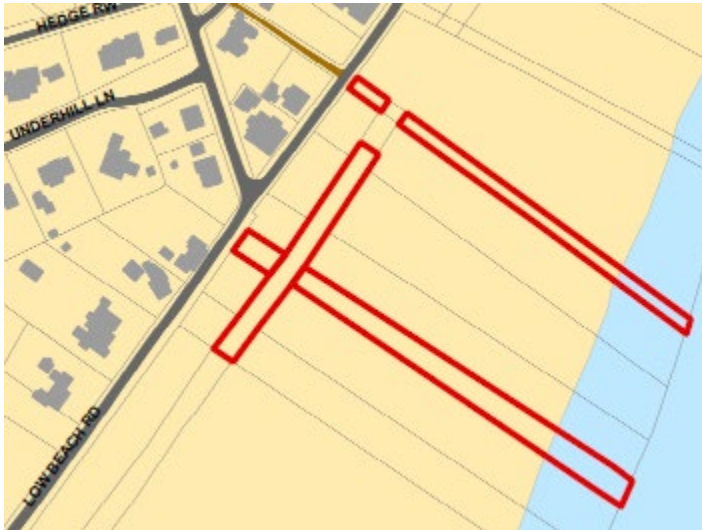
**ARTICLES OF LAND BANK INTEREST**

**Article 90** Home Rule Petition to authorize the Town to convey parcels to NILB and/or Sconset Trust

**Warrant Article** Sponsored by Select Board

**Quantum of vote:** requires majority vote to pass

**Summary:** Conveyance of former railroad bed parcels off Low Beach Road, an unnamed way in Sconset (to LB or ST), and Hawthorne & Grove Lanes – consistent with Article 97 purposes, past practices and the Open Space Plan. HRP allows the Town to convey Sconset road parcels to us with a One Big Beach Easement



**MAP 1:**

- \* Map 74, Parcel 71, Low Beach Road (portion of old railroad bed)
- \* Unnamed way bounded by the eastern sideline of Low Beach Road to the ocean, by 2 Low Beach Road, shown on Map 74, Parcel 74 & by 6 Low Beach Road, shown on Map 74, Parcel 76
- \* Hawthorne Avenue (between Ocean Avenue and the Atlantic Ocean)



**MAP 2:**

- \* 35 Grove Lane, shown on Assessor's Map 71, Parcel 342

**ARTICLES OF LAND BANK INTEREST**

**Article 93** Real Estate Acquisition of Unnamed Way in Sconset

**Warrant Article**    **Sponsored by Select Board**

**Quantum of vote:** requires majority vote to pass

**Summary:** acquisition of unnamed way that runs down to the ocean on other side of Low Beach Road from Morey Ln; Although LB owns on either side and has color of title to center line under derelict fee statute, passage of this article will formally remove that. This is meant to be companion acquisition article to HRP conveyance proposed by Article 90.



Unnamed way bounded by the eastern sideline of Low Beach Road to the ocean, by 2 Low Beach Road, shown on Map 74, Parcel 74 & by 6 Low Beach Road, shown on Map 74, Parcel 76



**ARTICLES OF LAND BANK INTEREST**

**Articles 94 & 95** Companion articles for Real Estate Acquisition and Conveyance of Sconset paper street parcels

**Warrant Article**      **Sponsored by Select Board**

**Quantum of vote:** requires majority vote to pass

**Summary:** Article 94 authorizes acquisition by Town of portions of unconstructed Linden and Hawthorne Avenues running from Ocean Ave. / Low Beach Rd. to the ocean. Article 95 authorizes conveyance by Town of same either to private owners abutting said parcels OR to the LB if the former cannot be achieved per the Town's interests in retaining One Big Beach easements.



**TERMS for Conveyance:** (1) the Town shall accept grant(s) of One Big Beach Easement(s) to be held for the public benefit as consideration for such disposal of all or any portion of Hawthorne Avenue; (2) the Town shall convey all or a portion of the fee title or lesser interests in the land located between Hawthorne and Linden Avenues adjacent to the Atlantic Ocean, to the Nantucket Islands Land Bank for purposes pursuant to its enabling legislation or the Sconset Trust, Inc. for open space, conservation or passive recreation purposes, as determined by the Select Board; and (3) such disposal of all or any portion of Hawthorne Street shall be upon such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements.

2024 ATM – TUESDAY, MAY 7<sup>TH</sup> AT 5PM

**ARTICLES OF LAND BANK INTEREST**

**Articles 96 & 97** Companion articles for Real Estate Acquisition and Conveyance of portion of paper road running from Grove Lane to Westchester Rd.

**Warrant Article** **Sponsored by Select Board**

**Quantum of vote:** requires majority vote to pass

**Summary:** Article 96 authorizes acquisition. Article 97 authorizes conveyance of same to either the LB &/or NCF for open space and conservation purposes.



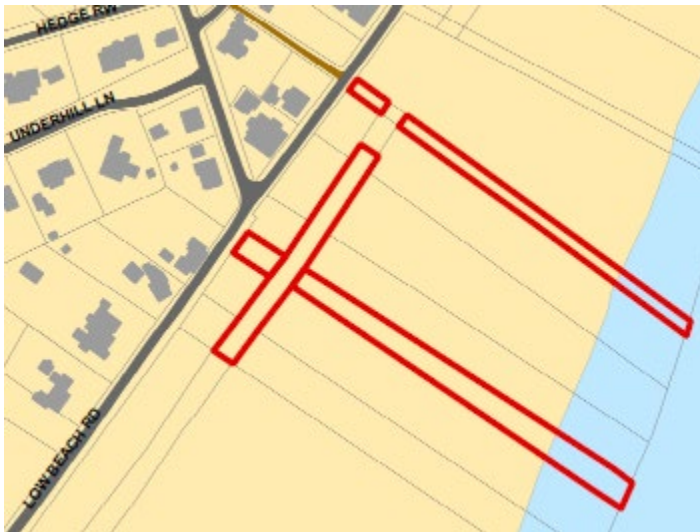
**ARTICLES OF LAND BANK INTEREST**

**Article 98** Real Estate Conveyance of Sconset & Grove Lane parcels (companion to HRP Article 90)

**Warrant Article** Sponsored by Select Board

**Quantum of vote:** requires majority vote to pass

**Summary:** authorization of Town to convey Sconset parcels to either LB or Sconset Trust and to authorize the Town through ConCom to transfer care, custody, management, and control of 35 Grove Lane to LB



**MAP 1:**

- \* Map 74, Parcel 71, off Low Beach Road (portion of old railroad bed)
- \* Hawthorne Avenue (between Ocean Avenue and the Atlantic Ocean)



**MAP 2:**

- \* 35 Grove Lane, shown on Assessor's Map 71, Parcel 342

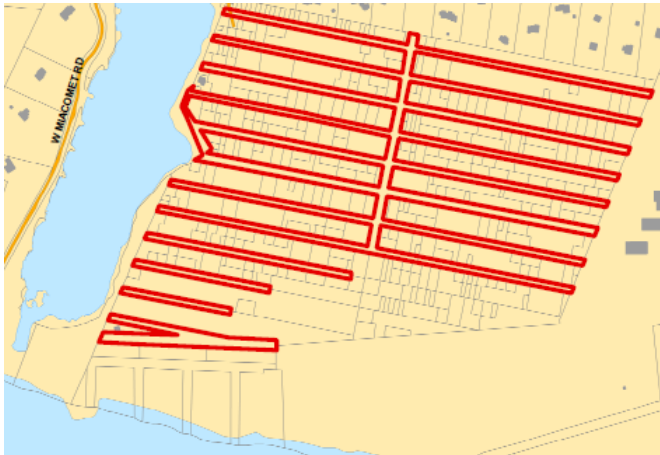
**ARTICLES OF LAND BANK INTEREST**

**Articles 100 & 101** Companion articles for Real Estate Acquisition and Conveyance of Miacomet Park paper street parcels

**Warrant Article**      **Sponsored by Select Board**

**Quantum of vote:** requires majority vote to pass

**Summary:** Article 100 authorizes acquisition. Article 101 authorizes conveyance of same to the LB in alignment with our enabling legislation.





**From:** [Jasper Craven](#)  
**To:** [Jesse Bell](#)  
**Cc:** [Yilan Song](#)  
**Subject:** Re: Collaboration Request for Nantucket Housing Documentary Project  
**Date:** Tuesday, April 2, 2024 12:56:46 PM

---

Sure, so far we've spoken to:

Emily Molden  
Tucker Holland  
Brian Sullivan  
Anne Kuszpa  
Kristie Ferrantella  
Sue Myntinnen  
and then a bunch of homeowners, workers, renters, unhoused folks, etc.

On Tue, Apr 2, 2024 at 12:38 PM Jesse Bell <[jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)> wrote:

Hi Jasper,

Can you send me a list of the other people you will be interviewing for the film?

Thanks,

Jesse

---

**From:** Jasper Craven <[jclarkcraven@gmail.com](mailto:jclarkcraven@gmail.com)>  
**Sent:** Friday, March 29, 2024 3:59 PM  
**To:** Jesse Bell <[jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)>  
**Cc:** Yilan Song <[song46y@mtholyoke.edu](mailto:song46y@mtholyoke.edu)>  
**Subject:** Re: Collaboration Request for Nantucket Housing Documentary Project

Hi Jesse,

Thanks again for the time today!

A bit more background on myself and the project for your colleagues:

My name is Jasper Craven, I'm a freelance reporter mostly covering the military and veterans' issues for outlets including [The Atlantic](#), [POLITICO Magazine](#), [NY Mag](#), and The [New York Times](#).

I'm now co-directing a documentary project about the year-round community and housing on Nantucket with [Patrick Kennedy](#), an accomplished cinematographer and editor. We're overseeing about eight students from a handful of colleges. They're helping make the film as part of an immersive study abroad program called Semester Cinema.

We're speaking with as many community interests and individuals as possible. That way we can stitch together a truthful portrayal of the challenges of living on the island, but also the ideas and programs that offer promise for the future. I see the Land Bank's voice as critical to the piece, one that can help illustrate the island's unparalleled beauty and uniquely prosperous environment but can also offer a potential model on how the community can fund and build affordable housing for the future.

We'd love to speak with Jesse soon -- perhaps she could also show us a patch of land bank land that represents its role in protecting the island's endangered beauty? I'm happy to answer any questions or concerns the commission has. Thanks for considering my request.

-Jasper

On Tue, Mar 26, 2024 at 9:18 AM Jasper Craven <[jclarkcraven@gmail.com](mailto:jclarkcraven@gmail.com)> wrote:

Perfect!

On Mon, Mar 25, 2024 at 8:27 PM Jesse Bell <[jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)> wrote:

Friday morning 10am? I am away on Thursday.

> On Mar 25, 2024, at 8:25 PM, Jasper Craven <[jclarkcraven@gmail.com](mailto:jclarkcraven@gmail.com)> wrote:

>

>

> Hi Jesse,

>

> Thanks again for your time today! Let us know if you've got another 20 minutes to chat sometime on Thursday or Friday. We're quite flexible.

>

> -Jasper

**From:** [Grant Sanders](#)  
**To:** [Jesse Bell](#)  
**Subject:** Nantucket Owner's Manual PODCAST!!  
**Date:** Tuesday, April 2, 2024 11:08:21 AM  
**Attachments:** [PastedGraphic-2.tiff](#)

---

Hey there, Jesse:

I was wondering if you want to do a podcast with me where we walk a trail with a remote mic and talk about a few different things, or maybe one thing in particular?

Like dog poo. Or leashes?

Or the cross-island trail?

Or new initiatives? (Maybe use the show to announce something and explain it in greater detail than the newspapers can?)

Or hidden gem trails that no one knows about yet?

We could make it a quarterly thing, if you are up for it?

**Here are the three podcasts we've done already. My goal is to publish two shows a month that help people leave the island better than they found it.**

<https://podcasts.apple.com/us/podcast/the-nantucket-owners-manual/id1732847238>

Let me know. :-)

G.

**Grant Sanders**  
Founder/Publisher  
Nantucket Owner's Manual  
<https://www.nantucketownersmanual.com>  
508-826-1334

PastedGraphic-2.tiff



TRANSFER BUSINESS  
Nantucket Land Bank Commission  
Regular Meeting of April 9, 2024

1. March 2024 Transfers – Record Nos. 46288 through 46374
2. “M” Exemption Update: Two Year Domicile Extension Request  
No. 45472 Cory A. Piper
3. “M” Exemption: Three Year Ownership Non-Compliance: Request for Waiver  
No. 44090 Amy Sanford

**Nantucket Islands Land Bank**

**Transfers by Month Report**

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46288	3/1/2024	4241	007	E LINCOLN AV, 11	11 EAST LINCOLN LLC	SHAUGHNESSY/MARQUES	-1	0	0	0	0.10	\$0.00	\$0.00	I
46289	3/1/2024	0056	367	AUSTIN FARM DR, 8	DIETRICH	8 AUSTIN FARM LLC	-1	0	0	0	0.92	\$8,500,000.00	\$170,000.00	
46290	3/1/2024	0055	389-	ORANGE ST, 121	ROCK ISLAND REALTY T	SALTY 3 MASSACHUSETT	0	0	-1	0	0.14	\$800,000.00	\$16,000.00	
46291	3/4/2024	4233	192	COPPER LN, 4	MARY T HOWELL REVOCA	HOWELL	-1	0	0	0	0.11	\$0.00	\$0.00	D
46292	3/4/2024	0071	021	LONGWOOD DR, 18	DRAPEAU 2024 FUNDING	DRAPEAU, JR	-1	0	0	0	2.75	\$0.00	\$0.00	D
46293	3/4/2024	0054	029	KELLEY RD, 6	SKAE	BENSON AND HENDERSON	-1	0	0	0	0.40	\$2,200,000.00	\$44,000.00	
46294	3/5/2024	7331	077	MCKINLEY AV, 4	ROBBIN LOCKETT 2010	ROBBIN LOCKETT 2010	-1	0	0	0	0.29	\$0.00	\$0.00	D
46295	3/5/2024	7731	771+	MCKINLEY AV, 4+	ROBIN LOCKETT REVOCA	MARGARET LOCKETT TRU	-1	0	-1	0	0.53	\$0.00	\$0.00	C
46296	3/5/2024	7642	177	EXETER ST, 21	KYMER REALTY TRUST	KYMER	-1	0	0	0	1.80	\$0.00	\$0.00	D
46297	3/5/2024	0068	311	WAMPANOAG WY, 23	SESTRIMSKI REALTY TR	SESTRIMSKI	-1	0	0	0	0.23	\$0.00	\$0.00	D
46298	3/5/2024	4243	152	W CHESTER ST, 1	ONE WEST CHESTER STR	WENDIN NOMINEE TRUST	-1	0	0	0	0.12	\$0.00	\$0.00	I
46299	3/5/2024	0594	117	LONG POND DR, 36	PJLSMB REVOCABLE TRU	LOSURDO/BONGETTE	-1	0	0	0	0.88	\$0.00	\$0.00	D
46300	3/5/2024	4234	060	QUINCE ST, 11	JOEL R EINBINDER 202	EINBINDER	-1	0	0	0	0.06	\$0.00	\$0.00	D
46301	3/6/2024	4231	1624	CENTER ST, 30E	JUDITH MANCHESKI REV	MANCHESKI	0	0	0	-1	0.00	\$0.00	\$0.00	D
46302	3/6/2024	4231	1624	CENTER ST, 30E	JUDITH MANCHESKI REV	MANCHESKI	0	0	0	-1	0.00	\$0.00	\$0.00	D
46303	3/6/2024	5514	083	INDEPENDENT WY, 6	MOONEY	MOONEY FAMILY LIVING	-1	0	0	0	0.12	\$0.00	\$0.00	D
46304	3/6/2024	0079	017	BOULEVARD, 60	HERBERT ROSE REVOCAB	ROSE	-1	0	0	0	0.74	\$0.00	\$0.00	D
46305	3/6/2024	0079	211	BOULEVARD, 62	ANN M ROSE REVOCABLE	ROSE	0	0	-1	0	0.64	\$0.00	\$0.00	D
46306	3/7/2024	0087	071	WESTERN AV, 14	GUY T MADDALONE QUAL	MADDALONE	-1	0	0	0	1.83	\$0.00	\$0.00	D
46307	3/7/2024	0068	003	OLD SOUTH RD, 31	ACK 31 OLD SOUTH LLC	FREDERICKS/PERKINS	-1	0	0	0	0.18	\$0.00	\$0.00	I
46308	3/7/2024	0091	129	WRIGHT'S LANDING, 4	RAVITZ	RAVITZ	-1	0	0	0	0.46	\$1,700,000.00	\$0.00	K
46309	3/7/2024	0054	153+	BERKELY AV, 17, 10	1710 LLC	1710 LLC	-1	0	0	0	2.70	\$0.00	\$0.00	C
46310	3/7/2024	0054	153+	BERKELEY AV, 17, 10	1710 LLC	1710 LLC	-1	0	0	0	2.70	\$0.00	\$0.00	C
46311	3/11/2024	0050	154	FOLGER AV, 15	NELL A VAN VORST REA	VAN VORST	-1	0	0	0	1.00	\$0.00	\$0.00	D
46312	3/11/2024	0060	032	STARBUCK RD, 44	PHILLIP M LOWE TRUST	LOWE	-1	0	0	0	0.00	\$0.00	\$0.00	C
46313	3/11/2024	0054	124+	POLPIS RD, 10, 22+	DON ALLEN AUTO SERVI	DON ALLEN AUTO SERVI	0	-1	0	0	3.72	\$1,229,600.00	\$24,592.00	
46314	3/11/2024	0054	124+	POLPIS RD, 10, 22+	DON ALLEN AUTO SERVI	DON ALLEN AUTO SERVI	0	-1	0	0	3.95	\$3,434,133.33	\$68,682.66	
46315	3/11/2024	0054	124+	POLPIS RD, 10, 22+	DON ALLEN AUTO SERVI	DON ALLEN AUTO SERVI	0	-1	0	0	3.95	\$3,434,133.33	\$68,682.66	
46316	3/11/2024	0054	124+	POLPIS RD, 10, 22+	DON ALLEN AUTO SERVI	DON ALLEN AUTO SERVI	0	-1	0	0	3.95	\$5,419,062.40	\$108,381.25	

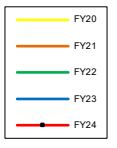
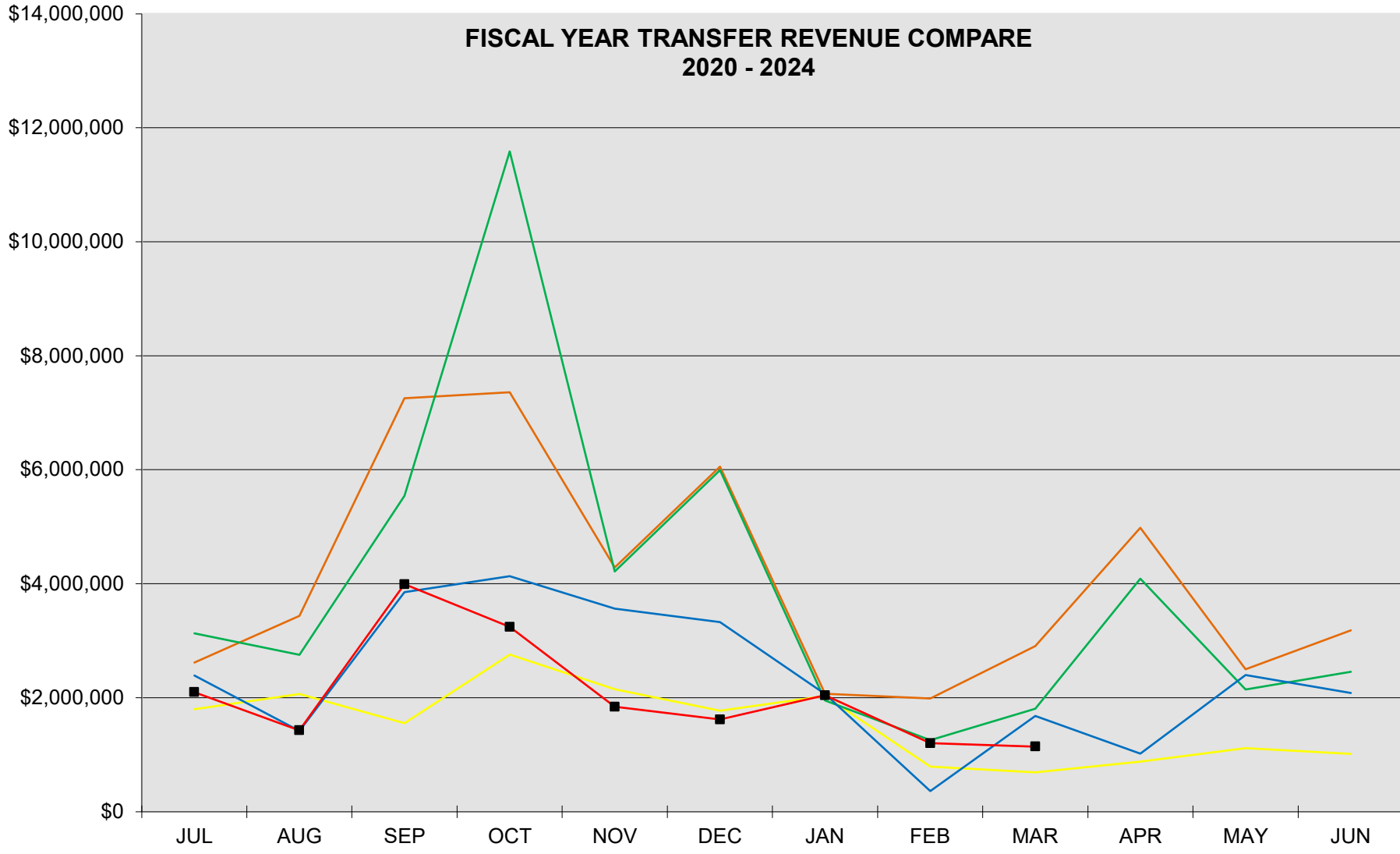


No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46317	3/12/2024	0075	075	FLINTLOCK, 34	THE FRED SHED LLC	WEBER	-1	0	0	0	1.40	\$0.00	\$0.00	I
46318	3/12/2024	0067	311+	PARKER LN, 10	FEINDEL NOMINEE TRUS	FEINDEL NOMINEE TRUS	-1	0	-1	0	2.06	\$0.00	\$0.00	D
46319	3/12/2024	0066	080	SOMERSET RD, 85	SNYDER	8TEEFORE REAL ESTATE	-1	0	0	0	0.47	\$2,950,000.00	\$59,000.00	
46320	3/13/2024	4234	096	HUSSEY ST, 24	24 HUSSEY STREET TRU	24 HUSSEY STREET TRU	-1	0	0	0	0.07	\$0.00	\$0.00	D
46321	3/13/2024	4232	052	PINE ST, 21	SURFSIDE BEACH MPF 2	SOLOMON	-1	0	0	0	0.10	\$3,725,000.00	\$74,500.00	
46322	3/13/2024	7313	024	BEACH ST, 9	ROBERTA BROWN REVOCA	BROWN	-1	0	0	0	0.12	\$0.00	\$0.00	D
46323	3/13/2024	0041	238	DERRYMORE RD, 16	QUANDT	YOUNG	-1	0	0	0	0.17	\$2,950,000.00	\$59,000.00	
46324	3/13/2024	4241	752	SWAIN ST, 15, D1	DONNA ANN BARTLETT F	BARTLETT	0	0	0	-1	0.00	\$0.00	\$0.00	D
46325	3/14/2024	0054	230-	CHATHAM RD, 8	RYDER	T AND D NOMINEE TRUS	0	0	-1	0	0.67	\$0.00	\$0.00	C
46326	3/14/2024	0054	230-	CHATHAM RD, 8	RYDER	T AND D NOMINEE TRUS	0	0	-1	0	0.70	\$0.00	\$0.00	C
46327	3/14/2024	0015	007	POCOMO RD, 75	FRANKLIN CAPITAL PAR	FIFTY FRANKLIN STREE	0	0	-1	0	1.30	\$0.00	\$0.00	L
46328	3/14/2024	0069	310+	TOMAHAWK RD, 5, 7, 9	RUTHERFORD	HARYN NOMINEE TRUST	0	0	-1	0	0.33	\$0.00	\$0.00	D
46329	3/14/2024	0069	310+	TOMAHAWK RD, 5, 7, 9	5-9 TOMAHAWK ROAD LL	RUTHERFORD	0	-1	0	0	0.33	\$0.00	\$0.00	I
46330	3/14/2024	0080	531	S SHORE RD, 47	47 SOUTH SHORE ROAD	RUTHERFORD	-1	0	0	0	1.85	\$0.00	\$0.00	I
46331	3/14/2024	4231	113	LIBERTY ST, 4	FLANAGAN	FOUR LIBERTY STREET	-1	0	0	0	0.07	\$0.00	\$0.00	D
46332	3/14/2024	0020	041	WAUWINET RD, 15	MARY JANE DICKSON RE	DICKSON	-1	0	0	0	2.81	\$0.00	\$0.00	D
46333	3/14/2024	5541	027-	ORANGE ST, 85, LOT B	ATTYMASS CHARITABLE	ATTYMASS 2003 REVOCA	-1	0	0	0	0.12	\$0.00	\$0.00	D
46334	3/14/2024	5541	027-	ORANGE ST, 85, LOT A	MCCAULEY	ATTYMASS 2003 REVOCA	-1	0	0	0	0.06	\$0.00	\$0.00	D
46335	3/15/2024	0015	007	POCOMO RD, 75	ELEGANCE LLC	FRANKLIN CAPITAL PAR	0	0	-1	0	1.30	\$8,500,000.00	\$170,000.00	
46336	3/18/2024	0000	000	ADJ TO #46313	DON ALLEN AUTO SERVI	DON ALLEN AUTO SERVI	0	0	0	0	0.00	\$0.00	\$0.00	
46337	3/18/2024	0000	000	ADJ TO # 46314	DON ALLEN AUTO SERVI	DON ALLEN AUTO SERVI	0	0	0	0	0.00	\$0.00	\$0.00	
46338	3/18/2024	0000	000	ADJ TO # 46315	DON ALLEN AUTO SERVI	DON ALLEN AUTO SERVI	0	0	0	0	0.00	\$0.00	\$0.00	
46339	3/18/2024	0000	000	ADJ TO # 46316	DON ALLEN AUTO SERVI	DON ALLEN AUTO SERVI	0	0	0	0	0.00	\$0.00	\$0.00	
46340	3/19/2024	0068	134	NANCY ANN LN, 7	LIVINGSTON ETAL	CHARLES F SAYLE, JR	0	-1	0	0	0.52	\$0.00	\$0.00	D
46341	3/19/2024	4233	178	MAIN ST, 108	RUETTIGERS	RUETTIGERS	-1	0	0	0	0.17	\$4,500,000.00	\$90,000.00	
46342	3/19/2024	0068	134	NANCY ANN LN, 7	SAYLE 7 NANCY ANN LL	SAYLE, III	0	0	0	0	0.52	\$0.00	\$0.00	I
46343	3/19/2024	0000	000	SKIPPED #			0	0	0	0	0.00	\$0.00	\$0.00	
46344	3/19/2024	0068	134	NANCY ANN LN, 7	SAYLE 7 NANCY ANN LA	LIVINGSTON ETAL	0	-1	0	0	0.52	\$0.00	\$0.00	I
46345	3/20/2024	0044	252	POLPIS RD, 90	90 POLPIS ROAD REALT	THE POLPIS TRUST	-1	0	0	0	1.80	\$0.00	\$0.00	D
46346	3/20/2024	4241	731	SWAIN ST, 15, A1	WALSH/WAGNER	BERTUZZI	0	0	0	-1	0.00	\$4,000.00	\$80.00	
46347	3/20/2024	4241	731+	SWAIN ST, 15, A1, C7	WALSH/WAGNER	BENLIAN	0	0	0	-1	0.00	\$21,000.00	\$420.00	
46348	3/20/2024	4241	738	SWAIN ST, 15, A8, C7	WAGNER	WHITE	0	0	0	-1	0.00	\$15,000.00	\$300.00	

<b>No.</b>	<b>DATE</b>	<b>MAP</b>	<b>PAR</b>	<b>LOCATION</b>	<b>BUYER</b>	<b>SELLER</b>	<b>R</b>	<b>B</b>	<b>V</b>	<b>O</b>	<b>AC</b>	<b>PRICE</b>	<b>PAID</b>	<b>EX</b>
46349	3/21/2024	4231	162	CENTRE ST, 30A	ROTTMEIER	HAUGE	0	0	0	-1	0.00	\$1.00	\$0.02	
46350	3/21/2024	5514	088	UNION ST, 53	MOYNIHAN ACK REAL ES	MOYNIHAN	-1	0	0	0	0.05	\$0.00	\$0.00	I
46351	3/22/2024	5541	187	SILVER ST, 8	ANGELS' ROOST NOMINE	ANGELS' ROOST NOMINE	-1	0	0	0	0.39	\$519,087.00	\$10,381.74	
46352	3/22/2024	5541	187	SILVER ST, 8	ANGELS' ROOST NOMINE	ANGELS' ROOST NOMINE	-1	0	0	0	0.39	\$0.00	\$0.00	D
46353	3/25/2024	0924	095	BOSWORTH RD, 27	27 BOSWORTH RD LLC	MACFARLANE	-1	0	0	0	2.09	\$0.00	\$0.00	I
46354	3/25/2024	0593	100	MIDLAND AV, 3, 12F	MAINSTAY, INC	ROSE, EST	0	0	0	-1	0.00	\$500.00	\$10.00	
46355	3/25/2024	0041	2004	MADAKET RD, 64	JANE M BOGUE REVOCAB	JACOBY	-1	0	0	0	0.47	\$0.00	\$0.00	D
46356	3/26/2024	4233	332	NEW MILL ST, 8	LUCKY DOG BROTHERS L	BASILE/SHERMAN	-1	0	0	0	0.17	\$4,550,000.00	\$91,000.00	
46357	3/26/2024	0055	909	WILLIAMS ST, 7	DAVID L JUDD REVOCAB	JUDD	-1	0	0	0	0.20	\$0.00	\$0.00	D
46358	3/26/2024	0080	061-	CORREIA LN, 4, L18B	HUNT FAMILY NOMINEE	HUNT/HILBERG	0	0	0	0	0.56	\$0.00	\$0.00	D
46359	3/26/2024	0080	062	S SHORE RD, 35	HUNT FAMILY NOMINEE	HUNT	-1	0	0	0	0.75	\$0.00	\$0.00	D
46360	3/27/2024	5541	200	JEFFERSON LN, 8	FLAHERTY	JABACK LLC	-1	0	0	0	0.05	\$0.00	\$0.00	J
46361	3/27/2024	7324	035	MAIN ST, 4	SCONSET MARKET REALT	SCONSET MARKET REALT	0	-1	0	0	0.08	\$0.00	\$0.00	D
46362	3/27/2024	0055	4002	ORANGE ST, 106 B	CREEK VIEW REALTY TR	SCONSET MARKET REALT	0	0	0	-1	0.00	\$0.00	\$0.00	D
46363	3/27/2024	5541	1192	JEFFERSON LN, 5	SCONSET MARKET REALT	SCONSET MARKET REALT	-1	0	0	0	0.04	\$0.00	\$0.00	D
46364	3/27/2024	0041	284	NEW LN, 9	GEDDES	GEDDES, EST, ROBERT	-1	0	0	0	0.21	\$0.00	\$0.00	E
46365	3/27/2024	0593	098	MIDLAND AV, 7	7 MIDLAND NOMINEE TR	GAUVIN	0	0	0	-1	0.00	\$2,425.25	\$48.51	
46366	3/28/2024	0068	880	INDIGO DR, 4	ZIMMERMAN	NANTUCKET PROPERTY O	-1	0	0	0	0.12	\$2,275,000.00	\$45,500.00	
46367	3/28/2024	5514	085	YORK ST, 4	FIELD	JAMES S BENNETT REVO	-1	0	0	0	0.07	\$2,175,000.00	\$43,500.00	
46368	3/28/2024	0038	053	WARRENS LANDING, 45	ANGUSBUD LLC	STERLING	-1	0	0	0	1.31	\$0.00	\$0.00	I
46369	3/28/2024	0593	017	ARKANSAS AV, 80	JOANNE M HUNGATE TRU	HUNGATE	0	0	0	-1	0.00	\$0.00	\$0.00	D
46370	3/28/2024	0067	035	LEWIS CT, 9	9 LEWIS COURT LLC	MEERBERGEN	-1	0	0	0	0.32	\$0.00	\$0.00	I
46371	3/29/2024	0067	250	DIAS RD, 4	DERR REALTY TRUST	DERR	-1	0	0	0	0.49	\$0.00	\$0.00	D
46372	3/29/2024	0066	165	SWAYZES RD, 2	DERR REALTY TRUST	DERR	-1	0	0	0	0.45	\$0.00	\$0.00	D
46373	3/29/2024	0069	256	HANABEA LN, 8	8 HANABEA LANE LLC	12 HANABEA LANE LLC	0	-1	0	0	0.11	\$0.00	\$0.00	B
46374	3/29/2024	0069	257	HANABEA LN, 10	10 HANABEA LANE LLC	12 HANABEA LANE LLC	0	-1	0	0	0.11	\$0.00	\$0.00	B
<b>GRAND TOTALS</b>							<b>-52</b>	<b>-9</b>				<b>\$58,903,942.31</b>		
							<b>-10</b>	<b>-11</b>	<b>60.16</b>			<b>\$1,144,078.84</b>		

<b>MONTHLY TRANSFER STATISTICS FISCAL YEAR 2023</b>						
FY23	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jul-22	79	48	31	\$124,164,276	\$119,014,276	\$2,387,886
Aug-22	81	57	24	\$84,455,392	\$70,037,323	\$1,417,575
Sep-22	85	41	44	\$199,748,058	\$192,528,058	\$3,850,561
Oct-22	97	38	59	\$216,160,950	\$206,610,950	\$4,132,219
Nov-22	88	43	45	\$186,319,400	\$178,167,500	\$3,563,350
Dec-22	117	59	58	\$178,569,358	\$165,994,358	\$3,325,661
Jan-23	69	50	19	\$105,949,500	\$103,160,414	\$2,063,208
Feb-23	61	48	13	\$19,474,665	\$17,669,500	\$361,890
<b>Mar-23</b>	<b>72</b>	<b>46</b>	<b>26</b>	<b>\$90,080,762</b>	<b>\$84,013,251</b>	<b>\$1,680,265</b>
Apr-23	50	33	17	\$52,530,610	\$50,810,810	\$1,016,216
May-23	82	46	36	\$123,501,599	\$119,844,099	\$2,396,882
Jun-23	60	36	24	\$110,778,641	\$104,152,130	\$2,083,043
<b>THRU MAR 23</b>	<b>749</b>	<b>430</b>	<b>319</b>	<b>1,204,922,360</b>	<b>1,137,195,630</b>	<b>22,782,615</b>
Average	80	45	33	\$124,311,101	\$147,930,411	\$2,356,563
Low	50	33	13	\$19,474,665	\$17,669,500	\$361,890
High	117	59	59	\$216,160,950	\$206,610,950	\$4,132,219
<b>MONTHLY TRANSFER STATISTICS FISCAL YEAR 2024</b>						
FY24	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jul-23	75	49	26	\$110,131,693	\$104,912,515	\$2,098,250
Aug-23	64	32	32	\$78,042,000	\$71,417,000	\$1,428,340
Sep-23	93	46	47	\$199,648,798	\$199,548,798	\$3,990,976
Oct-23	101	56	45	\$170,787,010	\$162,137,010	\$3,242,740
Nov-23	79	51	28	\$92,790,100	\$91,990,100	\$1,840,004
Dec-23	76	50	26	\$87,561,537	\$80,894,700	\$1,617,894
Jan-24	72	42	30	\$109,580,517	\$102,178,767	\$2,043,575
Feb-24	46	26	20	\$60,093,759	\$60,093,759	\$1,201,875
Mar-24	87	60	27	\$58,903,942	\$57,203,942	\$1,144,079
Apr-24						
May-24						
Jun-24						
<b>THRU MAR 24</b>	<b>693</b>	<b>412</b>	<b>281</b>	<b>\$967,539,356</b>	<b>\$930,376,591</b>	<b>\$18,607,734</b>
Average	77	46	31	\$107,504,373	\$103,375,177	\$2,067,526
Low	46	26	20	\$58,903,942	\$57,203,942	\$1,144,079
High	101	60	47	\$199,648,798	\$199,548,798	\$3,990,976

# FISCAL YEAR TRANSFER REVENUE COMPARE 2020 - 2024





APPLICATION FOR THE INSTALLATION OF COMMEMORATIVE PLAQUES,  
BENCHES, ROCKS, & TREES ON NANTUCKET LAND BANK PROPERTIES

APPLICANT NAME: Diane Ropitzky Kerr  
MAILING ADDRESS: 18 Western Ave → 86 Merriam District, N. Oxford, MA  
NANTUCKET ADDRESS: Surfside  
TELEPHONE: (978)-394-2725 cell (978)-369-8332 home Tom ( )- - - work  
E-MAIL: mimtipsy@comcast.net

01537

Name of Person(s) on Plaque: Carol Ropitzky Miller

Please describe the connection of the person(s) to the preferred location:  
Surfside is our heart. My family ("Carroll") have been in Surfside since 1920's. My brother Daniel Ropitzky has a bench already at 40 Western Ave in memoriam.

Please check type of plaque<sup>1</sup> etc... :  
 Plaque on existing bench     New bench with plaque     New Rock with Engraving  
 Plaque on existing tree     Plaque on new tree     Plaque on existing Rock  
 OTHER: \_\_\_\_\_

Wording on plaque: to be determined

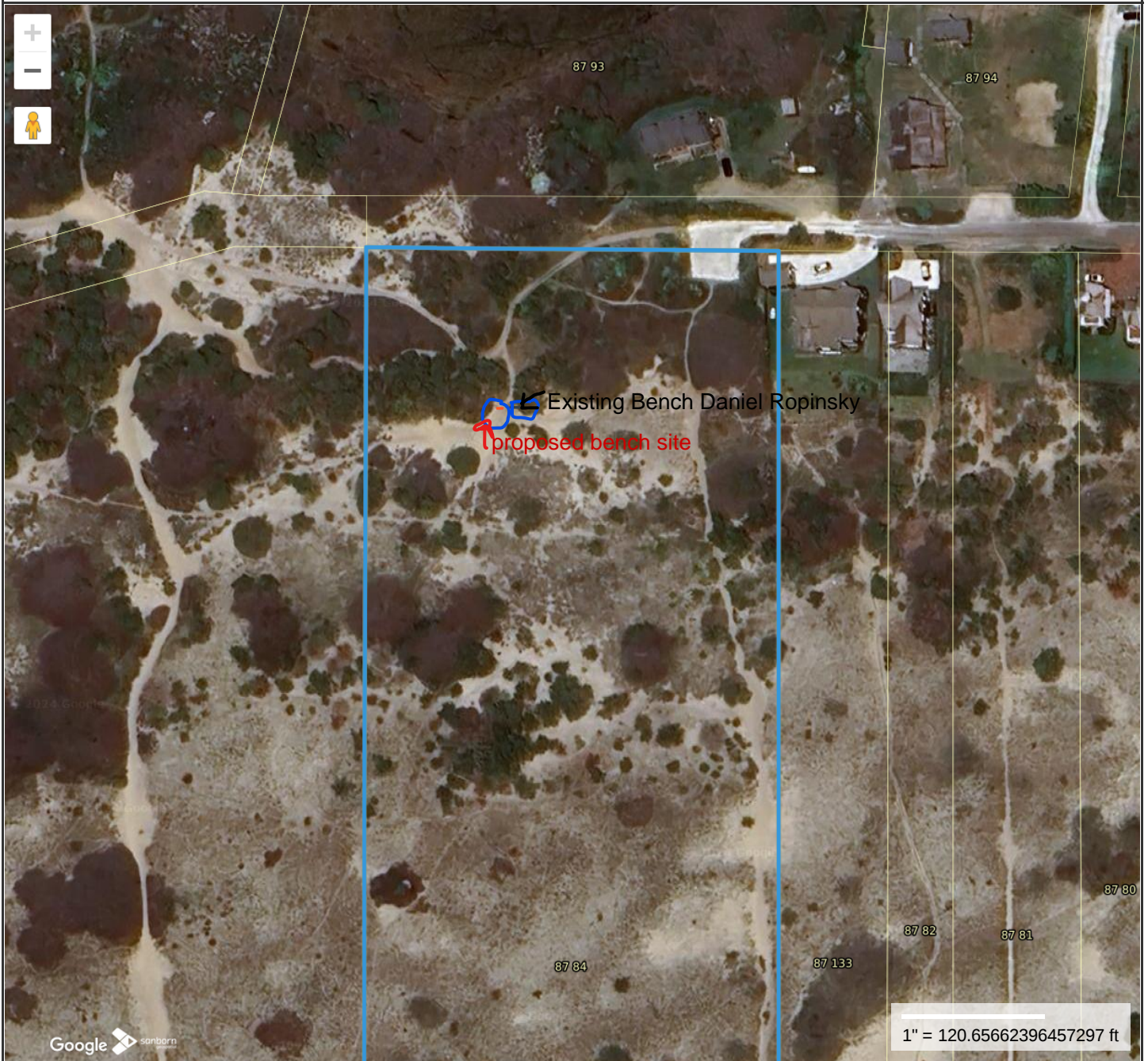
Approved/Denied: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> Land Bank Staff should be consulted as to type of plaque, bench, rock, and tree to ensure compatibility with the environment of the preferred location.



### 40 Western Av Bench Request Ropitzky



**Property Information**

**Property ID** 8543  
**Location** 40 WESTERN AV  
**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 02/08/2024  
Data updated Jan. 2021

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









WILSON

LICENSE AGREEMENT  
CISCO PROPRIETORS' ROAD

This License (the "License") is entered into on this 10<sup>th</sup> day of April, 2024 by and between the TOWN OF NANTUCKET, a Massachusetts municipal corporation acting by and through its Select Board, having an address of Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Town"); and the NANTUCKET ISLANDS LAND BANK, established pursuant to Chapter 669 of the Acts of 1983, as amended (the "Land Bank Act"), acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (the "Licensee").

WHEREAS, the Town is the owner of the thirty-three (33') foot-wide "Proprietors Road" (CISCO) described as Parcels 1, 2 and 3 (the "Property") in an Order of Taking dated September 10, 2014, recorded with Nantucket Registry of Deeds in Book 1452, Page 147 and filed with Nantucket Registry District of the Land Court as Document No. 145760 and shown more particularly on a plan recorded with said Deeds as Plan No. 2014-64 (the "Taking Plan") ;

WHEREAS, the Licensee is planning to construct a beach parking area on portions of Parcels 2 and 3 as shown on the License Area Plan prepared by Grady Consulting, L.L.C. dated March 27, 2024, and attached hereto as Exhibit "A" (the "Licensed Area");

WHEREAS, the Licensee intends to construct in the Licensed Area a split-rail fence and parking spaces to be used for access to the public beach known as "Cisco Beach" according to a design plan prepared by Grady Consulting, L.L.C. for the Licensee dated February 24, 2024, and attached hereto as Exhibit "B" (the "Design Plan");

WHEREAS, the Town is willing to grant permission to the Licensee to use the Licensed Area for the above-described purposes subject to the following terms and conditions; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

1. USE AND PURPOSE. The Town hereby grants the Licensee and its employees, contractors, subcontractors and agents (the "Licensee Agents"), the right to enter upon the portions of the Property shown as the Licensed Area for the sole purposes of the installation, construction, maintenance, repair and use of a parking area to provide the public access to Cisco Beach (the "Permitted Uses").

2. LEGAL COMPLIANCE. The Licensee shall comply with, and shall cause all work performed under the License to comply with all federal, state and local laws, regulations, ordinances and by-laws, and the Licensee agrees that it shall be solely responsible for obtaining any and all permits and/or approvals necessary to carry out the activities permitted hereunder at its sole cost and expense.

3. PROPERTY CONDITION. The Licensee accepts the Licensed Area in its “AS IS” condition, with no liability on the part of the Town for any condition or defect or title in the Licensed Area, whether or not known to the Town or any representative of the Town. The terms of this paragraph shall survive the termination of this License and the Licensee acknowledges that the Town shall have no obligation to perform any work to make the Licensed Area suitable for the Licensee’s use and that the Licensee shall use the Licensed Area at its sole risk.

4. TERM. The rights granted to the Town and the Licensee, respectively, hereunder, may be exercised from the date of the execution of the License and shall continue until it is terminated pursuant to the provisions of Paragraph 9 below (the “Term”).

5. TOWN APPROVAL. The Licensee shall not construct, install or place any temporary or permanent structures or objects or undertake any grading within the Licensed Area without the Town’s prior written consent, which shall not be unreasonably withheld. The Licensee shall provide the Town with the plans and specifications showing any proposed alterations to be made to the Licensed Area, including any grading plans at least thirty (30) days prior to the undertaking of any work within the Licensed Area, and obtain the Town’s prior written consent to the same. The parties acknowledge that this procedure will apply for any substantial alterations proposed by Licensee subsequent to execution of this License. However, execution of this License confirms that the Licensor has reviewed and approved the Design Plan and hereby approves initial installation in accordance therewith.

6. MAINTENANCE. The Licensee shall maintain the Licensed Area and its improvements at its sole cost and expense, in good, safe and clean order and condition, reasonable wear and tear excepted. If the Licensee or Licensee Agents damage the Licensed Area or any portion thereof, and/or any improvements thereon, the Licensee shall promptly repair and restore the Licensed Area and/or any property at the Licensee’s sole cost and expense. Licensee shall use, maintain and manage the Licensed Area in a manner consistent with its usual management practices.

7. INDEMNIFICATION. The Licensee shall indemnify, defend, and hold the Town and any of its agents, employees, representatives, successors or assigns (the “Town Agents”) harmless from and against any and all claims, demands, losses, costs, damages, causes of action or liabilities whatsoever, including, but not limited to, mechanic’s liens and reasonable attorneys’ fees and expenses, demands, judgments of any nature whatsoever, which may be imposed upon, incurred by or asserted against the Town or Town Agents by reason of (a) any failure on the part of the Licensee and Licensee Agents to comply with any provision or term required to be performed or complied with by Licensee and by Licensee Agents under this License; (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the Town relating in any way, to the Licensee’s exercise of its rights under this License; (c) the discharge, release or threatened release and the use, storage or disposition at or from the Licensed Area of oil or hazardous materials as defined under the federal, state or local law which is caused by the Licensee and Licensee Agents under this License; and (d) failure on the part of the Licensee or any of the Licensee Agents to comply with applicable laws, rules, regulations and/or by-laws.



Notwithstanding the foregoing, the Licensee shall not be required to indemnify the Town to the extent that the foregoing liabilities are caused directly by the gross negligence or willful misconduct of the Town or its Town Agents. Licensee's obligations hereunder shall survive the expiration or termination of this License.

8. LIENS AND ENCUMBRANCES. The Licensee shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to the Licensee in connection with any work performed at the direction of the Licensee or any of the Licensee Agents and shall cause any such lien to be released of record without cost to the Town within thirty (30) days of the filing of the lien. The Town shall not be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Licensed Area or any part thereof.

9. TERMINATION. This License may be terminated by either party upon written notice of revocation at least ninety (90) days prior to the termination date stated within such notice. If the License is revoked or terminated pursuant to this Section, then the improvements the Licensee has constructed or made to the Licensed Area shall remain the Town's property and shall thereafter be maintained and replaced by the Town. At the expiration of the Term of this License or its prior termination, the Licensee shall forthwith remove all its equipment, markings, materials, and any other personal property from the Licensed Area at its sole expense. The grading of the Licensed Area shall remain in the condition in which it was placed by the Licensee pursuant to the terms of this License. This License shall automatically terminate upon the Town's delivery of a Deed of the fee title to Licensed Area to the Licensee pursuant to a Town Meeting vote authorizing the Town's disposition of the Property and the recording of the Deed with the Nantucket County Registry of Deeds.

10. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier services, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

11. INSURANCE. The Licensee shall maintain during the term of this License, public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amounts set forth herein to support the obligations of the Licensee under the terms and conditions of this License to indemnify, defend and hold harmless the Town pursuant to insurance coverage on the Licensed Area held by the Licensee; General Liability \$1,000,000.00 per occurrence; Bodily Injury Liability \$2,000,000.00 per occurrence; and Property Damage Liability or a combined single limit of \$2,000,000.00 annual aggregate limit. Prior to entering upon the Licensed Area, and thereafter on or before January 1 of each year of the term of this License, the Licensee shall provide the Town with a Certificate of Insurance in each case naming the Town as an additional insured on the policy and showing compliance with the foregoing provisions. The Licensee shall require the insurer to give at least thirty (30) days written notice of termination, reduction or cancellation of the policy to the Town. The Licensee

or the Licensee's contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the Licensed Area as required by law. The Licensee agrees that while any contractor is performing work on behalf of the Licensee at the Licensed Area the contractor carry a liability insurance and automobile liability insurance for General Liability and Automobile Liability insurance in amounts of \$1,000,000.00 combined single limit and shall name the Town as an additional insured party. Prior to any construction or site work in the Licensed Area performed by the Licensee or any contractor on behalf of the Licensee, the Licensee shall provide the Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified.

12. MISCELLANEOUS.

- (a) 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;
- (b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective;
- (c) This License shall not be construed as creating or vesting in the Licensee any estate in the Licensed Area, but only limited right of use as hereinabove stated;
- (d) The Licensee is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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; and
- (i) This License is to take effect as a sealed instrument.

The parties hereto have caused this License to be executed as of this 10<sup>th</sup> day of April, 2024.

OWNER:  
TOWN OF NANTUCKET  
By its Select Board

LICENSEE:  
NANTUCKET ISLANDS LAND BANK  
By its Commissioners

\_\_\_\_\_  
Dawn E. Hill Holdgate

\_\_\_\_\_  
Neil Paterson

\_\_\_\_\_  
Brooke Mohr

\_\_\_\_\_  
Kristina Jelleme

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Allen B. Reinhard

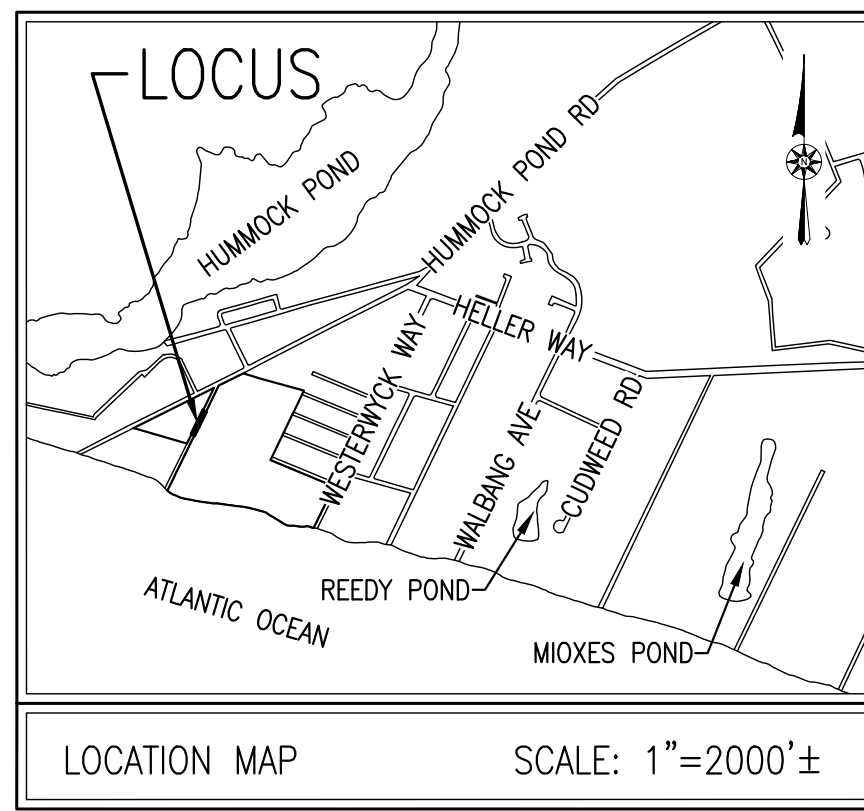
\_\_\_\_\_  
Thomas M. Dixon

\_\_\_\_\_  
Mark Donato

\_\_\_\_\_  
Malcolm W. MacNab

\_\_\_\_\_  
John J. Stackpole

EXHIBIT "A"  
LICENSED AREA PLAN

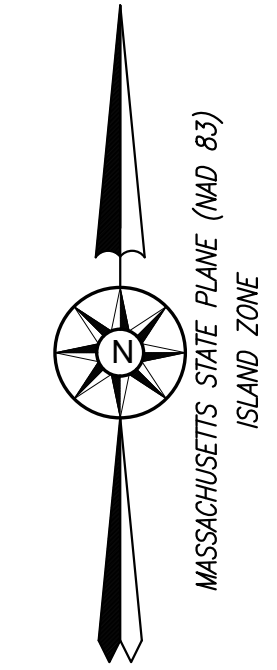
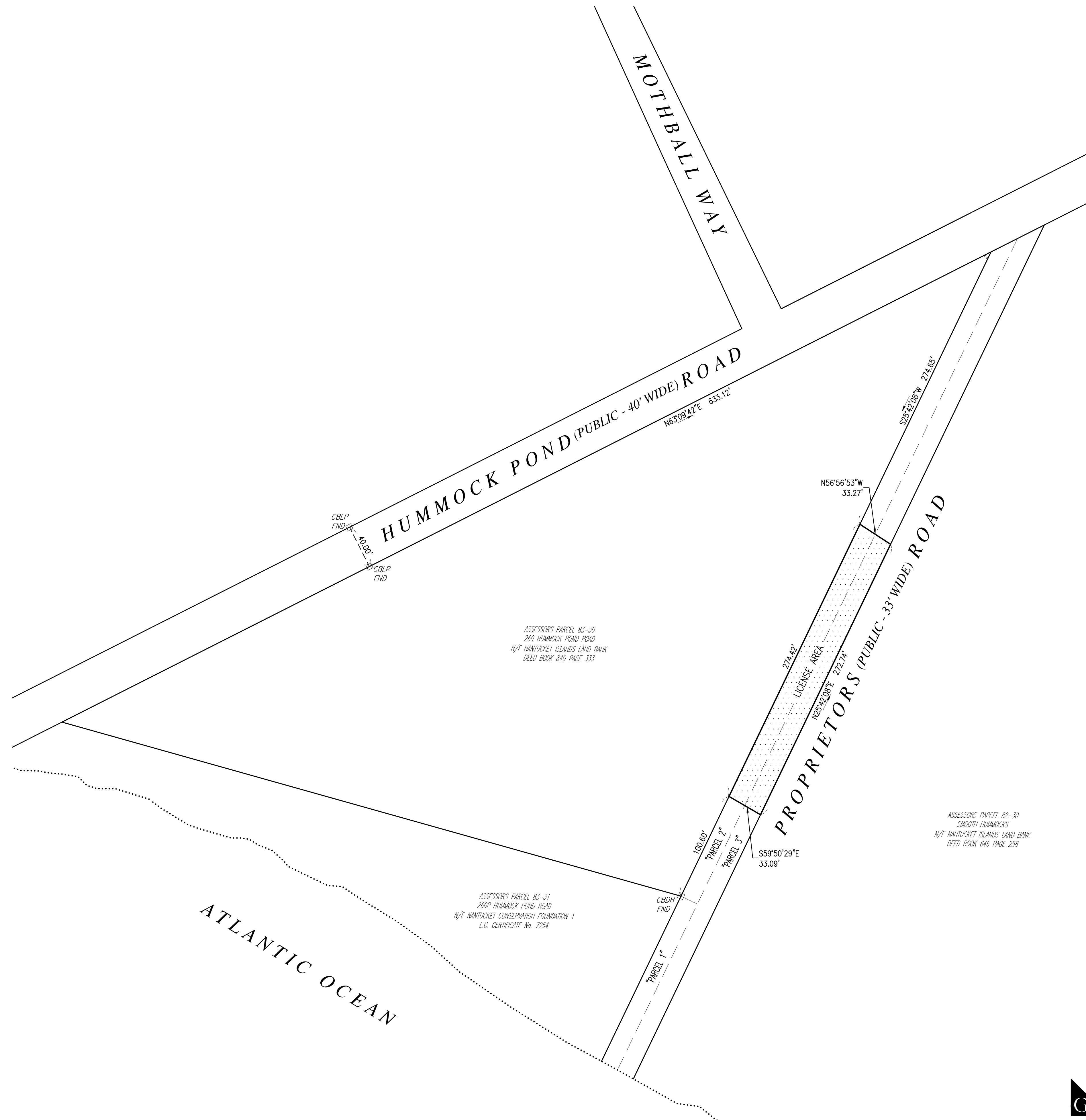


**NOTES:**

1. PROPERTY LINE, STREET LINE AND OWNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE NANTUCKET COUNTY REGISTRY OF DEEDS.
2. TOPOGRAPHY INFORMATION SHOWN ON THIS PLAN IS BASED AN ON THE GROUND SURVEY BY GRADY CONSULTING LLC ON NOVEMBER 22, 2023 AND JANUARY 15-18, 2024.
3. SUBJECT SITE IS IN THE LIMITED USE 3 (LUG-3) DISTRICT AS DEPICTED ON THE TOWN OF NANTUCKET ZONING MAP.
4. PROPRIETORS ROAD IS NOT CONSTRUCTED AND WAS ACQUIRED FOR PUBLIC COASTAL ACCESS BY TOWN MEETING ARTICLE 87/2012.

**PLAN REFERENCES**

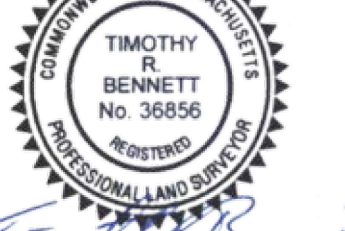
1. LAND COURT PLAN No. 13818-A
2. LAND COURT PLAN No. 17368-A
3. PLAN FILE 44-G PAGE 1
4. PLAN FILE 46-K PAGE 1
5. PLAN No. 64 OF 2014

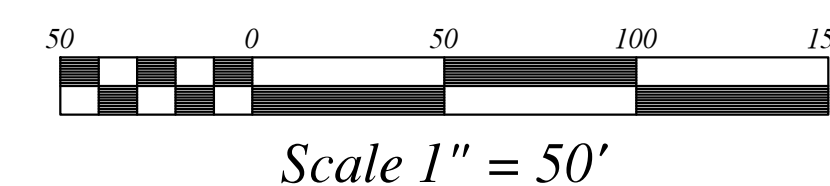


FOR REGISTRY USE ONLY

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

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

  
 TIMOTHY R. BENNETT P.L.S. #36856 DATE 3/27/2024



Scale 1" = 50'

**LICENSE AREA PLAN**  
**PROPRIETOR'S ROAD - CISCO BEACH**  
**NANTUCKET, MASSACHUSETTS**

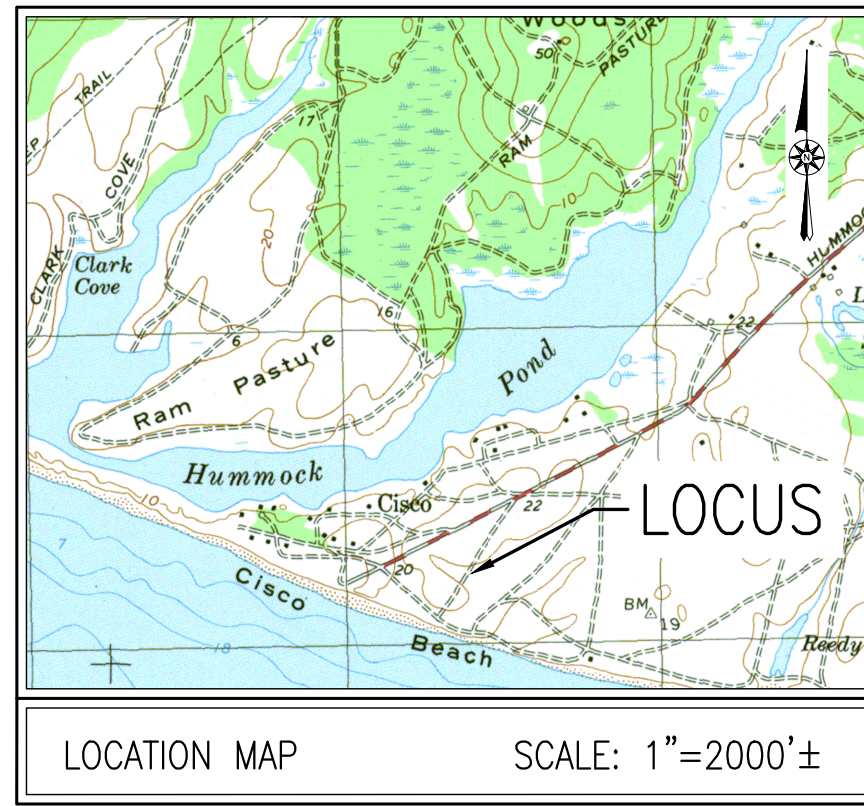
PREPARED FOR:  
 NANTUCKET ISLANDS LAND BANK  
 22 BROAD STREET  
 NANTUCKET, MA 02554

MARCH 26, 2024  
 SCALE: 1"=50'  
 JOB No. 23-375

**GRADY CONSULTING, L.L.C.**  
 Civil Engineers, Land Surveyors & Landscape Architects  
 71 Evergreen Street, Suite 1, Kingston, MA 02364  
 Phone (781) 585-2300



EXHIBIT B  
DESIGN PLAN

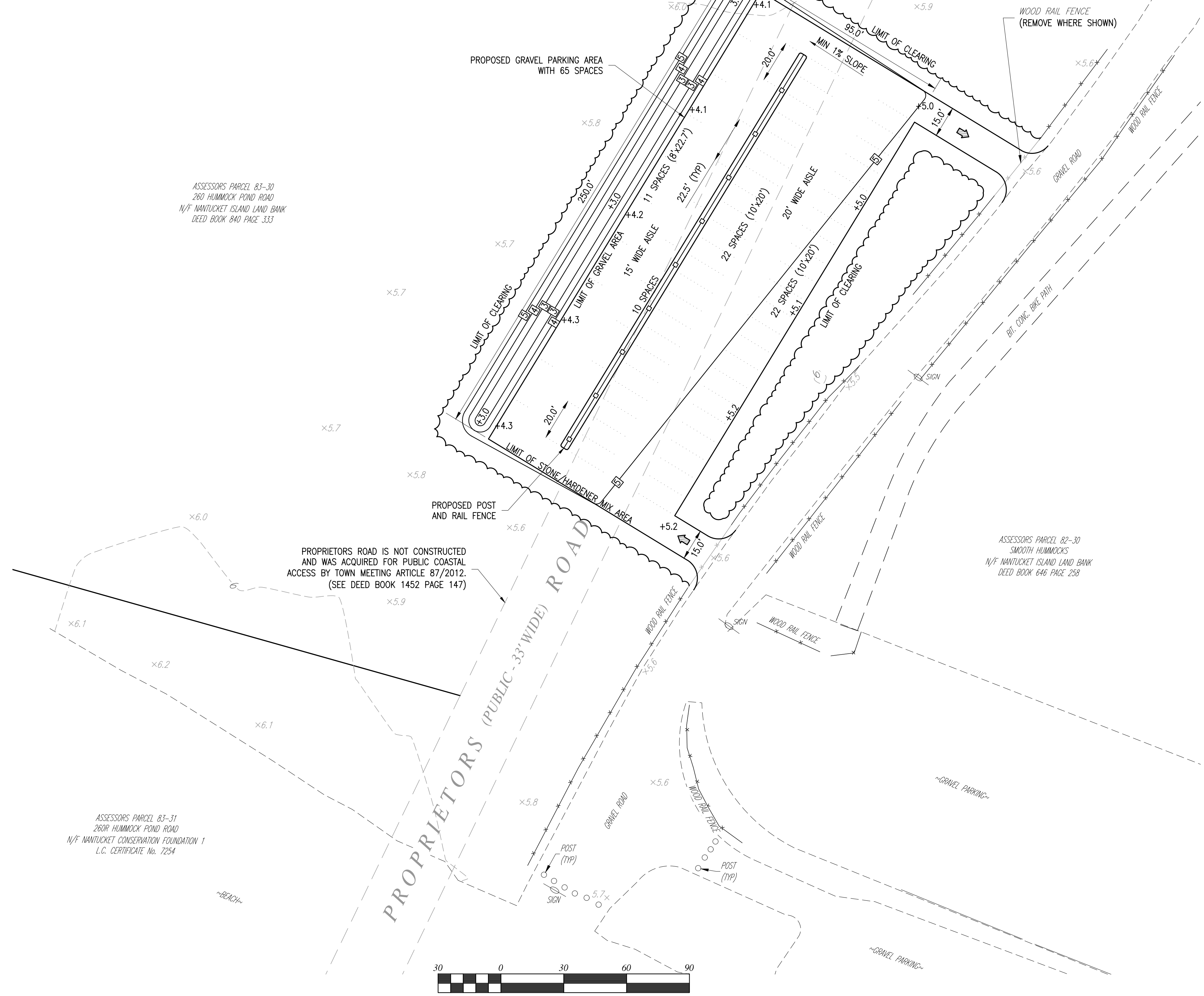


- NOTES:**
- PROPERTY LINE, STREET LINE AND OWNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE NANTUCKET REGISTRY OF DEEDS.
  - TOPOGRAPHY INFORMATION SHOWN ON THIS PLAN IS BASED ON THE GROUND SURVEY BY GRADY CONSULTING LLC ON NOVEMBER 22, 2023 AND JANUARY 15-18, 2024.
  - SUBJECT SITE IS IN THE LIMITED USE 3 (LUG-3) DISTRICT AS DEPICTED ON THE TOWN OF NANTUCKET ZONING MAP.
  - PROPRIETORS ROAD IS NOT CONSTRUCTED AND WAS ACQUIRED FOR PUBLIC COASTAL ACCESS BY TOWN MEETING ARTICLE 87/2012.

**FLOOD NOTE:**  
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X AS DEPICTED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 25019C 0069G, WHICH BEARS AN EFFECTIVE DATE OF JUNE 9, 2014.

- PLAN REFERENCES**
- LAND COURT PLAN No. 13818-A
  - LAND COURT PLAN No. 17368-A
  - PLAN FILE 44-G PAGE 1
  - PLAN FILE 46-K PAGE 1
  - PLAN No. 64 OF 2014

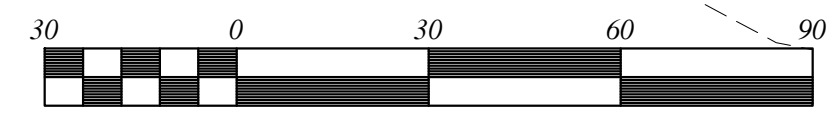
**HUMMOCK POND (PUBLIC - 40' WIDE) ROAD**



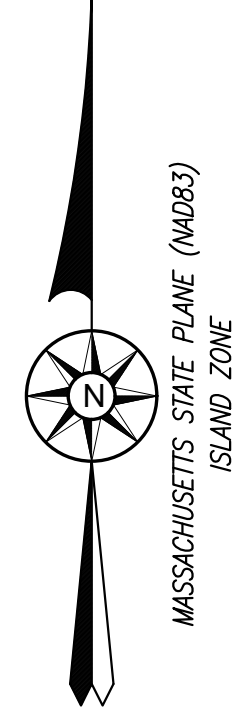
ASSESSORS PARCEL 83-30  
 280 HUMMOCK POND ROAD  
 N/F NANTUCKET ISLAND LAND BANK  
 DEED BOOK 840 PAGE 333

ASSESSORS PARCEL 82-30  
 SMOOTH HUMMOCKS  
 N/F NANTUCKET ISLAND LAND BANK  
 DEED BOOK 646 PAGE 258

ASSESSORS PARCEL 83-31  
 260R HUMMOCK POND ROAD  
 N/F NANTUCKET CONSERVATION FOUNDATION 1  
 L.C. CERTIFICATE No. 7254



Scale 1" = 30'

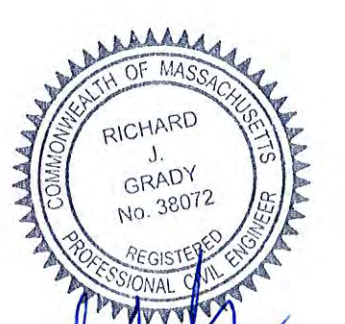
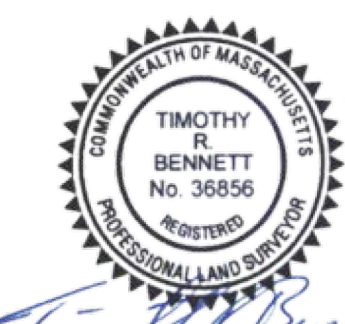


40/60 MIX OF 3/4 NATIVE STONE  
 AND  
 NATIVE HARDENER (F-750)  
**PARKING SECTION**  
 (NOT TO SCALE)

**CONSTRUCTION NOTES:**  
**PREPARATION:**  
 THE LIMITS OF WORK AND FINISHED GRADES SHALL BE ESTABLISHED AND STAKED IN THE FIELD BY THE LAND BANK'S SURVEYOR PRIOR TO STARTING CONSTRUCTION. ONCE STAKED, THE CONTRACTOR SHALL EXCAVATE ORGANIC MATERIAL AND SAND WITHIN THE LIMITS OF THE PARKING LOT TO THE NATURAL HARD PACK. THE CONTRACTOR SHALL THEN GRADE AND ROLL THE AREA IN PREPARATION FOR THE STONE/HARDENER MIX.

**STONE/HARDENER MIX:**  
 THE CONTRACTOR SHALL SPREAD A 40/60 MIX OF 3/4 NATIVE STONE AND NATIVE HARDENER (F-750) IN THE PREPARED AREA TO THE FINISHED GRADES ESTABLISHED BY THE SURVEYOR. THE STONE/HARDENER MIX SHALL BE COMPACTED IN LAYERS NOT EXCEEDING 8 INCHES IN DEPTH, USING A VIBRATORY ROLLER.

**FENCE INSTALLATION:**  
 THE PROPOSED POST AND RAIL FENCE SHALL BE INSTALLED BY THE LAND BANK. ALL OTHER WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



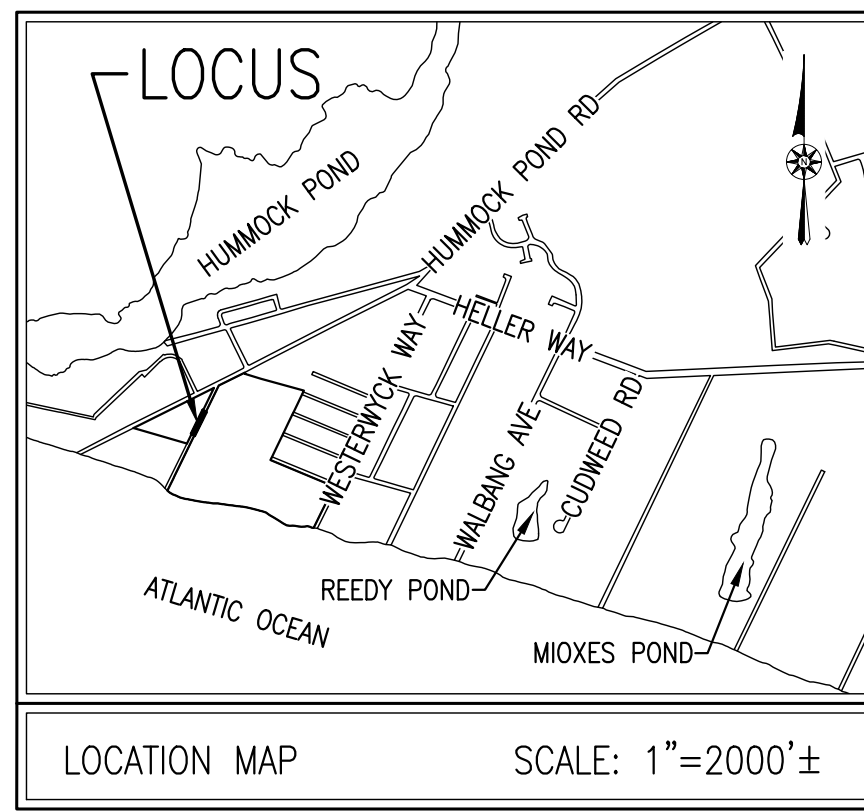
**PLOT PLAN**  
**CISCO BEACH PARKING AREA**  
**NANTUCKET, MASSACHUSETTS**

PREPARED FOR:  
 ELIZABETH PHELPS  
 THE NANTUCKET LAND BANK  
 22 BROAD STREET  
 NANTUCKET, MA 02554

FEBRUARY 28, 2024  
 SCALE: 1"=30'  
 JOB No. 23-375

**GRADY CONSULTING, L.L.C.**  
 Civil Engineers, Land Surveyors & Landscape Architects  
 71 Evergreen Street, Suite 1, Kingston, MA 02364  
 Phone (781) 585-2300



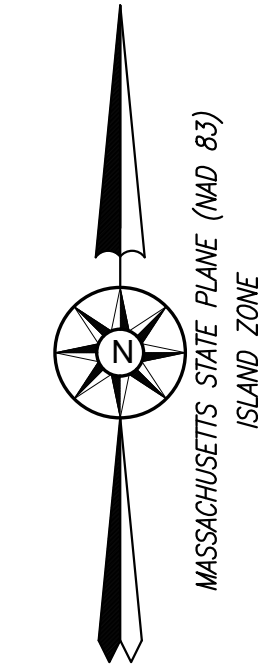
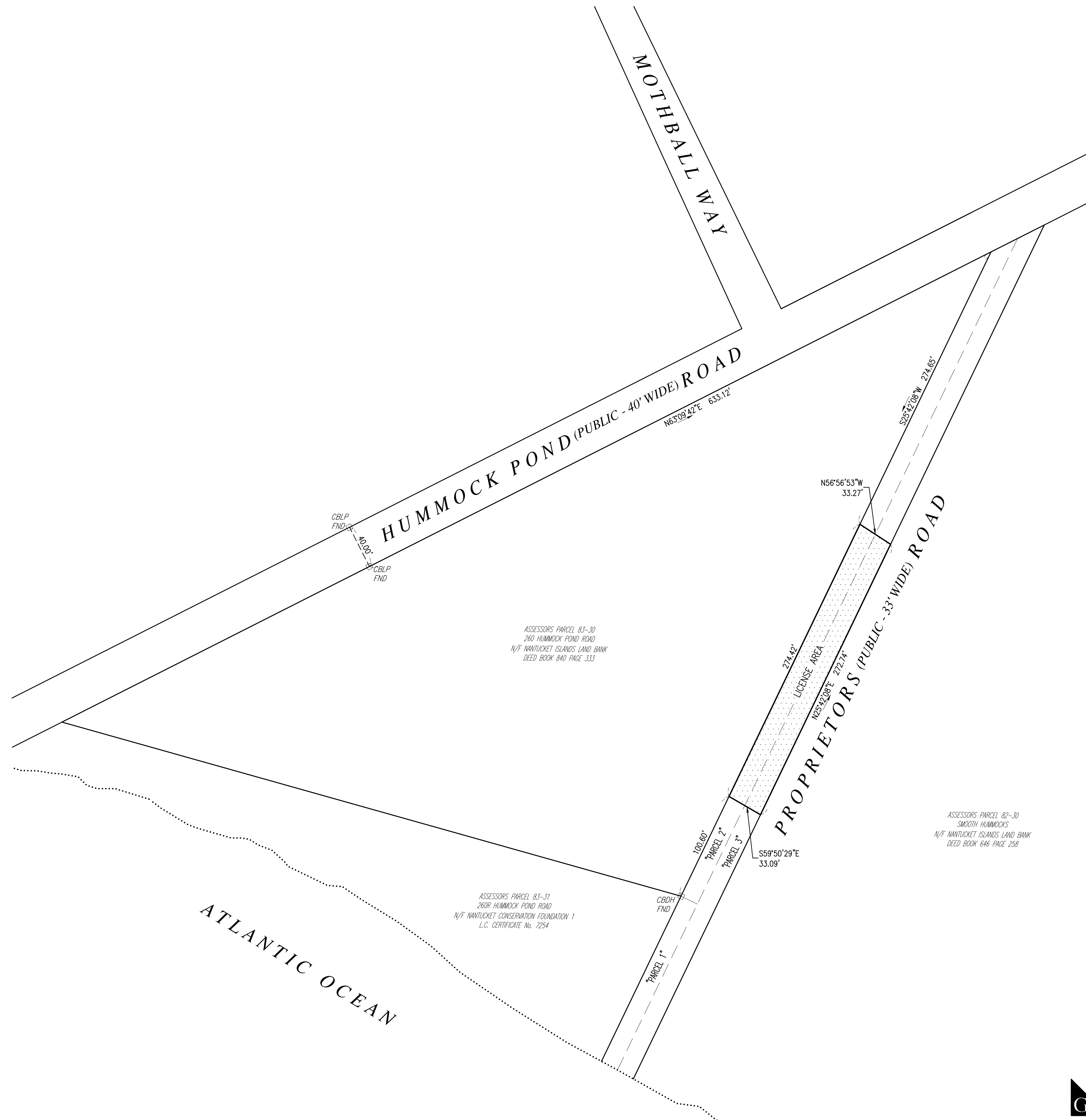


**NOTES:**

1. PROPERTY LINE, STREET LINE AND OWNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE NANTUCKET COUNTY REGISTRY OF DEEDS.
2. TOPOGRAPHY INFORMATION SHOWN ON THIS PLAN IS BASED AN ON THE GROUND SURVEY BY GRADY CONSULTING LLC ON NOVEMBER 22, 2023 AND JANUARY 15-18, 2024.
3. SUBJECT SITE IS IN THE LIMITED USE 3 (LUG-3) DISTRICT AS DEPICTED ON THE TOWN OF NANTUCKET ZONING MAP.
4. PROPRIETORS ROAD IS NOT CONSTRUCTED AND WAS ACQUIRED FOR PUBLIC COASTAL ACCESS BY TOWN MEETING ARTICLE 87/2012.

**PLAN REFERENCES**

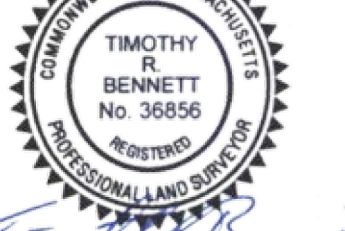
1. LAND COURT PLAN No. 13818-A
2. LAND COURT PLAN No. 17368-A
3. PLAN FILE 44-G PAGE 1
4. PLAN FILE 46-K PAGE 1
5. PLAN No. 64 OF 2014

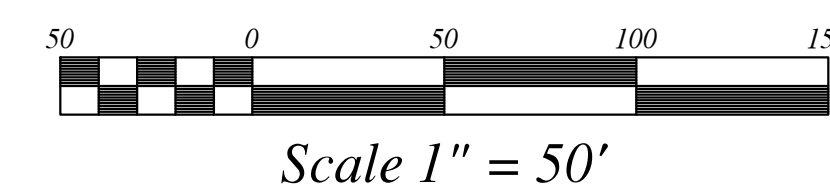


FOR REGISTRY USE ONLY

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

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

  
 TIMOTHY R. BENNETT P.L.S. #36856 DATE 3/27/2024



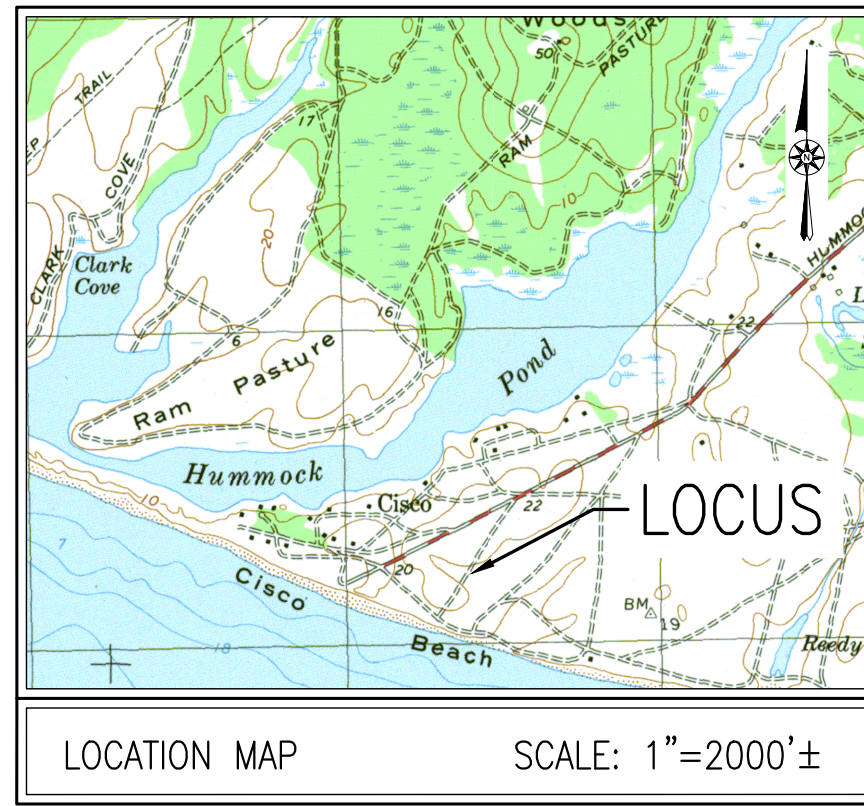
**LICENSE AREA PLAN**  
**PROPRIETOR'S ROAD - CISCO BEACH**  
**NANTUCKET, MASSACHUSETTS**

PREPARED FOR:  
 NANTUCKET ISLANDS LAND BANK  
 22 BROAD STREET  
 NANTUCKET, MA 02554

MARCH 26, 2024  
 SCALE: 1"=50'  
 JOB No. 23-375

**GRADY CONSULTING, L.L.C.**  
 Civil Engineers, Land Surveyors & Landscape Architects  
 71 Evergreen Street, Suite 1, Kingston, MA 02364  
 Phone (781) 585-2300



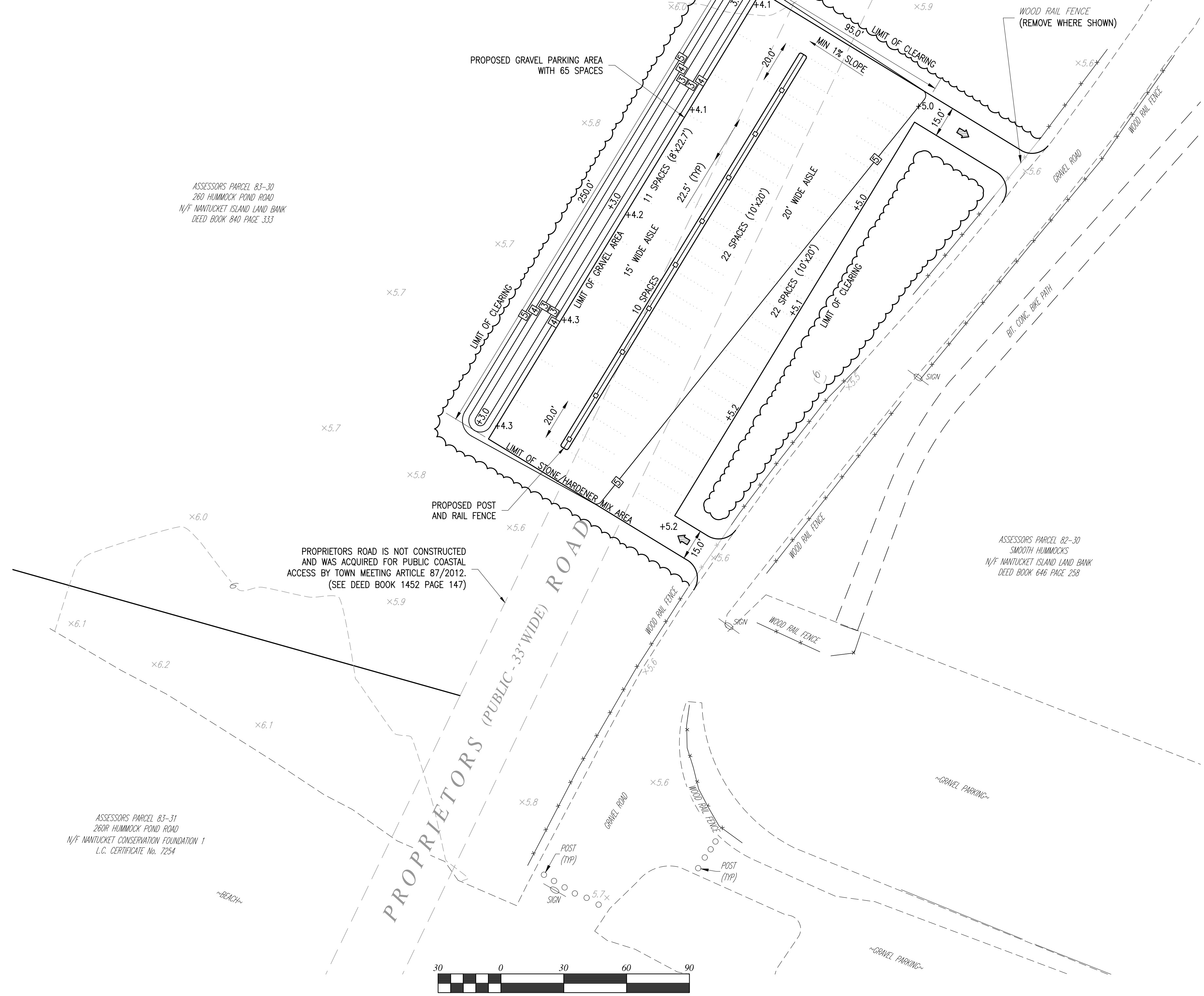


- NOTES:**
- PROPERTY LINE, STREET LINE AND OWNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE NANTUCKET REGISTRY OF DEEDS.
  - TOPOGRAPHY INFORMATION SHOWN ON THIS PLAN IS BASED ON THE GROUND SURVEY BY GRADY CONSULTING LLC ON NOVEMBER 22, 2023 AND JANUARY 15-18, 2024.
  - SUBJECT SITE IS IN THE LIMITED USE 3 (LUG-3) DISTRICT AS DEPICTED ON THE TOWN OF NANTUCKET ZONING MAP.
  - PROPRIETORS ROAD IS NOT CONSTRUCTED AND WAS ACQUIRED FOR PUBLIC COASTAL ACCESS BY TOWN MEETING ARTICLE 87/2012.

**FLOOD NOTE:**  
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X AS DEPICTED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 25019C 0069G, WHICH BEARS AN EFFECTIVE DATE OF JUNE 9, 2014.

- PLAN REFERENCES**
- LAND COURT PLAN No. 13818-A
  - LAND COURT PLAN No. 17368-A
  - PLAN FILE 44-G PAGE 1
  - PLAN FILE 46-K PAGE 1
  - PLAN No. 64 OF 2014

**HUMMOCK POND (PUBLIC - 40' WIDE) ROAD**

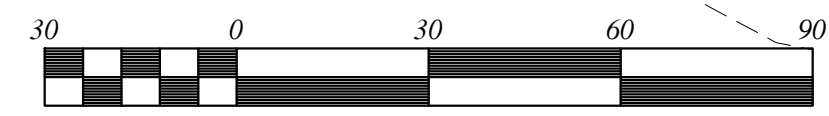


ASSESSORS PARCEL 83-30  
 280 HUMMOCK POND ROAD  
 N/F NANTUCKET ISLAND LAND BANK  
 DEED BOOK 840 PAGE 333

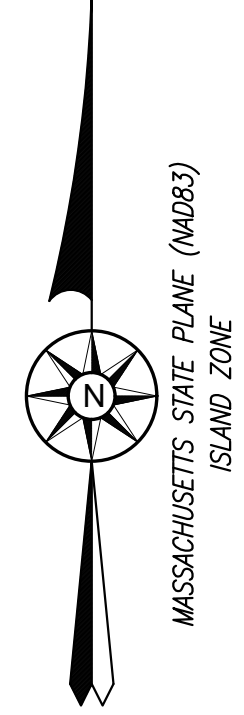
ASSESSORS PARCEL 82-30  
 SMOOTH HUMMOCKS  
 N/F NANTUCKET ISLAND LAND BANK  
 DEED BOOK 646 PAGE 258

ASSESSORS PARCEL 83-31  
 260R HUMMOCK POND ROAD  
 N/F NANTUCKET CONSERVATION FOUNDATION 1  
 L.C. CERTIFICATE No. 7254

PROPRIETORS ROAD IS NOT CONSTRUCTED AND WAS ACQUIRED FOR PUBLIC COASTAL ACCESS BY TOWN MEETING ARTICLE 87/2012. (SEE DEED BOOK 1452 PAGE 147)



Scale 1" = 30'

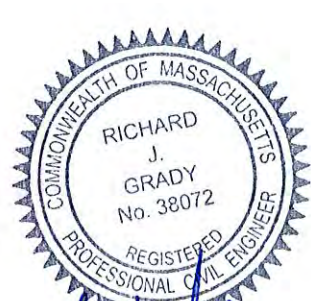


40/60 MIX OF 3/4 NATIVE STONE AND NATIVE HARDENER (F-750)  
**PARKING SECTION**  
 (NOT TO SCALE)

**CONSTRUCTION NOTES:**  
**PREPARATION:**  
 THE LIMITS OF WORK AND FINISHED GRADES SHALL BE ESTABLISHED AND STAKED IN THE FIELD BY THE LAND BANK'S SURVEYOR PRIOR TO STARTING CONSTRUCTION. ONCE STAKED, THE CONTRACTOR SHALL EXCAVATE ORGANIC MATERIAL AND SAND WITHIN THE LIMITS OF THE PARKING LOT TO THE NATURAL HARD PACK. THE CONTRACTOR SHALL THEN GRADE AND ROLL THE AREA IN PREPARATION FOR THE STONE/HARDENER MIX.

**STONE/HARDENER MIX:**  
 THE CONTRACTOR SHALL SPREAD A 40/60 MIX OF 3/4 NATIVE STONE AND NATIVE HARDENER (F-750) IN THE PREPARED AREA TO THE FINISHED GRADES ESTABLISHED BY THE SURVEYOR. THE STONE/HARDENER MIX SHALL BE COMPACTED IN LAYERS NOT EXCEEDING 8 INCHES IN DEPTH, USING A VIBRATORY ROLLER.

**FENCE INSTALLATION:**  
 THE PROPOSED POST AND RAIL FENCE SHALL BE INSTALLED BY THE LAND BANK. ALL OTHER WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



**PLOT PLAN**  
**CISCO BEACH PARKING AREA**  
**NANTUCKET, MASSACHUSETTS**

PREPARED FOR:  
 ELIZABETH PHELPS  
 THE NANTUCKET LAND BANK  
 22 BROAD STREET  
 NANTUCKET, MA 02554

FEBRUARY 28, 2024  
 SCALE: 1"=30'  
 JOB No. 23-375

**GRADY CONSULTING, L.L.C.**  
 Civil Engineers, Land Surveyors & Landscape Architects  
 71 Evergreen Street, Suite 1, Kingston, MA 02364  
 Phone (781) 585-2300

## **QUITCLAIM DEED**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantor”) for consideration of One Dollar (\$1.00) hereby grants with QUITCLAIM COVENANTS to the **NANTUCKET ISLANDS LAND BANK**, established pursuant to Chapter 669 of the Acts of 1983, as amended, acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (“Grantee”), a certain parcel of land off South Shore Road, Nantucket, Massachusetts, shown as “Parcel B, Conservation Area” on a plan of land entitled “Division Plan of Surfside Wastewater Treatment Facility Land in Nantucket, MA Showing Parcels A & B,” dated April 23, 2023, prepared by Blackwell & Associates, Inc.,” recorded with Nantucket County Registry of Deeds as Plan No. 2023- 25, containing 16.1853 ± acres.

The Parcel is conveyed pursuant to the Conservation and Management Permit issued by the Massachusetts Division of Fisheries & Wildlife dated February 21, 2024, recorded with said Deeds in Book 1969, Page 195 (the “Permit”), and is dedicated to the public for the sole purpose of conservation of natural resources, including but not limited to, the conservation of species listed pursuant to G.L. c. 131A et seq. which shall be considered the most important conservation purpose for which the land is to be protected in perpetuity and held under the care and custody of the Land Bank, pursuant to Chapter 669 of the 1983 Acts, as amended (the “Land Bank Act”), and Article 97 of the Amendments to the Massachusetts Constitution. This parcel of land is being dedicated in order to meet a long-term Net Benefit pursuant to CMR 10.23 as implemented by the Permit.

For Grantor’s title see Order of Taking dated February 27, 1986, recorded with Nantucket County Registry of Deeds in Book 246, Page 263.

For Grantor’s authority to make this conveyance, see Article 6 of the Town of Nantucket 2023 Special Town Meeting., a certified copy of which is attached hereto.

No deed stamps are due on this conveyance pursuant to G.L. c.64.



Executed under seal this 10<sup>th</sup> day of April, 2024.

TOWN OF NANTUCKET  
By its Select Board

\_\_\_\_\_  
Dawn E. Hill Holdgate

\_\_\_\_\_  
Brooke Mohr

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Thomas M. Dixon

\_\_\_\_\_  
Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public, personally appeared, Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon and Malcolm W. MacNab, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE BY NANTUCKET ISLANDS LAND BANK**

We, the undersigned being a majority of the members of the Nantucket Islands Land Bank Commission, hereby certify that at a meeting of the Commission held on the 9<sup>th</sup> day of April, 2024, upon motion duly made and seconded, it was voted to accept the foregoing Deed of the Town of Nantucket and to implement the term and conditions of the Permit described therein, all effective upon execution of the Deed by the Town.

NANTUCKET ISLANDS LAND BANK  
By its Commission

\_\_\_\_\_  
Neil Paterson

\_\_\_\_\_  
Kristina Jelleme

\_\_\_\_\_  
Allen B. Reinhard

\_\_\_\_\_  
Mark Donato

\_\_\_\_\_  
John J. Stackpole

**COMMONWEALTH OF MASSACHUSETTS**

Nantucket, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared the above-named Commissioners, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it in their capacity as Commissioners of the Nantucket Islands Land Bank voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**DIVISION PLAN OF  
SURFSIDE WASTE WATER  
TREATMENT FACILITY LAND**  
in  
**NANTUCKET, MA.**  
showing  
**PARCELS A & B**

1"=120' APRIL 23, 2023

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

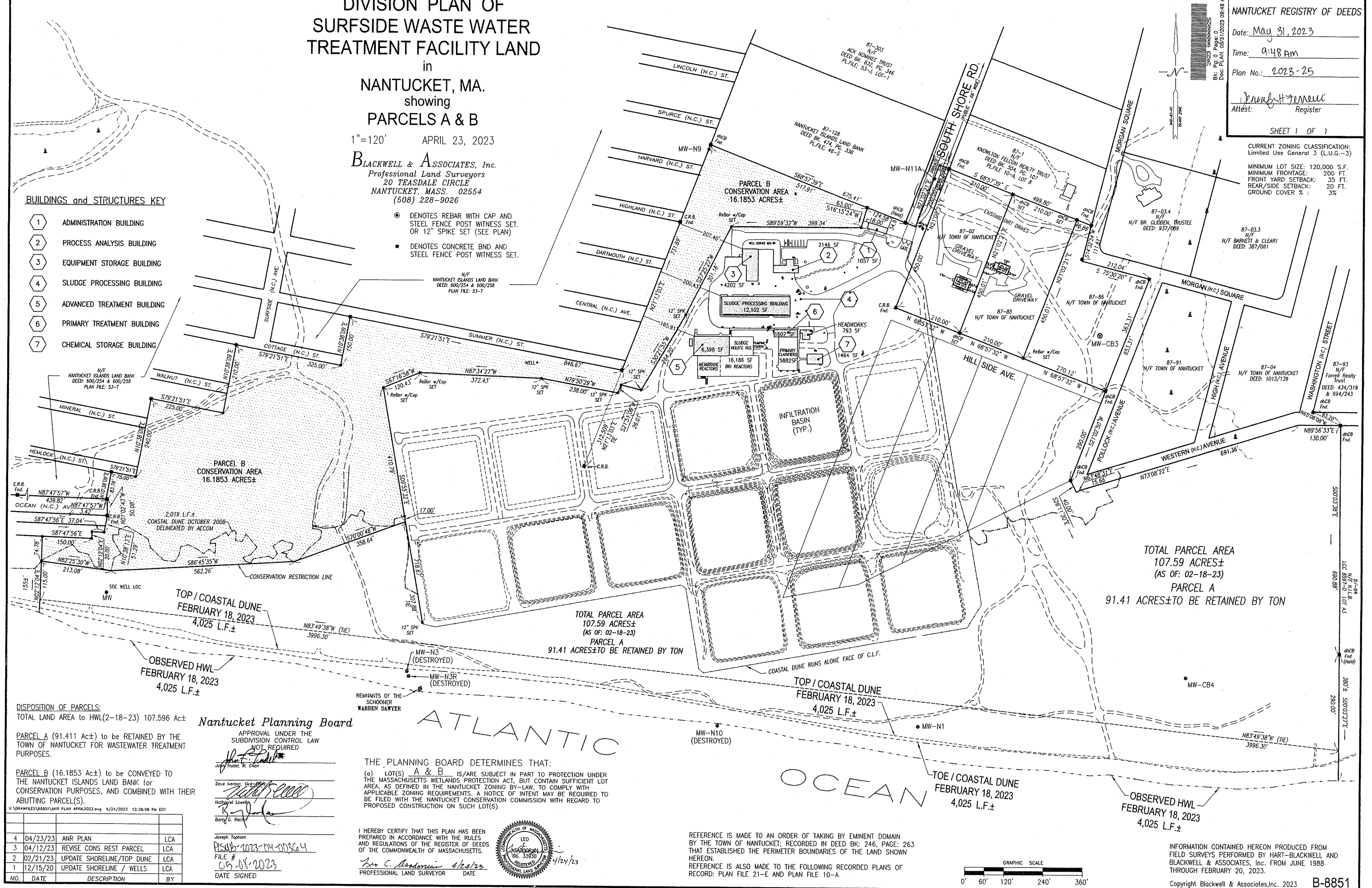
**BUILDINGS and STRUCTURES KEY**

- 1 ADMINISTRATION BUILDING
- 2 PROCESS ANALYSIS BUILDING
- 3 EQUIPMENT STORAGE BUILDING
- 4 SLUDGE PROCESSING BUILDING
- 5 ADVANCED TREATMENT BUILDING
- 6 PRIMARY TREATMENT BUILDING
- 7 CHEMICAL STORAGE BUILDING

- DENOTES REBAR WITH CAP AND STEEL FENCE POST WITNESS SET. OR 12" SPIKE SET (SEE PLAN)
- DENOTES CONCRETE BND AND STEEL FENCE POST WITNESS SET.

**NANTUCKET REGISTRY OF DEEDS**  
Date: May 31, 2023  
Time: 9:48 AM  
Plan No.: 2023-25  
*Paul H. Fenwick*  
Attest: Register  
SHEET 1 OF 1

CURRENT ZONING CLASSIFICATION:  
Limited Use General 3 (L.U.G.-3)  
MINIMUM LOT SIZE: 120,000 S.F.  
MINIMUM FRONTAGE: 200 FT.  
FRONT YARD SETBACK: 35 FT.  
REAR/SIDE SETBACK: 20 FT.  
GROUND COVER % : 3%



TOTAL PARCEL AREA  
107.59 ACRES±  
(AS OF: 02-18-23)  
PARCEL A  
91.41 ACRES± TO BE RETAINED BY TON

DISPOSITION OF PARCELS:  
TOTAL LAND AREA to HWL(2-18-23) 107,596 Ac±  
PARCEL A (91.411 Ac±) to be RETAINED BY THE TOWN OF NANTUCKET FOR WASTEWATER TREATMENT PURPOSES.

PARCEL B (16.1853 Ac±) to be CONVEYED TO THE NANTUCKET ISLANDS LAND BANK for CONSERVATION PURPOSES, AND COMBINED WITH THEIR ADJUTING PARCEL(S).

NO.	DATE	DESCRIPTION	BY
4	04/23/23	ANR PLAN	LCA
3	04/12/23	REVISE CONS REST PARCEL	LCA
2	02/21/23	UPDATE SHORELINE/TOP DUNE	LCA
1	12/15/20	UPDATE SHORELINE / WELLS	LCA

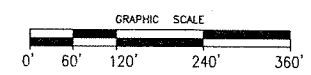
**Nantucket Planning Board**  
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED  
*Barry C. Reed*  
Barry C. Reed  
Date: 4/24/23  
Barry C. Reed

THE PLANNING BOARD DETERMINES THAT:  
(a) LOT(S) A & B IS/ARE SUBJECT IN PART TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT, BUT CONTAIN SUFFICIENT LOT AREA, AS DEFINED IN THE NANTUCKET ZONING BY-LAW, TO COMPLY WITH APPLICABLE ZONING REQUIREMENTS. A NOTICE OF INTENT MAY BE REQUIRED TO BE FILED WITH THE NANTUCKET CONSERVATION COMMISSION WITH REGARD TO PROPOSED CONSTRUCTION ON SUCH LOT(S).

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
*Leo C. Rodomonte* 4/24/23  
PROFESSIONAL LAND SURVEYOR DATE



REFERENCE IS MADE TO AN ORDER OF TAKING BY EMINENT DOMAIN BY THE TOWN OF NANTUCKET, RECORDED IN DEED BK: 246, PAGE: 263 THAT ESTABLISHED THE PERIMETER BOUNDARIES OF THE LAND SHOWN HEREON.  
REFERENCE IS ALSO MADE TO THE FOLLOWING RECORDED PLANS OF RECORD: PLAN FILE 21-E AND PLAN FILE 10-A.



INFORMATION CONTAINED HEREON PRODUCED FROM FIELD SURVEYS PERFORMED BY HART-BLACKWELL AND BLACKWELL & ASSOCIATES, INC. FROM JUNE 1988 THROUGH FEBRUARY 20, 2023.  
Copyright Blackwell & Associates, Inc. 2023 **B-8851**