

AGENDA  
Nantucket Land Bank Commission  
Regular Meeting of April 23, 2024  
Land Bank Conference Room, 22 Broad Street

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS
2. AGRICULTURAL MANAGEMENT
  - a. 19 Wauwinet Rd/NISDA – Easement Establishment
3. PROPERTY MANAGEMENT
  - a. 31 Wiggles Way/Wiggles Way – Request for Financial Contribution
  - b. 28 Washington St/Maria Mitchell Association – Depot Building Update
  - c. 50 Old South Road – Farm Animal Grazing License
  - d. 4 Polpis Harbor Road – Watercraft Sticker Program Proposal
4. TRANSFER BUSINESS
  - a. “M” Exemption Update – Release of Liens
5. APPROVAL OF MINUTES
  - a. Regular Meeting of April 9, 2024
6. REGULAR BUSINESS
  - a. Staffing Updates
  - b. Annual Town Meeting – Warrant Articles 100 & 101
8. CONSENT ITEMS
  - a. Cisco Beach/Nantucket Islands Surf School – License Renewal
  - b. Warrant Authorization – Cash Disbursement
  - c. Monthly Financial Report – March
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 Lampoon 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

## GRANT OF EASEMENT AND RELEASE OF RESTRICTIONS

NANTUCKET ISLAND SCHOOL OF DESIGN AND THE ARTS, **INC.** ("NISDA"), a Massachusetts corporation having its principal place of business at 23 Wauwinet Road, Nantucket, Massachusetts, being the owner of Lot 103 on Land Court Plan 6283-12 filed with Certificate of Title No. 14,693 and Lot 105 on Land Court Plan 6283-13 filed with Certificate of Title No. 10,132 (for title see Certificates of Title Nos. 18379 and 10,132, respectively) known as 23 Wauwinet Road, Nantucket, Massachusetts HEREBY GRANTS to DAVID B. VOORHEES AND SUSAN E. MURPHY ("Voorhees/Murphy"), of Nantucket, Massachusetts, being the owners of Lot 102 on Land Court Plan 6283-12 and Lot 104 on Land Court Plan 6283-13 (for title see Certificates of Title Nos. 14,693 and 18380, respectively) known as 19/21 Wauwinet Road, Nantucket, Massachusetts, in consideration of the conveyance of said Lot 103 by Voorhees/Murphy to NISDA, the receipt and sufficiency of which are hereby acknowledged, the following rights and easements:

(i) An exclusive use easement to use the land shown as "Exclusive Use Area" on the sketch plan attached hereto, subject however, to the right of NISDA to enter onto said Exclusive Use Area on foot to maintain, demolish, replace or repair the Existing One Story Wood Garage as shown upon said sketch plan, including the clearing of vegetation only to the extent necessary to effectuate said maintenance and repairs. Voorhees/Murphy agrees to construct and maintain a fence along the boundary of the Exclusive Use Area and the remaining land of NISDA, which fence will allow for access from the Voorhees/Murphy land to the Access Easement described below either through a gate or through sections of the fence that can be removed temporarily.

(ii) An exclusive right to use Eat Fire Spring, said right to be exercised in conformity with provisions of all federal, state and local laws, by-laws, rules and regulations.

(iii) A non-exclusive easement to pass and repass by foot, horse and motor vehicle and to install and maintain underground utility services (including, without limitation, pipes and conduits for electric service and sewerage disposal, but not septic leaching facilities) within the approximately twelve (12) foot wide area designated as "Access Easement" on the sketch plan attached hereto. No impervious materials shall be used by either Voorhees/Murphy or NISDA in maintaining or repairing the Access Easement area, nor shall any paving of the Access Easement area be made, unless consented to by the owners of the dominant and the servient estates. Upon any

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LAND COURT, BOSTON, The land  
herein described will be shown on  
our approved plan to follow as

MAY 6 1998

Plan 6283-12 of 103  
(EXAMINED AS TO DESCRIPTION ONLY)  
Louis A. Moore, Engineer *LM*

LAND COURT, BOSTON, The land  
herein described will be shown on  
our approved plan to follow as

MAY 6 1998

Plan 6283-13 of 105  
(EXAMINED AS TO DESCRIPTION ONLY)  
Louis A. Moore, Engineer *LM*

disturbance of the surface of the Access Easement area by the holder of the dominant or the servient estate, the party causing the disturbance shall restore the surface thereof to a passable condition, as soon as reasonably practicable thereafter. Any user of the Access Easement area shall be responsible for properly disposing of animal waste deposited within the Access Easement area as a result of their respective uses. NISDA shall have the right to construct a gate across the Access Easement area, provided that the gate, which may be latched, shall remain unlocked at all times.

(iv) A non-exclusive easement to use the electric transformer on Lot 103 situated to the east of the existing one story wood garage.

In the exercise of any of the easement rights herein granted the holder of the dominant estate shall permanently undertake and agree to indemnify and save forever harmless the owner of the servient estate from and against all loss, liability, damage or expense which may be incurred by the holder of the servient estate as a result of the exercise of this easement by the holder of the dominant estate and those claiming by, through and under him, unless caused by the negligent act or omission of the holder of the servient estate; this indemnity shall run with the land and bind and inure to the benefit of the parties hereto and their successors in title to their respective estates.

In addition, NISDA hereby RELEASES to Voorhees/Murphy, for itself and its successors and assigns forever, any rights it may now have in or to the matters set forth on Certificate of Title No. 14693 as easements, rights or restrictions that are or may be construed as appurtenant to said Lots 103 and 105, including without limitation, any right to use or to pass on or over said Lot 102 for any purpose or to enforce any restriction set forth in said Certificate to the extent said restriction may be in force or applicable, and AGREES that no dwelling unit shall be constructed or maintained on that portion of Lot 103 that was formerly a part of Lot 65 on Land Court Plan 6283-3 for so long as the restriction against more than one residential dwelling situated on the land formerly known as Lot 65 (which land is now reconfigured so as to be included within Lots 102 and 103 on Land Court Plan 6283-12) continues to be noted as an encumbrance on the Certificate of Title for Lot 102 at the Nantucket County Registry District for the Land Court. Voorhees/Murphy hereby RELEASES to NISDA, for themselves and their successors and assigns forever, any rights they may have to maintain a sewerage disposal field on land owned by NISDA as set forth on Certificate of Title No. 14693.

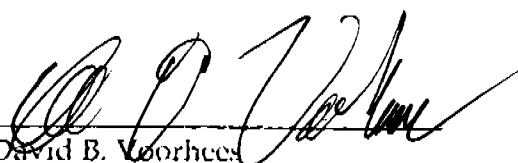
As used herein, the terms "Voorhees/Murphy" and "NISDA" shall include their respective successors in title to said Lots 102, 103, 104, and 105, it being intended that this Grant of Easement and Release of Restriction shall run



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with the land as a right appurtenant to Lots 102 and 104 and an encumbrance on Lots 103 and 105 forever.

Executed and sealed on May \_\_\_\_, 1998.

  
\_\_\_\_\_  
David B. Voorhees

NANTUCKET ISLAND SCHOOL OF  
DESIGN AND THE ARTS, INC.

\_\_\_\_\_  
Kathy Kelm, President

\_\_\_\_\_  
Susan E. Murphy

\_\_\_\_\_  
Eunice Haskell, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

May , 1998

Then personally appeared the above-named Kathy Kelm and Eunice Haskell as President and Treasurer of Nantucket Island School of Design and the Arts, Inc. and acknowledged foregoing instrument to be the free act and deed of Nantucket Island School of Design and the Arts, Inc., before me,

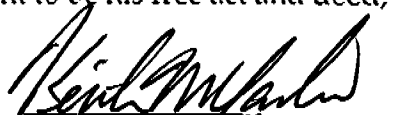
\_\_\_\_\_  
Notary Public  
Printed Name:  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

May 15, 1998

Then personally appeared the above-named David B. Voorhees and personally acknowledged foregoing instrument to be his free act and deed, before me,

  
\_\_\_\_\_  
Notary Public  
Printed Name: Keith M. Yankow  
My commission expires: 12/01/2000



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COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

May 10, 1998

Then personally appeared the above-named ~~Susan E. Murphy~~ and Richard D. Pakenham personally acknowledged foregoing instrument to be ~~her~~ free act and deed, before me, Susan E. Murphy's

*Barbara A. Reis*

Notary Public

Printed Name: Barbara A. Reis

My commission expires: 2/8/2002



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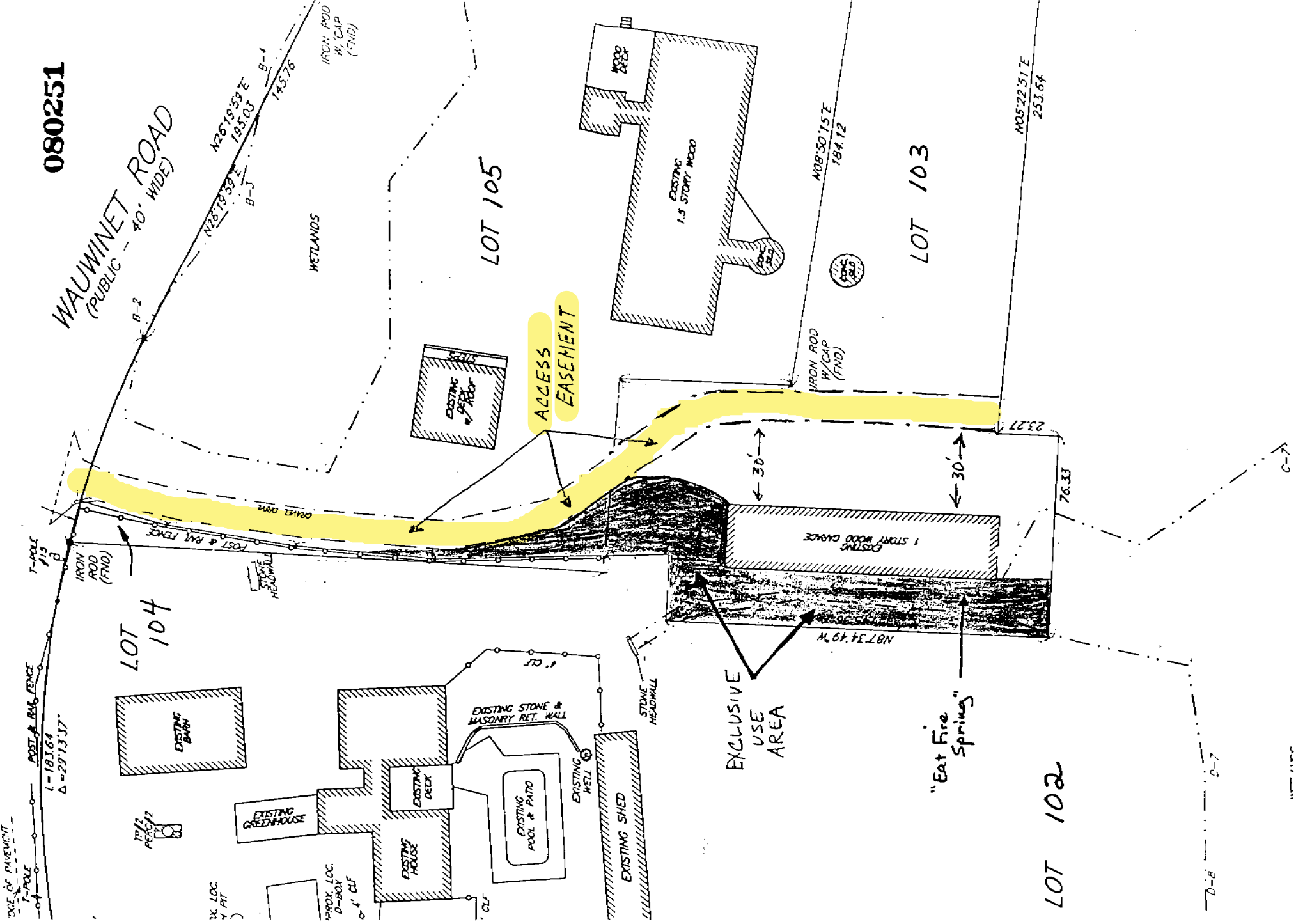
WAUWINET ROAD  
(PUBLIC - 40' WIDE)

LOT 104

LOT 105

LOT 103

LOT 102



ACCESS EASEMENT

EXCLUSIVE USE AREA

"Eat Fire Springs"

WETLANDS

DOES NOT REPRESENT

T-POLE

1x LOC. V. PIT

APPROX. LOC. 0'-BOX 6" CLF

CLF

EXISTING WELL

EXISTING SHED

EXISTING STONE & MASONRY RET. WALL

EXISTING HOUSE

EXISTING DECK

EXISTING GREDHOUSE

TRAIL

EXISTING BATH

EXISTING 1 STORY WOOD GARAGE

EXISTING 1.5 STORY WOOD

EXISTING 1.5 STORY WOOD

POOL

POOL

EXISTING 9'x8' POOL

N26°19'59"E 195.00' B-1

B-2

N26°19'59"E 195.00' B-3

145.76 B-4

IRON ROD W/CAP (FND)

N08°50'15"E 184.12' B-1

IRON ROD W/CAP (FND)

N05°22'51"E 253.64

23.27

76.33

N87°34'49"W

D-8

C-7

C-7

CONSENT OF MORTGAGEE

NANTUCKET BANK , being the holder of a certain mortgage from NANTUCKET ISLAND SCHOOL OF DESIGN AND THE ARTS, INC., to Hull Cooperative Bank dated June 17, 1987, registered with Nantucket Registry District as Document No. 40257, as affected by Certificate of Merger dated June 15, 1994, recorded with Nantucket Deeds in Book 489, Page 114, as affected by Non-Recourse Assignment dated December 5, 1995, registered as Document No. 73696, as affected by Assignment of Mortgage and Other Collateral and/or Loan Documents, dated October 29, 1996, registered as Document No. 73861, as affected by Amendment to Mortgage dated December 3, 1997, as affected by Amendment to Mortgage dated May 14, 1998, registered as Document No. 80250 at Nantucket Registry District, for consideration paid, hereby consent to the foregoing Grant of Easement and Release of Restrictions, and agrees that said mortgage shall be held subject to and with the benefit of said instrument.

Executed and sealed on May 14, 1998.

Nantucket Bank

By:

W.P. Hourhan

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

May 14, 1998

Then personally appeared the above-named William P. Hourhan as President of Nantucket Bank, and acknowledged the foregoing instrument to be the free act and deed of Nantucket Bank before me,

Katherine A. Berube

Notary Public

My commission expires:

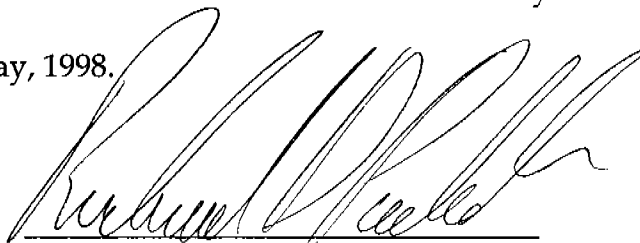
KATHERINE A. BERUBE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
JUNE 23, 2000

AFFIDAVIT OF RICHARD D. PACKENHAM

I, RICHARD D. PACKENHAM, of Packenham, Schmidt & Federico, P.C., 4 Longfellow Place, Suite 3501, Boston, Massachusetts 02114-2832, depose and say:

1. I am attorney-in-fact for Susan E. Murphy under Power of Attorney dated May 7, 1998.
2. Said Power of Attorney has not been terminated in accordance with its terms or otherwise.
3. I have no actual knowledge of the revocation of said Power of Attorney, nor of its termination by the death, mental illness or other disability of the principal; in fact, Susan E. Murphy is living and has not acted to terminate the Power of Attorney.

Executed and sealed this 18<sup>th</sup> day of May, 1998.



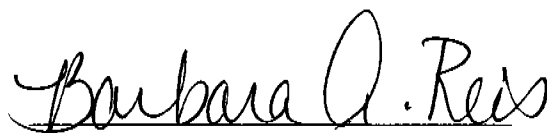
Richard D. Packenham

## COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

May 18, 1998

Then personally appeared the above-named Richard D. Packenham, and acknowledged the foregoing instrument to be his free act and deed, before me,



Notary Public

My Commission Expires: 2/8/2002

Easement + Release

**Nantucket Registry District**  
MAY 18 1998

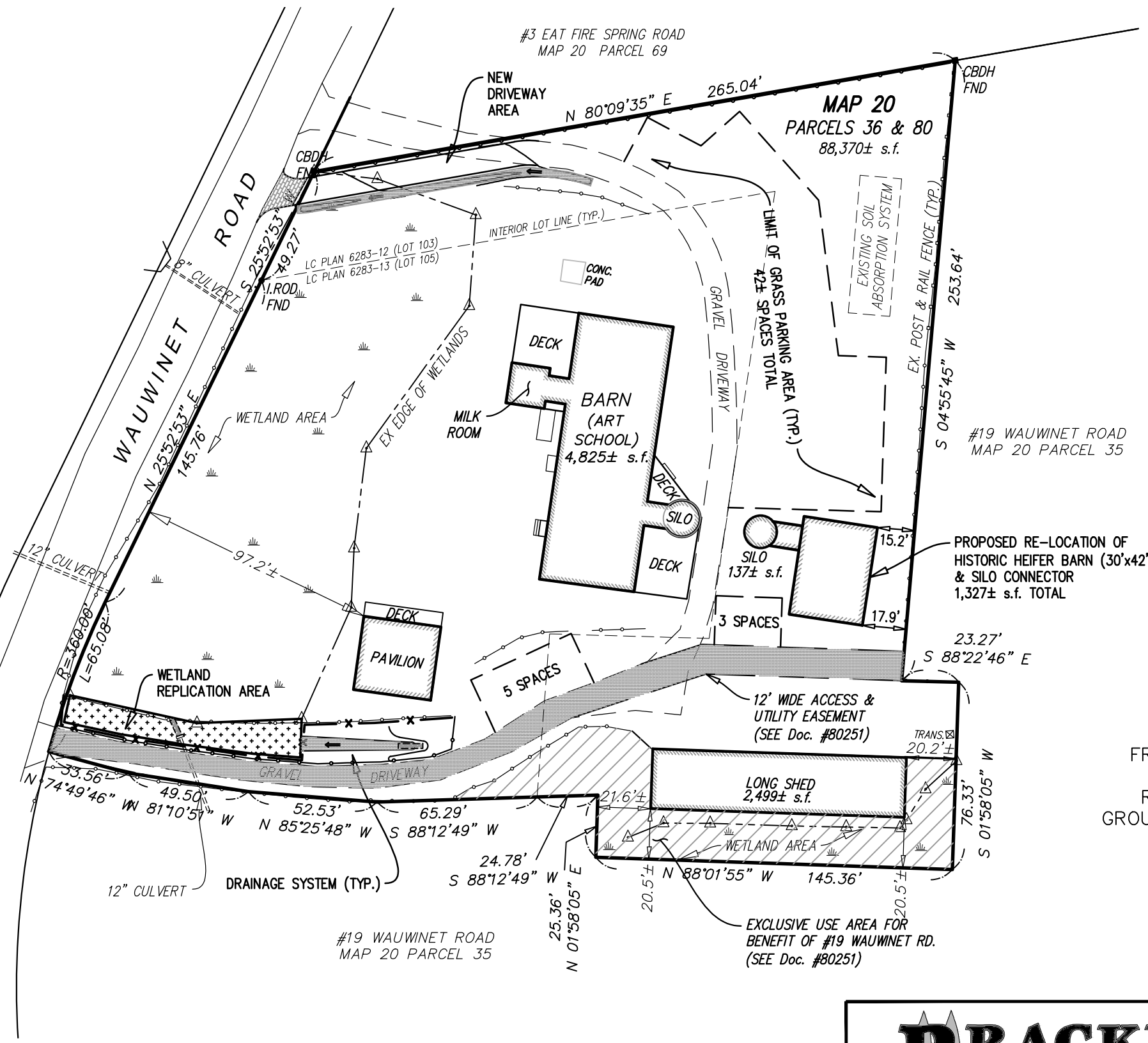
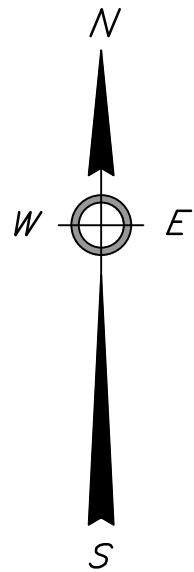
RECEIVED FOR REGISTRATION  
4 O'CLOCK 00 m P M

NOTED ON CERTIFICATE NO. 10132 ✓  
IN REGISTRATION BOOK PAGE  
ATTEST *Arthur M. Chalkin*  
ASST. REGISTRAR

NOTED ON CERTIFICATE NO. 14693 ✓  
IN REGISTRATION BOOK PAGE

NOTED ON CERTIFICATE NO. 18379 ✓  
IN REGISTRATION BOOK PAGE

NOTED ON CERTIFICATE NO. 18380 ✓  
IN REGISTRATION BOOK PAGE



**Notes**

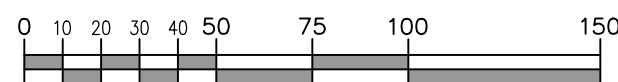
1. LOCUS: #23 & #25 WAUWINET ROAD  
MAP 20 PARCEL 36 & 80
2. OWNER: NANTUCKET ISLAND SCHOOL OF DESIGN AND THE ARTS, INC.  
23 WAUWINET ROAD  
NANTUCKET, MA 02554
3. DEED REF: CERT. #10132 & #18379
4. PLAN REF: L.C. PLAN #6283-13 (LOT 105)  
L.C. PLAN #6283-12 (LOT 103)
5. A PORTION OF THE LOCUS DOES FALL WITHIN SPECIAL FLOOD HAZARD ZONE "AE" (el. 7) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP No. 25019C-0092-G dated 06/09/2014.

ZONE: LUG-3

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	120,000 s.f.	88,370± s.f.	88,370± s.f.
FRONTAGE:	200'	260.11'	260.11'
FRONT YARD:	35'	97.2'±	97.2'±
SIDE YARD:	20'	20.5'±	20.5'±
REAR YARD:	20'	20.2'±	15.2'±
GROUND COVER:	3% (MAX)	8.4%	9.9%

(7,461± s.f. - BARN, SILOS & LONG SHED ONLY, DOES NOT INCLUDE PAVILION OR PROP. HEIFER BARN) (8,788± s.f. - BARN, SILOS, LONG SHED & PROP. HEIFER BARN ONLY, DOES NOT INCLUDE PAVILION)

**PLAN SCALE**



1 inch = 50 feet

Revised: JANUARY 10, 2022	Drawn: RMM/ERC/BEI	Checked: DFB/AMG
Date: AUGUST 11, 2021		

**BRACKEN ENGINEERING, INC.**

49 HERRING POND ROAD BUZZARDS BAY, MA 02532 (tel) 508.833.0070 (fax) 508.833.2282

19 OLD SOUTH ROAD NANTUCKET, MA 02554 (tel) 508.325.0044 www.brackeneng.com

**PROPOSED SITE PLAN  
IN NANTUCKET, MA**

Prepared for:  
**NANTUCKET ISLAND SCHOOL OF DESIGN AND THE ARTS, INC.**  
# 23 & # 25 WAUWINET ROAD  
MAP 20 PARCELS 36 & 80

**From:** [William Cassidy](#)  
**To:** [Jesse Bell](#)  
**Subject:** Participation Request  
**Date:** Thursday, April 18, 2024 12:02:07 PM

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Good afternoon, Jesse.

On behalf of the Affordable Housing Trust Fund, Nantucket Housing Authority Inc., and Fairgrounds Common, LLC, I respectfully request financial assistance from the Commission. I do not speak for the AHTF or NHA Inc., but they are both aware of this ask and are grateful for the participation already discussed.

I am requesting \$200,000 dollars.

I began to attempt to break this down on an itemized basis limiting it to material (plants, trees, softscape/hardscape, fencing, easement creation, parking areas, charging station infrastructure, etc., net of labor-but would prefer to simply provide you a ledger for everything involved with the project when complete.

That is approximately \$15m dollars ex real estate.

I hope you will consider.

The Land Bank will be formally recognized and included anywhere desirable as being an early supporter and a necessary participant.

Thank you for your consideration, and I'll be available for any questions at the meeting.

Wash your hands.

Billy Cassidy

**Boat Storage Guidelines**  
*Updated after presentation to LB Commission*  
**HOLLY FARM**



**ISSUE:** How to manage overuse of boat storage racks with limited space and capacity.

**STAFF RECOMMENDATIONS FOR 2024:**

- Add light watercraft storage in the main parking area for 18-24 kayas/paddle boards.
  - Dinghy's only allowed on boat racks adjacent to Polpis Harbor.
  - Signage will be installed informing patrons of appropriate storage locations.
  - Winter stickers required for watercraft used year-round. Stickers will be provided by the office in the fall as requested.
  - Impound fee for boats removed by Land Bank staff from the racks at the end of the summer season.
  - Staff (Rico) checks this site about 3 days per week.
-

TRANSFER BUSINESS  
Nantucket Land Bank Commission  
Regular Meeting of April 23, 2024

1. "M" Exemption Update:

a. Five-Year Domicile and Ownership Compliance – Release of Liens:

No. 40593 Robert E. Steber, Jr. and Julie Michelle Steber

No. 40601 Martin I. Anguelov and Desi V. Anguelova

No. 40613 Anastasia Cher and Sean K. Reid



**From:** [Arthur Reade](#)  
**To:** [Jesse Bell](#); [Valerie Swett](#)  
**Cc:** [Rick Kotalac](#); [Libby Gibson](#); [Andrew Vorce](#)  
**Subject:** RE: Articles 100 and 101, Miacomet Park  
**Date:** Wednesday, April 17, 2024 1:10:37 PM  
**Attachments:** [image001.png](#)

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Thanks, Jesse; that is exactly what I was assuming would be the case as to maintenance. I think we can build the maintenance obligations into the document.

\*\*\*\*\*

**Arthur I. Reade, Jr., P.C.**  
Reade, Gullicksen, Hanley & Gifford, LLP  
6 Young's Way  
Nantucket, Massachusetts 02554

Post Office address:  
Post Office Box 2669  
Nantucket, Massachusetts 02584

508-228-3128 (Tel.)  
508-228-5630 (Fax)  
[air@readelaw.com](mailto:air@readelaw.com)

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**From:** Jesse Bell <[jbelle@nantucketlandbank.org](mailto:jbelle@nantucketlandbank.org)>  
**Sent:** Wednesday, April 17, 2024 1:03 PM

**To:** Arthur Reade <[air@readelaw.com](mailto:air@readelaw.com)>; Valerie Swett <[vswett@verrill-law.com](mailto:vswett@verrill-law.com)>  
**Cc:** Rick Kotalac <[bpmrick@gmail.com](mailto:bpmrick@gmail.com)>; Libby Gibson <[lgibson@nantucket-MA.gov](mailto:lgibson@nantucket-MA.gov)>; Andrew Vorce <[avorce@nantucket-ma.gov](mailto:avorce@nantucket-ma.gov)>  
**Subject:** RE: Articles 100 and 101, Miacomet Park

I am in agreement with everything that's been discussed here as well. As for maintenance, the Land Bank has always maintained the main road going into Miacomet Park and will continue to do so, but at the intersection where the driveway begins – that is where the Land Bank's maintenance responsibilities should end... as it only goes to that one house. I'm attaching a map showing the intersection circled.

---

**From:** Arthur Reade <[air@readelaw.com](mailto:air@readelaw.com)>  
**Sent:** Wednesday, April 17, 2024 12:38 PM  
**To:** Valerie Swett <[vswett@verrill-law.com](mailto:vswett@verrill-law.com)>  
**Cc:** Rick Kotalac <[bpmrick@gmail.com](mailto:bpmrick@gmail.com)>; Libby Gibson <[lgibson@nantucket-MA.gov](mailto:lgibson@nantucket-MA.gov)>; Andrew Vorce <[avorce@nantucket-ma.gov](mailto:avorce@nantucket-ma.gov)>; Jesse Bell <[jbelle@nantucketlandbank.org](mailto:jbelle@nantucketlandbank.org)>  
**Subject:** RE: Articles 100 and 101, Miacomet Park

Thanks, Valerie; agreed on all points.

\*\*\*\*\*

**Arthur I. Reade, Jr., P.C.**  
Reade, Gullicksen, Hanley & Gifford, LLP  
6 Young's Way  
Nantucket, Massachusetts 02554

Post Office address:  
Post Office Box 2669  
Nantucket, Massachusetts 02584

508-228-3128 (Tel.)  
508-228-5630 (Fax)  
[air@readelaw.com](mailto:air@readelaw.com)

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**From:** Valerie Swett <[vswett@verrill-law.com](mailto:vswett@verrill-law.com)>

**Sent:** Wednesday, April 17, 2024 12:13 PM

**To:** Arthur Reade <[air@readelaw.com](mailto:air@readelaw.com)>

**Cc:** Rick Kotalac <[bpmrick@gmail.com](mailto:bpmrick@gmail.com)>; Libby Gibson <[lgibson@nantucket-MA.gov](mailto:lgibson@nantucket-MA.gov)>; Andrew Vorce <[avorce@nantucket-ma.gov](mailto:avorce@nantucket-ma.gov)>; Jesse Bell ([jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)) <[jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)>

**Subject:** RE: Articles 100 and 101, Miacomet Park

Thanks, Arthur.

For ease of reference, I highlighted the portions of your draft which revise the current FinCom motions on Articles 100 and 101.

Based on the conversation among you, Jesse and me, I'm hopeful that we soon can agree on a document which memorializes the access road serving the Kotalac property. The amendments to the FinCom motions serve as place holders to allow acknowledgement of the agreement as constituting an exception to the Town's proposed taking.

Best,

Valerie

---

**Valerie Swett** PARTNER

Verrill Dana LLP  
T 617-951-1101  
C (617) 974-1083

[vswett@verrill-law.com](mailto:vswett@verrill-law.com)



---

**From:** Arthur Reade <[air@readelaw.com](mailto:air@readelaw.com)>

**Sent:** Tuesday, April 16, 2024 4:41 PM

**To:** Valerie Swett <[vswett@verrill-law.com](mailto:vswett@verrill-law.com)>; [jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org)

**Cc:** Rick Kotalac <bpmrick@gmail.com>; Libby Gibson <lgibson@nantucket-MA.gov>; Andrew Vorce <avorce@nantucket-ma.gov>

**Subject:** Articles 100 and 101, Miacomet Park

Valerie and Jesse,

Addressed are proposed motions on the above articles, as we discussed this morning, which will require that continuing access be provided to existing improved lots within Miacomet Park (i.e., the Kotalac property) in connection with the taking process and prior to any disposition. If this were not being agreed to so that the Finance Committee motions will be accordingly amended, I would have to call the articles to make these motions.

Please let me have your comments.

I think our Zoom call this morning was very productive. Valerie, I look forward to reviewing the sample acknowledgement document to be used as a template in connection with establishing the prescriptive easement over the land already owned by the Land Bank in the location of the existing roadway/driveway leading to the Kotalac house.

Thanks again.

Arthur  
4/16/2024

\*\*\*\*\*

**Arthur I. Reade, Jr., P.C.**  
Reade, Gullicksen, Hanley & Gifford, LLP  
6 Young's Way  
Nantucket, Massachusetts 02554

Post Office address:  
Post Office Box 2669  
Nantucket, Massachusetts 02584

508-228-3128 (Tel.)  
508-228-5630 (Fax)  
[air@readelaw.com](mailto:air@readelaw.com)

**WIRE FRAUD ALERT:** If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with this office before you initiate any transfer.

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**IRS CIRCULAR 230 NOTICE**

In compliance with IRS requirements, we inform you that any U.S. tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of

avoiding tax penalties or in connection with marketing or promotional materials.

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**STATEMENT OF CONFIDENTIALITY:**

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering the e-mail to the intended recipient, be advised you have received this message in error and that any use, dissemination, forwarding, printing, or copying is strictly prohibited. Please notify Reade, Gullicksen, Hanley & Gifford, LLP, immediately at either (508) 228-3128 or [air@readelaw.com](mailto:air@readelaw.com), and destroy all copies of this message and any attachments. You will be reimbursed for reasonable costs incurred in notifying us.

This email and any attachment was sent from the law firm Verrill Dana, LLP. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it, please delete it and notify us as soon as possible. Thank you.

## Article 100

Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain the fee title or lesser interests together with any public or private rights of passage for public ways, open space and/or municipal purposes and for conveyance purposes in all or any portion of unconstructed ways within an area of land known as Miacomet Park including but not limited to Central, Ocean, Miacomet and Surfside Avenues, and Cottage, Dartmouth, Harvard, Hemlock, Highland, Lincoln, Mineral, Spring, Spruce, Summer and Walnut Streets, as shown on a plan entitled "Plan of Land Taking in Nantucket, MA", dated October 5, 1998, recorded with the Nantucket Registry of Deeds as Plan 53-T; provided, however, that continuing legal and practical access to lands in private ownership within Miacomet Park which contain lawfully existing dwellings in existence as of May 7, 2024 shall be provided for in connection with such acquisition.

## Article 101

Moved that the Select Board is hereby authorized to sell, convey or otherwise dispose of the fee title or lesser interests to the Nantucket Islands Land Bank for all purposes pursuant to its enabling legislation all or any portions of unconstructed ways within an area of land known as Miacomet Park including but not limited to Central, Ocean, Miacomet and Surfside Avenues, and Cottage, Dartmouth, Harvard, Hemlock, Highland, Lincoln, Mineral, Spring, Spruce, Summer and Walnut Streets, as shown on a plan entitled "Plan of Land Taking in Nantucket, MA", dated October 5, 1998, recorded with the Nantucket Registry of Deeds as Plan 53-T, subject to such terms and conditions as the Select Board deem appropriate, which may include the reservations and easements; provided, however, that continuing legal and practical access to lands in private ownership within Miacomet Park which contain lawfully existing dwellings in existence as of May 7, 2024 shall have been provided for in prior to any sale, conveyance or other disposition of any of said unconstructed ways or any portions thereof.

# LICENSE AGREEMENT FOR SURF SCHOOL

THIS LICENSE AGREEMENT FOR SURF SCHOOL (“LICENSE AGREEMENT”), is made and entered into as of this \_\_\_ day \_\_\_\_\_ of 2024 by and between the **NANTUCKET ISLANDS LAND BANK**, a body politic and corporate, (hereafter referred to as LICENSOR) with a principal place of business at 22 Broad Street, Nantucket, Massachusetts, 02554, and the **NANTUCKET ISLAND SURF SCHOOL, LLC**, (hereafter referred to as LICENSEE) with its principal address at 205R Hummock Pond Road, Nantucket, Massachusetts 02554.

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

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

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

2. TERM. The term of this License shall commence on **May 25, 2024**, and shall terminate on **September 28, 2024, subject to any early termination provisions provided herein.** An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted in writing by the LICENSOR at its sole discretion.

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

4. PERMITTED USE.

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

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



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

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

6. INSURANCE; INDEMNITY AND RELEASE.

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

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

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

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

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

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

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

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

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

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

**LICENSOR**

Nantucket Islands Land Bank,  
By its Authorized Representative

\_\_\_\_\_  
Jesse A. Bell, Executive Director

Date: \_\_\_\_\_

**LICENSEE**

Nantucket Island Surf School, LLC

\_\_\_\_\_  
by its Authorized Representative

Name: Edgar Kohner

Title: Owner/Operator

Date: \_\_\_\_\_

**Exhibit A**

**DESCRIPTION OF LICENSED PREMISES**

***SEE ATTACHMENTS***

- GIS MAP
- Aerial Location of General Operations



**Property Information**

**Property ID** 82 30  
**Location** SMOOTH HUMMOCKS  
**Owner** NANTUCKET ISLANDS LAND BANK



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

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

Geometry updated 11/14/2022  
Data updated Jan. 2021

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



**Property Information**

**Property ID** 7977  
**Location** SMOOTH HUMMOCKS  
**Owner** NANTUCKET ISLANDS LAND BANK



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

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Geometry updated 02/08/2024  
Data updated Jan. 2021

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

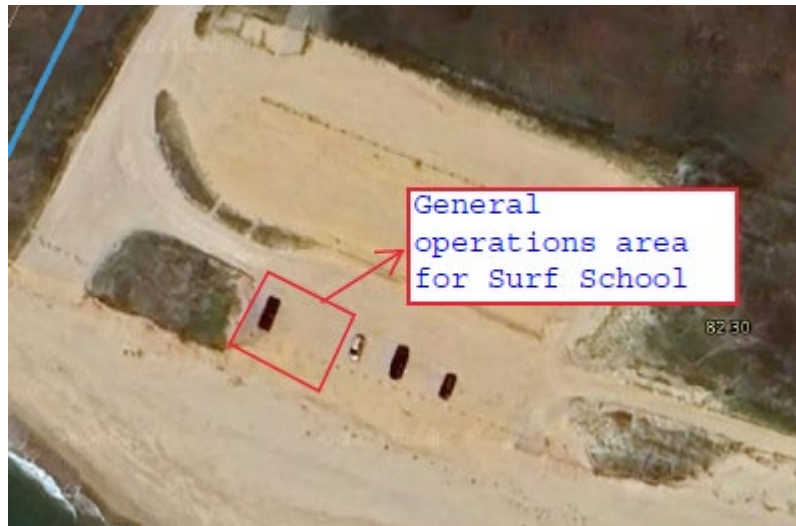
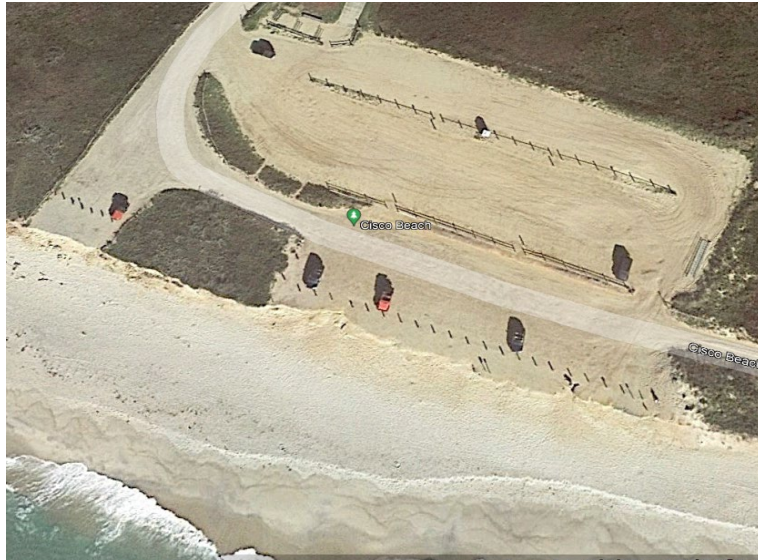


**Exhibit B**

**NANTUCKET ISLAND SURF SCHOOL PERMITTED BEACH AND BEACH ACCESS POINT**  
*Cisco Beach at coastal access point #7.*



Two Parking Spots on the bluff overlooking beach are reserved for the surf school licensee.



**Parking information:**

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

**NANTUCKET LAND BANK COMMISSION WORKSHEET  
UNAUDITED FINANCIAL REPORT as of March 31, 2024**

**STATEMENT OF ACCOUNTS - UNRESTRICTED FUNDS**

	FEB YIELD	MAR YIELD	2/29/2024	3/31/2024
Nantucket Bank / Operating Fund x8888	0.00	0.00	\$49,881.68	\$48,330.88
Nantucket Bank / Collection Account x7653	4.07	4.07	\$34,086,447.97	\$34,862,987.44
Nantucket Bank / Special CD x1135 <i>matures 11/20/2024</i>	4.88	4.88	\$5,279,500.73	\$5,301,426.39
<b>TOTAL UNRESTRICTED FUNDS:</b>			<b>\$39,415,830.38</b>	<b>\$40,212,744.71</b>

**STATEMENT OF ACCOUNTS - RESTRICTED FUNDS**

	FEB YIELD	MAR YIELD	2/29/2024	3/31/2024
US Bank / Series A Bonds Reserve Fund / SLGS mature 12/1/27 & 2/15/32 MktVal	2.93	2.93	\$1,535,582.44	\$1,537,516.25
US Bank / Series A Bonds Debt Service Fund x1002	0.00	0.00	\$20,915.18	\$20,915.27
US Bank / Acquisition Fund x1003	0.00	0.00	\$1.10	\$1.10
Nantucket Bank / WTCA Escrow	0.25	0.25	\$16,009.96	\$16,013.35
Nantucket Bank / SHAC Escrow x7038	0.25	0.25	\$21,708.80	\$21,713.40
Nantucket Bank / NFRM Escrow x9058	0.25	0.25	\$10,016.68	\$10,018.80
Nantucket Bank / CSMF (Industrial Pk Mitigation) Escrow x1457	0.25	0.25	\$28,046.72	\$28,052.66
Nantucket Bank / Nabalus Escrow x1473	0.25	0.25	\$1,667.71	\$1,668.06
Nantucket Bank / MGC Golf Capital Reserve	0.25	0.25	\$155,879.16	\$87,776.89
Nantucket Bank / SGC Capital Reserve	0.25	0.25	\$822,781.08	\$759,500.38
Nantucket Bank / NGM Management Reserve CD <i>matures 1/12/25</i>	4.40	4.40	\$50,313.02	\$50,489.21
Hingham Savings / Marble Reserve CD <i>matures 7/3/2024</i>	4.97	4.97	\$237,809.17	\$238,812.35
Citizens Bank / Verrill Dana Acquisition Escrow			\$0.00	\$50,000.00
<b>TOTAL RESTRICTED FUNDS:</b>			<b>\$2,900,731.02</b>	<b>\$2,822,477.72</b>
<b>TOTAL FUNDS:</b>			<b>\$42,316,561.40</b>	<b>\$43,035,222.43</b>

<b>BONDS:</b>	<b>Principal Outstanding</b>	<b>Payment Due</b>	<b>Annual Payments</b>
2012 Series A Issue <i>(Final principal payment 2/15/2032)</i>	\$3,085,000	<i>Interest due 8/15/24, Principal and Interest due 2/15/25</i>	\$431,412.50
2016 Series A Refunding Bond <i>(Final principal payment 12/1/2027)</i>	\$3,980,000	<i>Interest due 6/1/24, Principal and Interest due 12/1/24</i>	\$1,064,400.00
<b>TOTAL BONDS:</b>	<b>\$7,065,000</b>	<b>TOTAL ANNUAL BOND PAYMENTS:</b>	<b>\$1,495,812.50</b>
<b>NOTES:</b>	<b>Principal Outstanding</b>	<b>Payment Due</b>	<b>Annual Payments</b>
Marble Note #19	\$1,700,000	<i>Interest of \$25,768.60 due 6/9/24, 9/9/24, 12/9/4, 3/9/25</i>	\$103,074.40
<b>TOTAL NOTES:</b>	<b>\$1,700,000</b>	<b>TOTAL ANNUAL NOTE PAYMENTS:</b>	<b>\$103,074.40</b>
<b>TOTAL DEBT:</b>	<b>\$8,765,000</b>	<b>TOTAL ANNUAL DEBT PAYMENTS:</b>	<b>\$1,598,886.90</b>