AGENDA Nantucket Land Bank Commission Regular Meeting of January 10, 2023 Land Bank Conference Room, 22 Broad Street

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

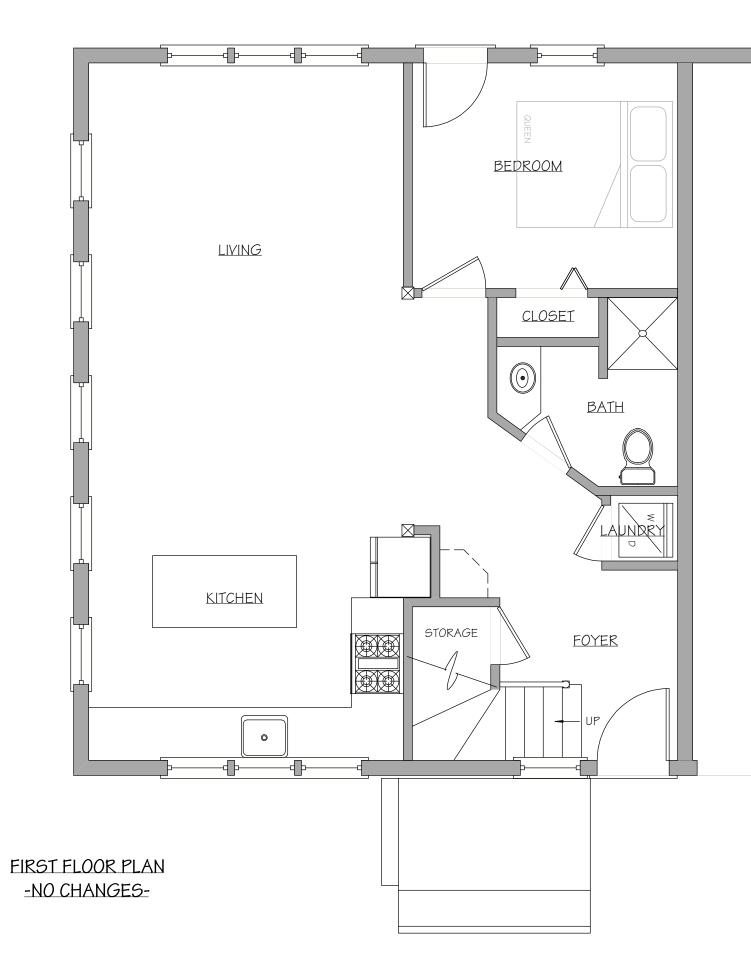
1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS

2. PROPERTY MANAGEMENT

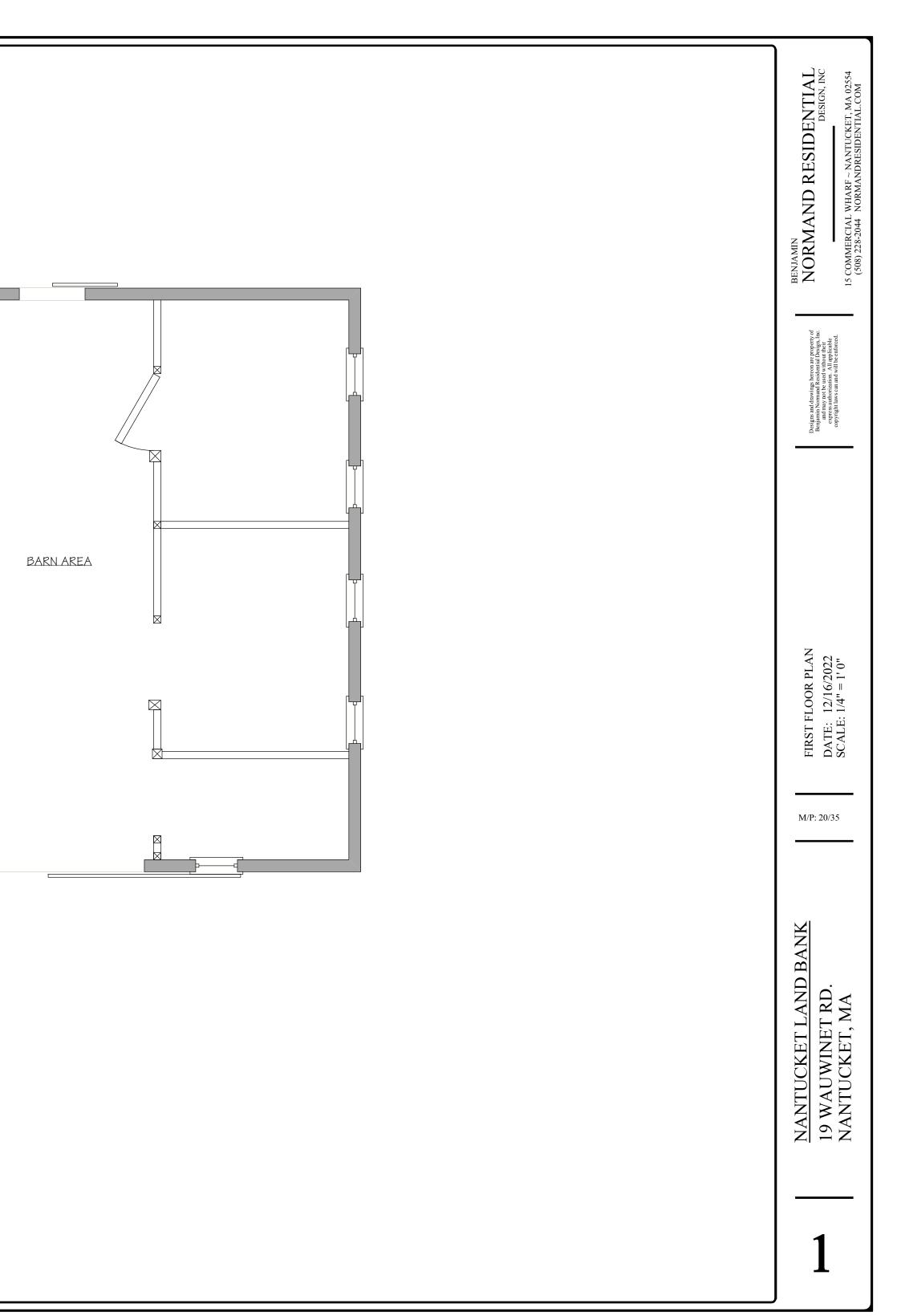
- a. 19 Wauwinet Rd/Cottage 2nd Floor Bedroom Plan Review
- b. Cisco Beach Surf School License Renewal
- c. 181 Hummock Pond Road/Gardner Farm Request for No Hunting
- d. 166 Hummock Pond Road/ Community Garden Greenhouse Replacement
- e. 5 Miacomet Road/Dog Park Lighting Request
- f. Smooth Hummocks Nantucket Half Marathon 2023
- g. 8 Ocean Avenue Tree Cutting by Neighbor/Enforcement Order
- h. Various Properties LLNF 2023 Birding Field Trips Request

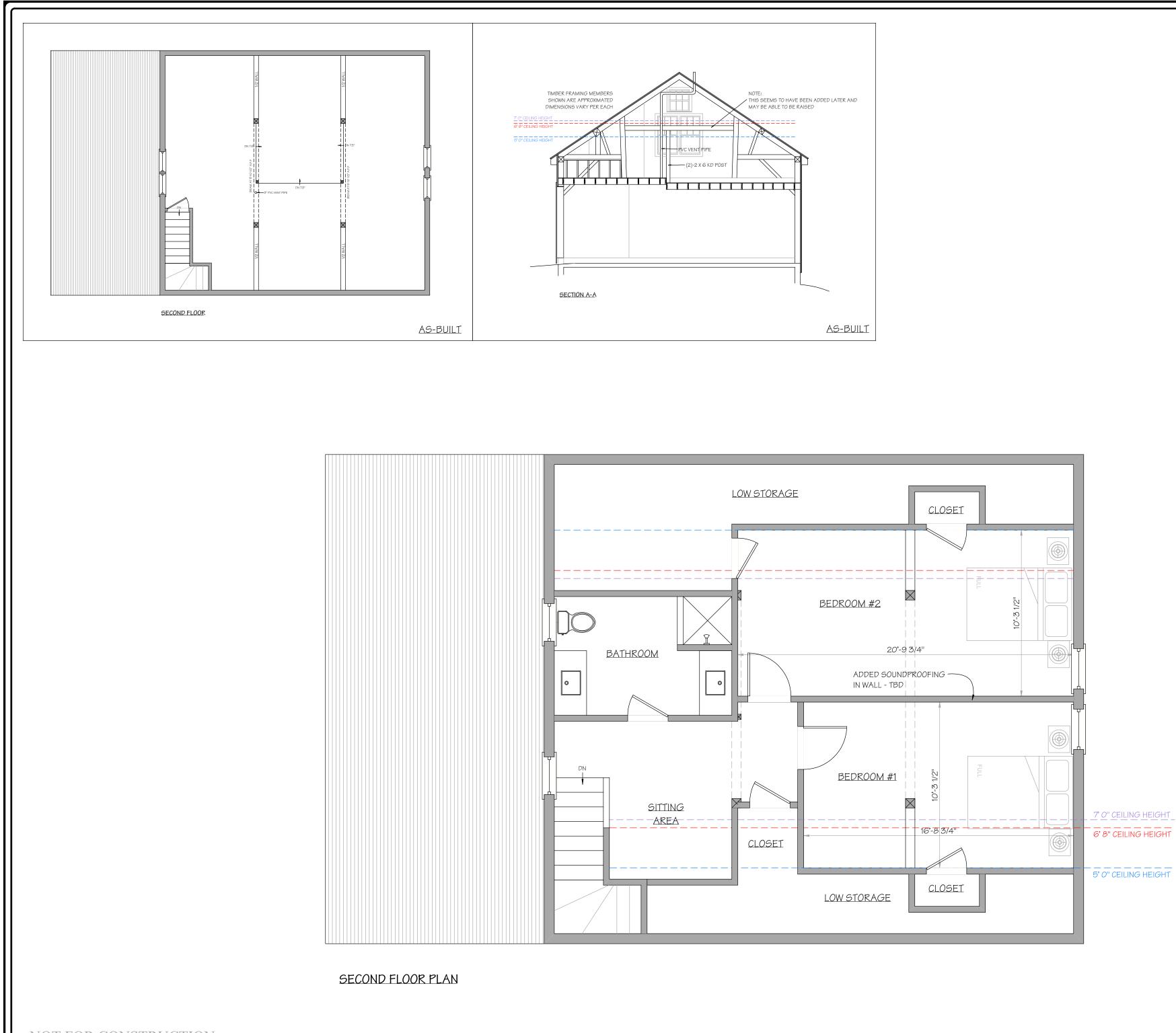
3. REGULAR BUSINESS

- a. 9 East Creek Road Execution of License
- b. East Creek Road Execution of License
- 4. TRANSFER BUSINESS
 - a. Current "M" Exemptions
 - b. Current "O" Exemptions
 - c. "O" Exemptions Update
- 5. APPROVAL OF MINUTES
 - a. Regular Meeting of December 13, 2022
- 6. FINANCIAL BUSINESS
 - a. Monthly Transfer Statistics
 - b. Monthly Financial Report November
 - c. Warrant Authorization Cash Disbursement
- 7. COMMISSIONERS ADDITIONAL QUESTIONS AND CONCERNS
- B. EXECUTIVE SESSION: The Executive Session is for Purpose 6 [G.L. c. 30A, 21(a)(6)]. The particular transactions and parcels of real estate are not identified since disclosure of the property information may have a detrimental impact on the Land Bank's negotiating position with one or more third parties; 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. Land Court Department Action No. 20MISC000058: The Ceylon Elves, LLC v. Nantucket Islands Land Bank Commission (3 & 3B Wyer's Way)
 - 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. Suffolk Superior Court Docket No. 2284CV02606: Richard Corey, Trustee of Twenty-One Commercial Wharf Nominee Trust v. Massachusetts Department of Environmental Protection, Nantucket Islands Land bank, and Nantucket Conservation Commission. (Petrel Landing/17 Commercial Street)
 - 3. Real Estate Acquisition
- C. ADJOURNMENT



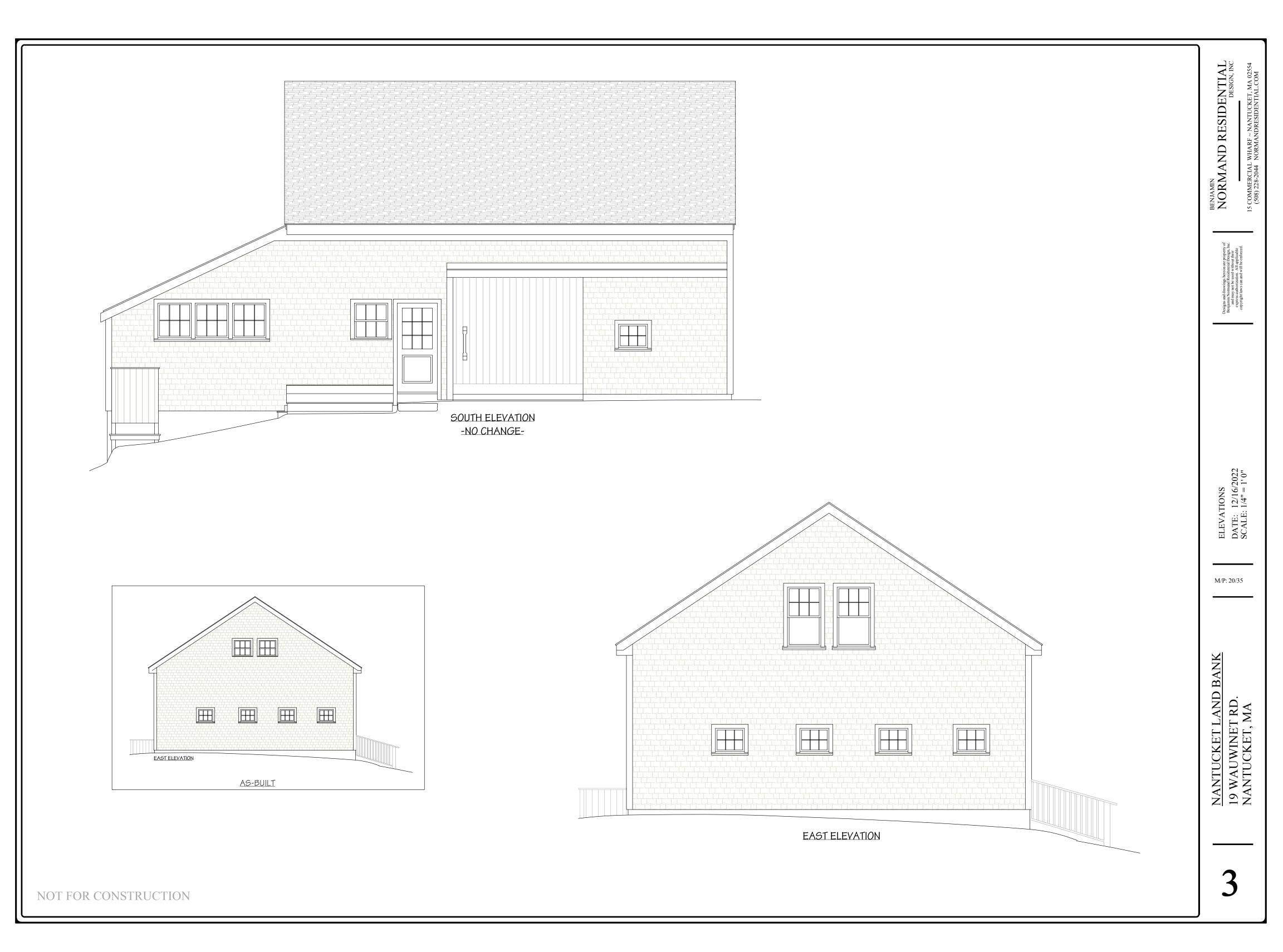
NOT FOR CONSTRUCTION





NOT FOR CONSTRUCTION

BENJAMIN NORMAND RESIDENTIAL DESIGN, INC 15 COMMERCIAL WHARF ~ NANTUCKET, MA 02554 (508) 228-2044 NORMANDRESIDENTIAL.COM y of Inc. Designs and drawings hereon are propert. Benjamin Normand Residential Design, and may not be used without their express authorization. All applicable copyright laws can and will be enforce SECOND FLOOR PLAN DATE: 12/16/2022 SCALE: 1/4" = 1' 0" M/P: 20/35 NANTUCKET LAND BANK 19 WAUWINET RD. NANTUCKET, MA 2





LICENSE AGREEMENT FOR SURF SCHOOL

THIS LICENSE AGREEMENT FOR SURF SCHOOL ("LICENSE AGREEMENT"), is made and entered into as of this 1st day June of 2022 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. <u>GRANT OF LICENSE</u>. 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. <u>TERM.</u> The term of this License shall commence on June 1, 2022, and shall terminate on September 30, 2022, 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. <u>LICENSE FEE.</u> In consideration for the use of this License, the LICENSEE agrees to pay the LICENSOR an annual license fee of \$7,500 ("LICENSE FEE), prior to exercising this license.

4. <u>PERMITTED USE.</u>

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 <u>LIMITED USE.</u> 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. <u>APPROVALS AND PERMITS.</u> 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.

<u>6.2 Additional insured.</u> 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.

<u>6.3</u> 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.

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

<u>6.5 Indemnification.</u> 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. <u>DEFAULT</u>. 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. <u>TERMINATION</u>. 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. <u>NO ASSIGNMENT.</u> 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. <u>ATTORNEY'S FEES</u>. 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. <u>VENUE AND JURISDICTION</u>. The parties agree that any action between them shall be brought in the Courts of Nantucket County, Massachusetts.
- 12. <u>INTERPRETATION</u>. 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. <u>SURRENDER</u>. 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. <u>MISCELLANEOUS.</u> 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

5

Jesse A. Bell, Executive Director

LICENSEE Nantucket Island Surf School, LLC

by its Authorized Representative

Name: <u>Edgar Kohner</u> Title: <u>Owner/Operator</u>

Date:

Date: 6/29/22

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 05/31/2022 Data updated Jan. 2021 Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

<u>Exhibit B</u> 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. January 4, 2023

Nantucket Land Bank Commission Neil Paterson – Chairman 22 Broad Street Nantucket, MA 02254

Dear Chairman Paterson,

On behalf of the Nantucket Triathlon Club, I am requesting that the Nantucket Land Bank once again support the running of the Nantucket Half Marathon ("NHM") on certain roads and property controlled by the Nantucket Land Bank. The race is planned for an 8:00 am start on Sunday, October 8, 2023. We would ask for your review, comments and approval to run this community event on the Land Bank property as specified in the same plan that we filed in 2022.

We had over 550 registrants in the 2022 race. It was a very well received event and we had nothing but rave reviews. Bartlett's Farm was a gracious and generous host. We made extra effort to laud the support of the Land Bank for the race with the runners, the community and in social media and with the local press. We alerted the neighborhood by a flyer and had no complaints from neighbors or abutters and left the properties in pristine shape. It was a great way to showcase the Smooth Hummocks Coastal Preserve. The course and the Farm easily handled the number of entrants. We anticipate that we could accommodate additional runners and are making arrangements to utilize parking at Cisco Brewery for potential overflow from Bartlett's. We use a wave start to avoid crowding and the course easily handled the race field. We plan on adding a free kid's one mile run with a pumpkin prize for all entrants. The event concludes at 11:30 am and by noon all of the runners and family had left the race venue.

There are no paid staff with the Triathlon Club and the proceeds from these races goes to support local youth sports and health charities such as Nantucket Swimming and Diving, Cross Country, Addictions Solutions and Swim Across America among others. We distributed \$18,000 in grants this year and paid for free family swim at the Community Pool with the proceeds from the race. This will be the twelfth year of the Nantucket Half Marathon.

The plan is to have a two-loop course as last year. This year we are also proposing a shorter - one loop - six mile race for those who do not want to tackle the half marathon distance. Parking and post-race awards will be held at Bartlett Farm. We will again have donated post-race refreshments and food but there is no alcohol. We expect most people will leave the area by 11:00 am. We have over 50 volunteers supporting the race so that we will have course marshals and aid stations. The course is cleaned up after the race and we have never had a complaint relating to litter or leaving anything behind. Finally, we have a detachment of Nantucket police officers and a fully staffed Paramedic Unit from Nantucket Fire Department on site as well as a nurse practitioner. We also submit our plans to the Town of Nantucket for a Public Safety and Health Department review.

The race will be certified by the United States Track and Field Association and a general liability policy with a \$4 million event aggregate will be issued. The race organizers and the host site, the Nantucket Land Bank and the Town of Nantucket are named as additional insureds. Runners are required to sign waivers of liability.

The new race venue has really energized the Half Marathon. This race will continue to highlight the beauty of Nantucket and especially the Smooth Hummocks. We think this proposal advances the goal of the Land Bank to encourage outdoor public recreation on our great open spaces.

As I have said in letters to the editor, I cannot say enough nice things about the Nantucket Land Bank staff, Guthrie Diamond, Rico Schraff and Jesse Bell. They went above and beyond to make this event a success and represent the Land Bank professionally and with real passion.

Thank you for reviewing this request and we look forward to your suggestions and comments on this exciting event.

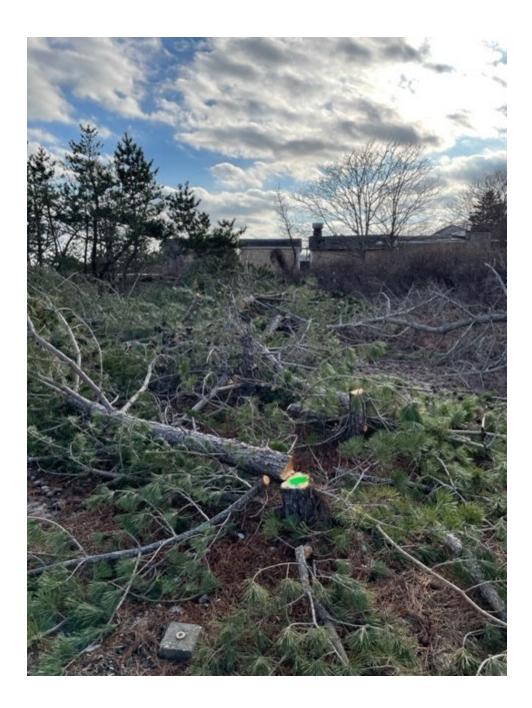
Sincerely,

James F. Meehan Race Director 50 N. Liberty Street Nantucket, MA 02554

Good afternoon,

As you may have heard by now the Conservation Commission has issued a number of enforcement actions related to unpermitted cutting at 2 Gully Road. Upon a more complete inspection today and as shown in the photos below we believe some significant cutting has taken place on your property at 8 Ocean Avenue. I believe that the bound shown in this picture is one of the Land Banks property corners with the property lines running towards the buildings shown in the picture which are located on the summer house property. We would like to have brief discussion with you all on how you wish to proceed with your property and this potential trespass. Thank you in advance.

Thanks again, Jeff Carlson Town of Nantucket Natural Resources Director 131 Pleasant Street Nantucket, MA 02554 508-228-7230





Sent from my iPhone



THANK YOU FOR YOUR INQUIRY TO HOLD A PRIVATE EVENT ON LAND BANK PROPERTY.

The Land Bank Commission will allow small, short, simple ceremonies with minimal set up (no tents, no amplified music, a few chairs for guests who cannot be expected to stand, and preferably fewer than 35 guests). Carpooling is strongly encouraged. Your request will be reviewed at a Land Bank Commission meeting after which you will be notified regarding approval status.

REQUESTS FOR TEMPORARY PRIVATE EVENT USE ON NANTUCKET LAND BANK PROPERTIES

APPLICANT NAME: Linda Loring Nature Foundation
MAILING ADDRESS: PO Box 149, Nantucket, MA 02554
TELEPHONE: () home () World E-MAIL: sengelbourg@llnf.org
Location of EVENT: All Land Bank properties with notice provided prior to Eleanor Antoniett
DATE of EVENT: Private Trips: scheduled based on requests TIME of EVENT: Private Trips: scheduled based on requests
Description of attendees (<i>i.e.</i> friends, family, catering staff): Birdwatchers
Anticipated number of attendees: ⁵ per outing
PLEASE DESCRIBE THE EVENT:
Other relevant information:
* * * * * * * * * * * * * * * * * * * *
Approved/Denied: Date:
Executive Director Land Bank Meeting date
Comments:

Good afternoon Kitty & Seth:

Thank you for attending last night's Land Bank Commission meeting. This email will serve as **confirmation that your dual requests as presented below have been approved by the Commission per a unanimous vote at the meeting held on Tuesday, February 8, 2022**.

Regarding granting LLNF access to Land Bank properties for **Birding Field Trips** per:

- continued authorization for free weekly public birding trips from May-October, 2022, <u>and</u>
- 2. permission for a limited number of privately-scheduled paid trips in calendar year 2022

Weekly Wednesday, free public trips shall be permitted upon Land Bank properties in 2022 pursuant to the following:

- May October, begin at 8am
- Duration of 2± hours
- Registration limited to 5± participants, occasionally allowing additional people if carpooling or arriving via alternate methods of transportation
- Due to the variable nature of birding and need to choose an optimal location based on recent sightings, weather conditions, and tides, each week's site is typically picked 1-2 days prior to the trip. Therefore, notification of chosen location to Land Bank staff shall be no later than Monday of the week of the trip.
- Given that registration closes Tuesday at noon the day before, LLNF will provide an estimate of the group size on the Monday prior, with caveat that the number the day of may vary slightly due to occasional last-minute registrants or cancellations
- All participants will sign a release of liability at the time of registration
- LLNF will encourage alternative methods of transportation, including carpooling (if Covid is not a concern), taxi, bike, or public transit in order to lessen the burden on parking at the site. It is understood that if safety concerns related to Covid preclude such shared modes of arrival, these shall outweigh parking concerns and, as such, safety precautions supersede shared transportation considerations.

Paid, private trips shall be allowed upon Land Bank properties in 2022 pursuant to the following:

- LLNF charges a fee of **\$100/person for Non-Members and \$75 for Members** for the privately-scheduled trips.
- The trips average **2**± hours in duration.
- Group size will be **1-4 people**. Larger private group trips will not occur on LB property without prior approval.

- LLNF will schedule no more than 5 private trips on LB property per year. Although the trips occur primarily during the summer season, LLNF has permission for the full calendar year, in order to accommodate occasional offseason requests.
- LLNF will **notify LB** at least **48 hours in advance** of these trips. However, given that private trips are occasionally scheduled last minute, LLNF may notify the Land Bank closer to the scheduled trip date.
- LLNF will add the Land Bank to its **liability insurance policy**
- All participants will sign a release of liability at the time of registration

Seth, as we get closer to the various dates when you or LLNF staff will be conducting these birding field trips (both the free and paid private trips), please notify me at your earliest convenience prior to the selected dates of when and where you will be taking your groups. As I mentioned, we do have other summer programs asking for access to our properties. In that vein, it is important that we avoid having those programs visit the same property at the same time as your program.

Thank you for your thorough description of the programming. Let me know if you have any questions or concerns.

Eleanor Weller Antonietti

Executive Assistant Nantucket Islands Land Bank 22 Broad Street Nantucket, MA 02554 p (508) 228-7240 ext. 7111 f (508) 228-9369 eantonietti@nantucketlandbank.org



Think before you print!

LICENSE AGREEMENT - OUR ISLAND HOME

This License Agreement (this "<u>License</u>") is entered into on this ______ day of ______, 2022, by and between the **Town of Nantucket** (the "<u>Town</u>"), a Massachusetts municipal corporation acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 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 ("<u>Licensee</u>").

WHEREAS, the Town is the owner of a parcel of land with the buildings thereon located at 9 East Creek Road, Nantucket, which is the site of Our Island Home, by virtue of a Deed dated March 21, 1854, recorded with Nantucket County Registry of Deeds in Book 51, Page 266 (the "<u>Property</u>");

WHEREAS, the Licensee is planning to construct a parking space compliant with the American Disabilities Act ("ADA") on the Property to facilitate access to the public dock and viewing deck on 19 East Creek Road, to undertake coastal bank restoration and plantings and to construct an ADA-compliant connector path to the Our Island Home with associated grading, and wishes to use a portion of the Property shown as "Total Licensing Area" containing a total of approximately 8,700 square feet on a drawing entitled "Licensing Area at 9 East Creek Rd" a copy of which is attached hereto as Exhibit A, for the construction, maintenance and repair of the parking space to provide access to 19 East Creek Road public dock and viewing deck for use by the public, to remove invasive species and build resiliency by enhancing existing native trees and shrubs with additional native plantings and construct, maintain and repair an ADA-compliant connector path from the Our Island Home to the boardwalk and public dock and viewing deck on 19 East Creek Road, all at its cost and expense, and has requested the Town's permission to use the Total Licensing Area and Temporary Construction Impact Areas for these purposes pursuant to this License Agreement, until the Nantucket Annual Town Meeting is held in May 2023, at which the Town Meeting will vote to authorize the Select Board to grant an easement to Licensee over the Total Licensing Area for the purposes described herein;

WHEREAS, the Town is willing to grant permission to the Licensee to use the Total Licensing Area and two Temporary Construction Impact Areas for the purposes described herein.

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

1. <u>USE, PURPOSE</u>. The Town hereby grants Licensee and its employees, contractors, subcontractors and agents (the "Licensee Parties") the right to enter upon the portions of the Town Property shown as "Total Licensing Area" (the "Easement Area") for the sole purposes of (1) the installation, construction, maintenance, repair and use of an ADA compliant parking space for the public use to provide access 19 East Creek Road and the public dock and viewing deck, (2) the removal of invasive species, (3) building resiliency by enhancing existing native trees and shrubs with additional native plantings, and (4) the construction, maintenance, and repair of an ADA-compliant connector path from Our Island Home to 19 East Creek Road and the public dock and viewing deck and the grading for the path, at its sole cost and expense (the "Permitted Uses").

The Town also hereby grants Licensee and the Licensee Parties the right to enter upon the

portions of the Town Property shown on the Plan as two Temporary Construction Impact Areas (the "Temporary Areas") for the sole purposes of staging equipment and materials in connection with construction of improvements on the Easement Area. This is a temporary grant and shall expire upon completion of the improvements. Upon completion of the improvements, the Licensee shall restore the Temporary Areas to their original condition prior to the commencement of the work as reasonably practicable.

Licensee shall comply with, and shall cause all work performed under this 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.

Licensee accepts the Easement Area and the Temporary Areas in their "AS IS" condition, with no liability on the part of the Town for any condition or defect or title in the Easement Area or the Temporary Areas, 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 Licensee acknowledges that the Town shall have no obligation to perform any work to make the Easement Area or Temporary Areas suitable for the Licensee's use, and that Licensee shall use the Easement Area and Temporary Areas at its sole risk.

2. <u>TERM</u>. The rights granted to the Town and the Licensee, respectively, hereunder, may be exercised from the date of the execution of this License and shall continue for a term of four (4) years, unless sooner revoked or terminated in accordance with this License (the "<u>Term</u>").

3. <u>TOWN APPROVAL</u>. Licensee shall not construct, install or place any temporary or permanent structures or objects or undertake any grading within the Easement Area or the Temporary Areas without the Town's prior written consent, which shall not be unreasonably withheld. Licensee shall provide the Town with plans and specifications showing any proposed alterations to be made to the Easement Area, including any grading plans, as well as proposed uses of the Temporary Areas, at least thirty (30) days prior to undertaking any work within the Easement Area or the Temporary Areas, and obtain the Town's prior written consent to the same.

4. <u>MAINTENANCE</u>. Licensee shall maintain the Easement Area and its improvements at its sole cost and expense in good, safe and clean order and condition, reasonable wear and tear excepted. If Licensee or Licensee Parties damage the Easement Area or any portion thereof, and/or any improvements thereon, Licensee shall promptly repair and restore the Easement Area and/or any property at Licensee's sole cost and expense.

5. <u>INDEMNIFICATION</u>. Licensee shall indemnify, defend, and hold the Town and any of its agents, employees, representatives, successors or assigns (the "Town Parties") 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 its Town Parties by reason of (a) any failure on the part of the Licensee and its Licensee Parties to comply with any provision or term required to be performed or complied with by Licensee and by Licensee Parties 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 Easement Area of oil or hazardous materials as defined under federal, state or local law which is caused by Licensee and Licensee Parties under this License; and (d) failure on the part of the Licensee or any of the Licensee Parties to comply with applicable laws, rules, regulations and/or bylaws. Notwithstanding the foregoing, 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 Parties. Licensee's obligations hereunder shall survive the expiration or termination of this Agreement.

6. <u>LIENS AND ENCUMBRANCES</u>. Licensee shall not permit any mechanic's liens or similar liens to remain upon the Town Property for labor and materials furnished to Licensee in connection with any work performed at the direction of the Licensee or any of Licensee Parties 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 Easement Area or any part thereof.

7. <u>TERMINATION</u>. 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 said notice. If the License is revoked or terminated pursuant to this Section, then the improvements Licensee has constructed or made to the Easement 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, Licensee shall forthwith remove all its equipment, markings, materials, and any other personal property from the Licensed Premises at its sole expense. The grading of the Easement Area shall remain in the condition it was placed by Licensee pursuant to the terms of this License. This License shall automatically terminate upon a grant of easement by the Town to the Licensee pursuant to a Town Meeting vote authorizing the grant of the easement and its recording with the Nantucket County Registry of Deeds.

8. <u>NOTICE</u>. 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 service, 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.

9. <u>INSURANCE</u>. 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 amount 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 Easement 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 Easement Area, and thereafter on or before January 1 off each year of the term of this License, 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. 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. Licensee or Licensee's contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the Easement Area as required by law. Licensee agrees that while any contractor is performing work on behalf of the Licensee at the Easement Area the contractor shall carry liability insurance and automobile liability insurance in amounts of 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 Easement Area performed by the Licensee or any contractor on behalf of the Licensee, Licensee shall provide the Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified.

10. <u>MISCELLANEOUS</u>.

(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 Licensee any estate in the Easement Area, but only the limited right of use as hereinabove stated.

(d) 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.

(i) This License is to take effect as a sealed instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The parties hereto have caused this License Agreement to be executed on this _____ day of , 2022.

TOWN OF NANTUCKET By its Select Board

u Jason Bridges

Dawn E. Hill Holdgate M.

Matthew G. Fee

nd

Brooke Mohr

.

Malcolm W. MacNabb

LICENSEE: NANTUCKET ISLANDS LAND BANK By its Commissioners

Neil Paterson

Allen B. Reinhard

Kristina Jelleme

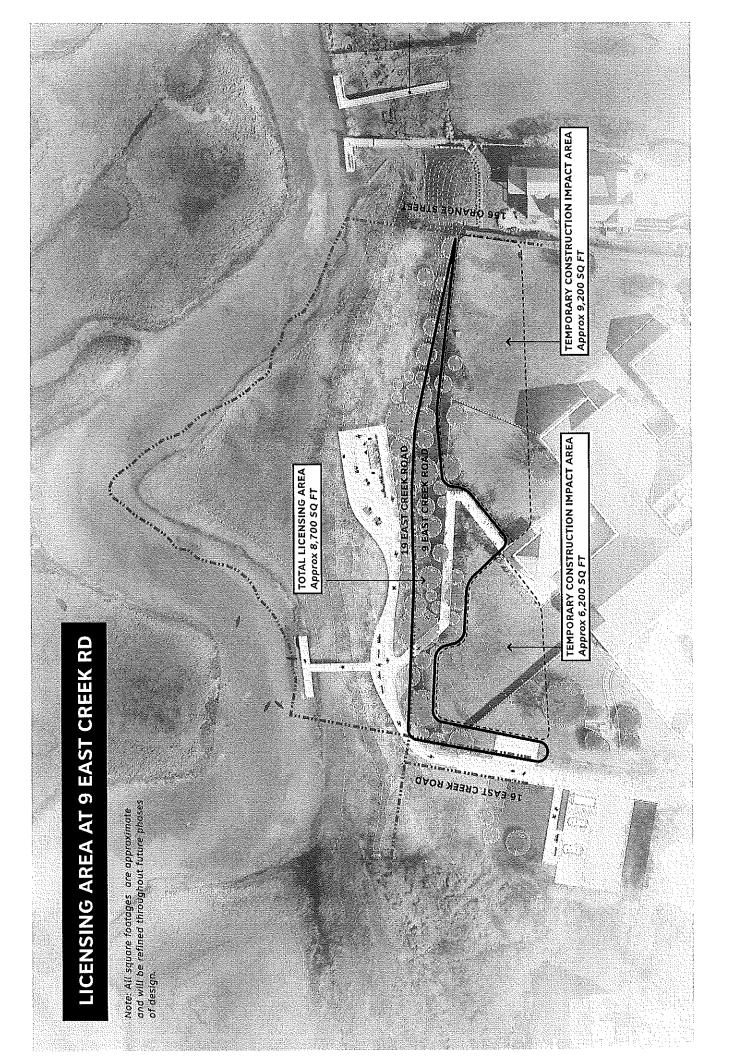
John J. Stackpole

Mark Donato

842185NANT19713/0001

<u>Exhibit A</u>

Plan



LICENSE AGREEMENT – EAST CREEK ROAD

This License Agreement (this "<u>License</u>") is entered into on this ______ day of ______, 2022, by and between the **Town of Nantucket** (the "<u>Town</u>"), a Massachusetts municipal corporation acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 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 ("<u>Licensee</u>").

WHEREAS, the Town is the owner of the public way laid out as East Creek Road, Nantucket (the "Property");

WHEREAS, the Licensee is planning to construct a boardwalk compliant with the American Disabilities Act ("ADA) and make roadway improvements to East Creek Road by resurfacing the roadway with a permeable surface and making minor grading improvements, and wishes to use a portion of the Town roadway layout shown as "Proposed License Area" containing a total of approximately 2,908 square feet on a drawing entitled "License Agreement Exhibit Plan East Creek Road", a copy of which is attached hereto as Exhibit A, for the construction, maintenance and repair of the boardwalk to provide access to 19 East Creek Road public dock and viewing deck for use by the public and make roadway improvements to East Creek Road by resurfacing the roadway with a permeable road surface and minor grading to help accommodate an accessible parking space on the Town-owned adjacent property, all at its cost and expense, and has requested the Town's permission to use the License Area for these purposes;

WHEREAS, the Town is willing to grant permission to Licensee to use the License 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. <u>USE, PURPOSE</u>. The Town hereby grants Licensee and its employees, contractors, subcontractors and agents (the "Licensee Parties") the right to enter upon the portions of the Town Property shown as "License Area" (the "License Area") for the sole purposes of (1) the installation, construction, maintenance, repair and use of a boardwalk for the public use to provide access 19 East Creek Road and the public dock and viewing deck, and (2) the re-surfacing of portions of the roadway known as East Creek Road with a permeable surface and perform minor grading improvements to help accommodate an accessible parking space on the adjacent Town-owned property, at its sole cost and expense (the "Permitted Uses").

Licensee shall comply with, and shall cause all work performed under this License to comply with all federal, state and local laws, regulations, ordinances and by-laws, and the Licensee agrees that is 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.

Licensee accepts the Licensed Premises in their "AS IS" condition, with no liability on the part of the Town for any condition or defect or title in the License 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 Licensee acknowledges that the Town shall have no obligation to perform any work to make the License Area suitable for the Licensee's use, and that Licensee shall use the License Area at its sole risk.

2. <u>TERM</u>. The rights granted to the Town and the Licensee, respectively, hereunder, may be exercised from the date of the execution of this License and shall continue until it is terminated pursuant to the provisions of Paragraph7 below (the "<u>Term</u>").

3. <u>TOWN APPROVAL</u>. Licensee shall not construct, install or place any temporary or permanent structures or objects or undertake any grading within the License Area without the Town's prior written consent, which shall not be unreasonably withheld. Licensee shall provide the Town with plans and specifications showing any proposed alterations to be made to the License Area, including any grading plans at least thirty (30) days prior to undertaking any work within the License Area, and obtain the Town's prior written consent to the same.

4. <u>MAINTENANCE</u>. Licensee shall maintain the License Area and its improvements at its sole cost and expense in good, safe and clean order and condition, reasonable wear and tear excepted. If Licensee or Licensee Parties damage the License Area or any portion thereof, and/or any improvements thereon, Licensee shall promptly repair and restore the License Area and/or any property at Licensee's sole cost and expense.

5. INDEMNIFICATION. Licensee shall indemnify, defend, and hold the Town and any of its agents, employees, representatives, successors or assigns (the "Town Parties") 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 its Town Parties by reason of (a) any failure on the part of the Licensee and its Licensee Parties to comply with any provision or term required to be performed or complied with by Licensee and by Licensee Parties 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 License Area of oil or hazardous material as defined under federal, state or local law which is caused by Licensee and Licensee Parties under this License; and (d) failure on the part of the Licensee or any of the Licensee Parties to comply with applicable laws, rules, regulations and/or bylaws. Notwithstanding the foregoing, Licensee shall not be required to indemnify the Town to the extent that the foregoing liabilities are cause directly by the gross negligence or willful misconduct of the town or its Town Parties. Licensee's obligations hereunder shall survive the expiration or termination of this Agreement.

6. <u>LIENS AND ENCUMBRANCES</u>. Licensee shall not permit any mechanic's liens or similar liens to remain upon the Town Property for labor and materials furnished to Licensee in connection with any work performed at the direction of the Licensee of any of Licensee Parties 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 License Area or any part thereof.

7. <u>TERMINATION</u>. 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 said notice. If the License is revoked or terminated pursuant to this Section, then the improvements Licensee has constructed or made to the Easement 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, Licensee shall forthwith remove all its equipment, markings, materials, and any other personal property from the Licensed Premises at its sole expense. The grading of the Easement Area shall remain in the condition it was placed by Licensee pursuant to the terms of this License.

8. <u>NOTICE</u>. 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 service, 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.

INSURANCE. The Licensee shall maintain during the term of this License public 9. liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount 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 License 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 License Area, and thereafter on or before January 1 off each year of the term of this License, 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. 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. Licensee or Licensee's contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the License Area as required by law. Licensee agrees that while any contractor is performing work on behalf of the Licensee at the License Area the contractor shall carry liability insurance and automobile liability insurance in amounts of 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 License Area performed by the Licensee or any contractor on behalf of the Licensee, Licensee shall provide the Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified.

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(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 Licensee any estate in the License Area, but only the limited right of use as hereinabove stated.

(d) 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.

(i) This License is to take effect as a sealed instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The parties hereto have caused this License Agreement to be executed on this _____ day of _____, 2022.

TOWN OF NANTUCKET By its Select Board

Jason Bridges

Dawn E. Hill Holdgate M

Matthew G. Fee

Brooke Mohr

Malcolm W. MacNab

LICENSEE: NANTUCKET ISLANDS LAND BANK By its Commissioners

Neil Paterson

Allen B. Reinhard

Kristina Jelleme

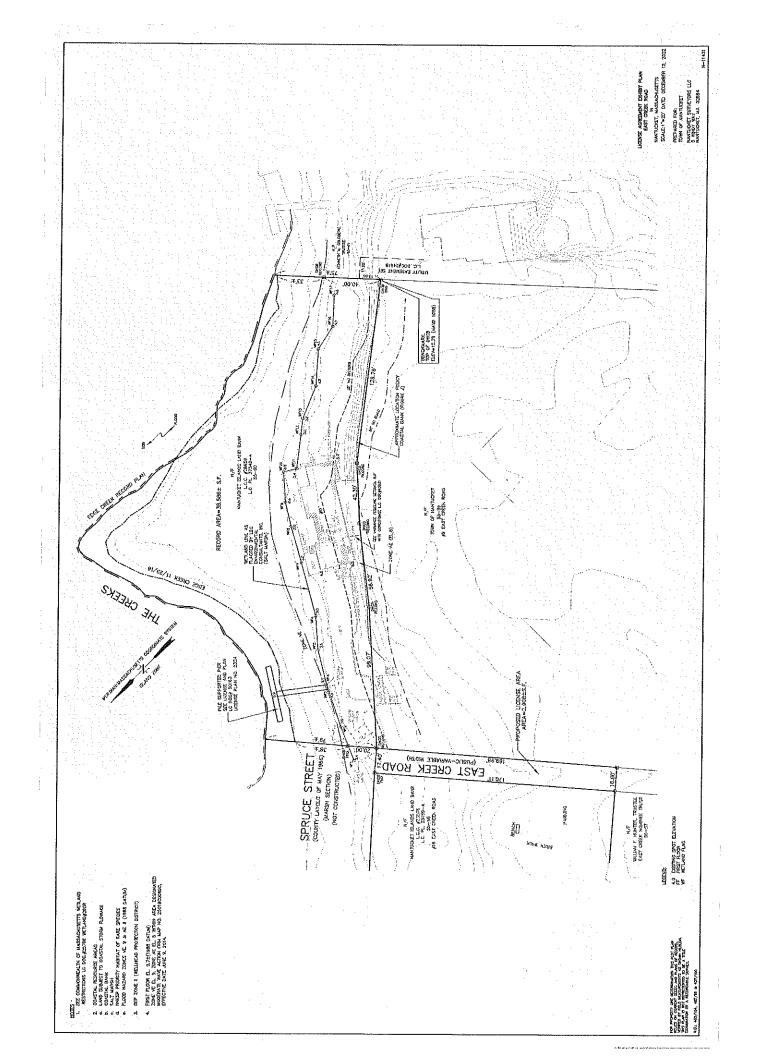
John J. Stackpole

Mark Donato

842016NANT19713/0001

<u>Exhibit A</u>

Plan



TRANSFER BUSINESS Nantucket Land Bank Commission Regular Meeting of January 10, 2023

1. December 2022 Transfers – Record Nos. 45169 through 45286

a. Current "M" Exemptions and Liens:

No. 45238 Samuel Ry Murphy and Shantaw S. Bloise

b. Current "O" Exemptions and Liens:

No. 45188 Rebecca Glidden and Jules Embry-Pelrine No. 45262 Dipak Thapa and Milan Thapa

2. "O" Exemption Update:

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

No. 39228 Naomi J. Harnishfeger
No. 39229 Carrie A. Drayton
No. 39233 Raimondas Rascius and Ingrida Rascius
No. 39234 Diana Marie Kimball
No. 39241 Andrea G. Gayle
No. 39242 Douglas P. Smith
No. 39248 Hristo Furnadzhiev
No. 39250 Bryan L. Jennings and Jessica H. Jennings
No. 39266 Sunny Daily and Gregory Frank Malfatto

Nantucket Islands Land Bank

Transfers by Month Report

45169	12/1/2022					SELLER		B			AC	PRICE	PAID	127
	12/1/2022	0040	794	MILLBROOK RD, 84	MCMULLEN	DALGAARD	-1	0	0	0	1.66	\$8,250,000.00	\$165,000.00	
45170	12/1/2022	0056	055	SOMERSET LN, 12	FUHS	STAHL, EST, KARLI M	-1	0	0	0	0.73	\$5,500,000.00	\$110,000.00	
45171	12/1/2022	0053	050	MIDDLE TAWPAWSHAW, 4	FRANKENHOFF DESCENDA	FRANKENHOFF	-1	0	0	0	0.40	\$0.00	\$0.00	D
45172	12/2/2022	0081	171	ELLENS WY, 4	4 ELLENS LLC	4 EW TRUST	-1	0	0	0	0.23	\$5,877,620.00	\$117,552.40	
45173	12/2/2022	0594	062	ARKANSAS AV, 23	SYED	WERGER	0	0	0	-1	0.00	\$36,000.00	\$720.00	
45174	12/2/2022	0081	180	ELLENS WY, 27	27 EW TRUST	BLUEFIN PARTNERS LLC	-1	0	0	0	0.26	\$2,450,000.00	\$49,000.00	
45175	12/2/2022	0055	5638	WASHAMAN AV, 24	24 WASHAMAN LLC	WILLIAM A ZUCKER IRR	-1	0	0	0	0.13	\$2,195,000.00	\$43,900.00	
45176	12/2/2022	0055	7071	BAYBERRY CT, 7A	ACK ATTACK LLC	ROBISHAW	0	0	0	-1	0.00	\$1,250,000.00	\$25,000.00	
45177	12/2/2022	0048	031	SANKATY HEAD RD, 20	ZAFFINO	FARO STRADA LLC	-1	0	0	0	2.91	\$0.00	\$0.00	J
45178	12/5/2022	0056	089	MEADOW VIEW DR, 9	2012 D AND S NORTHRU	2012 DAVID H NORTHRU	-1	0	0	0	0.46	\$0.00	\$0.00	D
45179	12/5/2022	4232	013	ORANGE ST, 15	GODFORD LLC	GODUTI	-1	0	0	0	0.05	\$0.00	\$0.00	Ι
45180	12/5/2022	0594	362	TENNESSEE AV, 53	53 TENNESSEE AVENUE	DEBORAH F CULBERTSO	0	0	-1	0	0.48	\$1,050,000.00	\$21,000.00	
45181	12/5/2022	4241	732	SWAIN ST, 15, A2	PULLIAM/AMARAL	JOYCE	0	0	0	-1	0.00	\$12,500.00	\$250.00	
45182	12/5/2022	4241	762	SWAIN ST, 15, C2/3	WILSON	SILVESTRO	0	0	0	-1	0.00	\$1,700.00	\$34.00	
45183	12/5/2022	4241	034	EASTON ST, 78	MOONTIDE LLC/MARTIN	MOONTIDE LLC	-1	0	0	0	0.13	\$0.00	\$0.00	Ι
45184	12/6/2022	7313	106	CENTER ST, 20	SUSAN LACOUTURE BACL	BACLE	-1	0	0	0	0.11	\$0.00	\$0.00	D
45185	12/6/2022	0066	022	NOBSKA WY, 4	AUTUMNSONG REVOCABLE	DUANE/KING	-1	0	0	0	0.43	\$0.00	\$0.00	D
45186	12/6/2022	0054	079-	MONOMOY RD, 39	41 MONOMOY RD LLC	39 MONOMOY ROAD LLC	-1	0	0	0	0.04	\$0.00	\$0.00	С
45187	12/6/2022	0054	791-	MONOMOY RD, 41	39 MONOMOY ROAD LLC	41 MONOMOY ROAD LLC	0	0	-1	0	0.04	\$0.00	\$0.00	С
45188	12/6/2022	0067	164-	RUGGED RD, 24	EMBRY-PELRINE/GLIDDE	GLIDDEN	0	0	-1	0	0.18	\$200,000.00	\$0.00	0
45189	12/6/2022	0068	1581+	OLD SOUTH RD, 65, 67	LB NANTUCKET LLC	RICHMOND GREAT POINT	0	0	-1	0	0.74	\$363,780.00	\$7,275.60	
45190	12/6/2022	0043	102	MONOMOY RD, 69	MENDELSON	69 MONOMOY ROAD NANT	-1	0	0	0	0.58	\$6,000,000.00	\$120,000.00	
45191	12/7/2022	4231	1623	CENTER ST, 30D	HARVEY	MARINER HOUSE CONDO	0	0	0	-1	0.00	\$500.00	\$10.00	
45192	12/7/2022	4231	1621	CENTER ST, 30B	HELTON/MCCUE	HARKINS/KESTER	0	0	0	-1	0.00	\$1,750.00	\$35.00	
45193	12/7/2022	0079	148	MONOHANSETT RD, 15	JORDAN H DORAN FAMIL	15 MONOHANSETT ROAD	-1	0	0	0	3.32	\$0.00	\$0.00	В
45194	12/7/2022	0079	148	MONOHANSETT RD, 15	15 MONOHANSETT REALT	JORDAN H DORAN FAMIL	-1	0	0	0	3.32	\$4,000,000.00	\$80,000.00	
45195	12/7/2022	0080	422	KINIKINNIK WY, 2	FRANCIS	FRANCIS	-1	0	0	0	0.14	\$0.00	\$0.00	K
45196	12/7/2022	0068	9832	ADJ TO #44458	CONSIDINE		0	0	0	0	0.00	\$0.00	\$5,774.30	
45197	12/7/2022	5541	117	PINE ST, 40	WHELDEN	MUYSKENS, III/MORGAN	-1	0	0	0	0.08	\$0.00	\$0.00	В

45199 1282022 0049 082 SANKATY RD, 74 74 SANKATY ROAD LLC SEVENTY-FOUR SANKATY RD, 74 0 <th>No.</th> <th>DATE</th> <th>MAP</th> <th>PAR</th> <th>LOCATION</th> <th>BUYER</th> <th>SELLER</th> <th>R</th> <th>B</th> <th>V</th> <th>0</th> <th>AC</th> <th>PRICE</th> <th>PAID</th> <th>EX</th>	No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	0	AC	PRICE	PAID	EX
45200 1292022 066 511 GOLDFINCH DR.21 21 GOLDFINCH DR.VE L KACYVENSKJANTOS-KAC 1 0	45198	12/8/2022	0041	821-	OLD WESTMOOR FARM, 8	6 OLD WESTMOOR FARM	FORMELA	0	0	-1	0	0.17	\$0.00	\$0.00	Х
45201 12.9.2022 006 17.8 FARM VIEW DR, 3B WEBB 3 FARM VIEW DR VIEW E 0 0 0 0 0.0 0.00 50.00 7.0 45202 12.9.2022 006 0.40 NOBADEER AV.3 BRAINTPONTLIGIT LC DANEL J OPDONNELL 1 0 0 0.00 50.00 7.0 45203 12.9.2022 424 0.43 257 FPL N, 58 SULLIVAN SULLIVAN SULLIVAN 0 0 0 0 0.00 50.00 7.0 45204 12.9.2022 047 156 FOCHICK AV.68 ETHAN LJ ACKS REVOCA JACKS 0 0 0 0 0 0 0.0 53.0000 53.0000 54.000 53.0000 54.000 54.000 54.000 54.000 54.000 54.000 54.0000 54.000 <td>45199</td> <td>12/8/2022</td> <td>0049</td> <td>082</td> <td>SANKATY RD, 74</td> <td>74 SANKATY ROAD LLC</td> <td>SEVENTY-FOUR SANKATY</td> <td>-1</td> <td>0</td> <td>0</td> <td>0</td> <td>1.64</td> <td>\$0.00</td> <td>\$0.00</td> <td>Ι</td>	45199	12/8/2022	0049	082	SANKATY RD, 74	74 SANKATY ROAD LLC	SEVENTY-FOUR SANKATY	-1	0	0	0	1.64	\$0.00	\$0.00	Ι
4532212.920220.9600.9600.96ANOBADEER AV.3BRANTFOINTLICHT LLCDANIEL J ODONNELL1.0.0.0.0.0.0.0.000S50001.4520312.92022422422422STEP L N, 58SLLLVANSLLLVANSLLLVAN0.0.0.0.0.000S0.0000.000S0.0000.000S0.0000.000S0.0000.000S0.0000.000S0.0000.000S0.0000.000S0.000 <td>45200</td> <td>12/9/2022</td> <td>0068</td> <td>511</td> <td>GOLDFINCH DR, 21</td> <td>21 GOLDFINCH DRIVE L</td> <td>KACYVENSKI/ANTOS-KAC</td> <td>-1</td> <td>0</td> <td>0</td> <td>0</td> <td>0.16</td> <td>\$0.00</td> <td>\$0.00</td> <td>Ι</td>	45200	12/9/2022	0068	511	GOLDFINCH DR, 21	21 GOLDFINCH DRIVE L	KACYVENSKI/ANTOS-KAC	-1	0	0	0	0.16	\$0.00	\$0.00	Ι
4520 12/92022 4242 432 STEP IN, 5B SULLIVAN SULLIVAN SULLIVAN 0 <	45201	12/9/2022	0066	178-	FARMVIEW DR, 3B	WEBB	3 FARM VIEW DRIVE RE	0	0	0	-1	0.00	\$0.00	\$0.00	D
4520412.922.4340.16GAY ST. 6KALES FAMILY 2022 REKALESKALES10000.00.000.00015.000.0000	45202	12/9/2022	0080	046	NOBADEER AV, 3	BRANTPOINTLIGHT LLC	DANIEL J O'DONNELL	-1	0	0	0	0.64	\$0.00	\$0.00	Ι
42505 129/2022 0079 156 POCHICK AV, 68 ETHAN E JACK SREVOCA JACKS 1 0 0 0.0 0.0 0.0 0.00 S33,0000 1 45206 129/2022 5541 133 PINE ST, 49 PINEALLY OURS LLC STUTZYSPINELLI 0.0	45203	12/9/2022	4242	432	STEP LN, 5B	SULLIVAN	SULLIVAN	0	0	0	-1	0.00	\$0.00	\$0.00	С
129/202 0667 471. WHEROWHEROLN,1 COWDEN FAMILY LIVING MEREDITH -1 0 0 0. 0. 0. 0.0	45204	12/9/2022	4234	016	GAY ST, 6	KALES FAMILY 2022 RE	KALES	-1	0	0	0	0.09	\$0.00	\$0.00	D
45207 12/12/2022 5541 183 PINE ST, 49 PINEALLY OURS LLC STUTZ/SPINELLI -1 0 0 0.11 S0.00 S31,200.00 45208 12/12/2022 0067 627 ESSEX RD, 34 ESSEX 34 ACK LLC GREY REALTY TRUST -1 0 0 0.0 <td>45205</td> <td>12/9/2022</td> <td>0079</td> <td>156</td> <td>POCHICK AV, 68</td> <td>ETHAN E JACKS REVOCA</td> <td>JACKS</td> <td>-1</td> <td>0</td> <td>0</td> <td>0</td> <td>0.60</td> <td>\$0.00</td> <td>\$0.00</td> <td>D</td>	45205	12/9/2022	0079	156	POCHICK AV, 68	ETHAN E JACKS REVOCA	JACKS	-1	0	0	0	0.60	\$0.00	\$0.00	D
12/12/2022 0067 627 ESSEX RD, 34 ESSEX 34 ACK LLC GREY REALTY TRUST -1 0 0 0.0	45206	12/9/2022	0067	471-	WHEROWHERO LN, 1	COWDEN FAMILY LIVING	MEREDITH	-1	0	0	0	0.91	\$1,650,000.00	\$33,000.00	
45299 12/12/2022 067 071 BAYBERRY LN, 10 THOMAS C HOLT REVOCA HOLTHOWARD -1 0 0 0.0 1.04 50.00 \$	45207	12/12/2022	5541	183	PINE ST, 49	PINEALLY OURS LLC	STUTZ/SPINELLI	-1	0	0	0	0.11	\$0.00	\$0.00	Ι
12/12/202 0063 031 SHEEP POND RD, 22 MALONEY/CUTLER HERBERT G SCHREIBER -1 0 0 0.22 \$2,300,000.00 \$59,000.00 45211 12/12/2022 4233 124 STARBUCK CT, 4 STARBUCK COURT LLC FOUR STARBUCK COURT -1 0 0 0.113 \$2,950,000.00 \$59,000.00 45212 12/12/2022 4232 009 ORANGE ST, 23 TRES SORELLA 2 LLC TRES SORELLA 2 LLC -1 0 0 0.11 \$0.00 \$50,000.00 \$59,000.00	45208	12/12/2022	0067	627	ESSEX RD, 34	ESSEX 34 ACK LLC	GREY REALTY TRUST	-1	0	0	0	0.20	\$1,560,000.00	\$31,200.00	
45211 12/12/2022 4233 124 STARBUCK CT, 4 STARBUCK COURT LLC FOUR STARBUCK COURT -1 0 0 0.13 \$22,950,00.00 \$59,000.00 \$59,000.00 \$59,000.00 \$59,000.00 \$59,000.00 \$59,000.00 \$59,000.00 \$59,000.00 \$59,000.00 \$50,000.00 <td>45209</td> <td>12/12/2022</td> <td>0067</td> <td>071</td> <td>BAYBERRY LN, 10</td> <td>THOMAS C HOLT REVOCA</td> <td>HOLT/HOWARD</td> <td>-1</td> <td>0</td> <td>0</td> <td>0</td> <td>1.04</td> <td>\$0.00</td> <td>\$0.00</td> <td>D</td>	45209	12/12/2022	0067	071	BAYBERRY LN, 10	THOMAS C HOLT REVOCA	HOLT/HOWARD	-1	0	0	0	1.04	\$0.00	\$0.00	D
4521212/12/2024322009ORANGE ST, 23TRES SORELLA 2 LLCTRES SORELLA 2 LLC-10000.11S0.00S0.00C04521312/12/2024323009ORANGE ST, 23FAO NOMINEE TRUSTTRES SORELLA 2 LLC-100000.11S0.00S0.00E4521412/12/202056171SOMERSET RD, 3BSCHWENKEHARDYSCHWENKE00 <td>45210</td> <td>12/12/2022</td> <td>0063</td> <td>031</td> <td>SHEEP POND RD, 22</td> <td>MALONEY/CUTLER</td> <td>HERBERT G SCHREIBER</td> <td>-1</td> <td>0</td> <td>0</td> <td>0</td> <td>0.92</td> <td>\$2,300,000.00</td> <td>\$46,000.00</td> <td></td>	45210	12/12/2022	0063	031	SHEEP POND RD, 22	MALONEY/CUTLER	HERBERT G SCHREIBER	-1	0	0	0	0.92	\$2,300,000.00	\$46,000.00	
4521312/12/20224232009ORANGE ST, 23FAO NOMINEE TRUSTTRES SORELA 2 LCC-10000.11SO.00S0.00P4521412/12/20220056171SOMERSET RD, 3BSCHWENKEHARDYSCHWENKE000<	45211	12/12/2022	4233	124	STARBUCK CT, 4	STARBUCK COURT LLC	FOUR STARBUCK COURT	-1	0	0	0	0.13	\$2,950,000.00	\$59,000.00	
4521412/12/2020056171SOMERSET R),3BSCHWENKEHARDY00000.00S0.00S0.00S0.00F4521512/12/2020056017HUMMOCK POND R),14HARDYSCHWENKE00000.00 <td< td=""><td>45212</td><td>12/12/2022</td><td>4232</td><td>009</td><td>ORANGE ST, 23</td><td>TRES SORELLA 2 LLC</td><td>TRES SORELLA 2 LLC</td><td>-1</td><td>0</td><td>0</td><td>0</td><td>0.11</td><td>\$0.00</td><td>\$0.00</td><td>С</td></td<>	45212	12/12/2022	4232	009	ORANGE ST, 23	TRES SORELLA 2 LLC	TRES SORELLA 2 LLC	-1	0	0	0	0.11	\$0.00	\$0.00	С
12/12/2022 0056 017 HUMMOCK POD RD, 14 HARDY SCHWENKE 0 0 0 0 0.0 \$0.00 <td< td=""><td>45213</td><td>12/12/2022</td><td>4232</td><td>009</td><td>ORANGE ST, 23</td><td>FAO NOMINEE TRUST</td><td>TRES SORELLA 2 LLC</td><td>-1</td><td>0</td><td>0</td><td>0</td><td>0.11</td><td>\$0.00</td><td>\$0.00</td><td>D</td></td<>	45213	12/12/2022	4232	009	ORANGE ST, 23	FAO NOMINEE TRUST	TRES SORELLA 2 LLC	-1	0	0	0	0.11	\$0.00	\$0.00	D
4521612/13/20220055656KIMBERLY WY, 13TIMOTHY AND CYNTHIADRISCOLL-10000.28\$0.00\$0.0014521712/13/20220068965MARY ANN DR, 40PA'S BOAT HOUSE LLCBARRETT MARY ANN TRU-10000.13\$0.00\$0.0074521812/13/20220039242ALLIANCE LN, 7JAMES L ROBLIN REVOCROBLIN-100000.28\$0.00\$0.00\$0.0074521912/13/20220049010BAXTER RD, 39ANDREW MSAUL REVOCASAUL-100000.35\$0.00\$0.00\$0.0074522012/14/202242311621CENTER ST, 30BTETTEMERMCKEW, JR000000\$1.00\$750.00\$15.004522112/14/20224231162CENTER ST, 30ATEGTMEIEREISENMANN000000\$0.00\$0.00\$0.00\$0.004522312/14/202242311623CENTER ST, 30DAMBRIS-BREW FAMILY LBREW6600000000\$0.00	45214	12/12/2022	0056	171-	SOMERSET RD, 3B	SCHWENKE	HARDY	0	0	-1	0	0.00	\$0.00	\$0.00	В
45217 12/13/2022 0068 965 MARY ANN DR, 40 PA'S BOAT HOUSE LLC BARRETT MARY ANN TRU -1 0 0 0.13 \$0.000 \$0.000 1 45218 12/13/2022 0039 242 ALLIANCE LN, 7 JAMES L ROBLIN REVOC ROBLIN -1 0 0 0 0.35 \$0.000 \$0.000 E 45219 12/13/2022 0049 010 BAXTER RD, 39 ANDREW M SAUL REVOCA SAUL -1 0 0 0.35 \$0.000 \$0.000 E 45220 12/14/2022 4231 1621 CENTER ST, 30B TETTEMER MCKEW, JR 0 0 0 0 0.00 \$1.000 \$1.000 \$0.000<	45215	12/12/2022	0056	017-	HUMMOCK POND RD, 14	HARDY	SCHWENKE	0	0	-1	0	0.00	\$0.00	\$0.00	В
4521812/13/2020039242ALLIANCE LN, 7JAMES L ROBLIN REVOCROBLIN-10002.80\$0.0	45216	12/13/2022	0055	656	KIMBERLY WY, 13	TIMOTHY AND CYNTHIA	DRISCOLL	-1	0	0	0	0.28	\$0.00	\$0.00	D
45219 12/13/2022 0049 010 BAXTER RD, 39 ANDREW M SAUL REVOCA SAUL -1 0 0 0.35 \$0.00 <td>45217</td> <td>12/13/2022</td> <td>0068</td> <td>965</td> <td>MARY ANN DR, 40</td> <td>PA'S BOAT HOUSE LLC</td> <td>BARRETT MARY ANN TRU</td> <td>-1</td> <td>0</td> <td>0</td> <td>0</td> <td>0.13</td> <td>\$0.00</td> <td>\$0.00</td> <td>Ι</td>	45217	12/13/2022	0068	965	MARY ANN DR, 40	PA'S BOAT HOUSE LLC	BARRETT MARY ANN TRU	-1	0	0	0	0.13	\$0.00	\$0.00	Ι
45220 12/14/2022 4231 1621 CENTER ST, 30B TETTEMER MCKEW, JR 0 0 0 -1 0.00 \$750.00 \$15.00 45221 12/14/2022 4231 162 CENTER ST, 30A TEGTMEIER EISENMANN 0 0 0 -1 0.00 \$1.00 \$0.02 45222 12/14/2022 4231 1623 CENTER ST, 30D AMBRIS-BREW FAMILY L BREW 0 0 0 -1 0.00 \$0.00	45218	12/13/2022	0039	242	ALLIANCE LN, 7	JAMES L ROBLIN REVOC	ROBLIN	-1	0	0	0	2.80	\$0.00	\$0.00	D
45221 12/14/2022 4231 162 CENTER ST, 30A TEGTMEIER EISENMANN 0 0 0 -1 0.00 \$1.00 \$0.02 45222 12/14/2022 4231 1623 CENTER ST, 30D AMBRIS-BREW FAMILY L BREW 0 0 0 -1 0.00 \$0.00 <td>45219</td> <td>12/13/2022</td> <td>0049</td> <td>010</td> <td>BAXTER RD, 39</td> <td>ANDREW M SAUL REVOCA</td> <td>SAUL</td> <td>-1</td> <td>0</td> <td>0</td> <td>0</td> <td>0.35</td> <td>\$0.00</td> <td>\$0.00</td> <td>D</td>	45219	12/13/2022	0049	010	BAXTER RD, 39	ANDREW M SAUL REVOCA	SAUL	-1	0	0	0	0.35	\$0.00	\$0.00	D
45222 12/14/2022 4231 1623 CENTER ST, 30D AMBRIS-BREW FAMILY L BREW 0 0 0 -1 0.00 \$0.00	45220	12/14/2022	4231	1621	CENTER ST, 30B	TETTEMER	MCKEW, JR	0	0	0	-1	0.00	\$750.00	\$15.00	
45223 12/14/2022 7332 621 CAREW LN, 6 6 CAREW NOMINEE TRUS 6 CAREW LLC -1 0 0 0.13 \$5,375,000.00 \$107,500.00 45224 12/14/2022 0080 218+ S SHORE RD, 20, 24 RAMOS FAMILY REALTY RAMOS FAMILY REALTY 0 0 -1 0 2.23 \$17,000.00 \$340.00 45225 12/14/2022 0080 582 CORREIA LN, 9 BESSEY CORREIA 0 0 -1 0 0.91 \$1,211,000.00 \$24,220.00 45226 12/15/2022 0056 181 SOMERSET RD, 3 O'CONNELL SNYDER -1 0 0 0.29 \$4,249,999.00 \$84,999.98 45227 12/15/2022 0054 241 POLPIS RD, 55R TESTAMENTARY MARITAL DAY, EST, PHILIP B -1 0 0 0 1.22 \$0.00 \$0.00 E 45228 12/15/2022 0054 241 POLPIS RD, 55R DAY TESTAMENTARY MARITAL -1 0 0 0 1.22 \$0.00 \$0.00 E	45221	12/14/2022	4231	162	CENTER ST, 30A	TEGTMEIER	EISENMANN	0	0	0	-1	0.00	\$1.00	\$0.02	
45224 12/14/2022 0080 218+ S SHORE RD, 20, 24 RAMOS FAMILY REALTY RAMOS FAMILY REALTY 0 0 -1 0 2.23 \$17,000.00 \$340.00 45225 12/14/2022 0080 582 CORREIA LN, 9 BESSEY CORREIA 0 0 -1 0 0.91 \$1,211,000.00 \$24,220.00 45226 12/15/2022 0056 181 SOMERSET RD, 3 O'CONNELL SNYDER -1 0 0 0.29 \$4,249,999.00 \$84,999.98 45227 12/15/2022 0054 241 POLPIS RD, 55R TESTAMENTARY MARITAL DAY, EST, PHILIP B -1 0 0 0 1.22 \$0.00 \$0.00 E 45228 12/15/2022 0054 241 POLPIS RD, 55R DAY TESTAMENTARY MARITAL -1 0 0 0 1.22 \$0.00 \$0.00 E	45222	12/14/2022	4231	1623	CENTER ST, 30D	AMBRIS-BREW FAMILY L	BREW	0	0	0	-1	0.00	\$0.00	\$0.00	D
45225 12/14/2022 0080 582 CORREIA LN, 9 BESSEY CORREIA 0 0 -1 0 0.91 \$1,211,000.00 \$24,220.00 45226 12/15/2022 0056 181 SOMERSET RD, 3 O'CONNELL SNYDER -1 0 0 0.29 \$4,249,999.00 \$84,999.98 45227 12/15/2022 0054 241 POLPIS RD, 55R TESTAMENTARY MARITAL DAY, EST, PHILIP B -1 0 0 1.22 \$0.00 \$0.00 E 45228 12/15/2022 0054 241 POLPIS RD, 55R DAY TESTAMENTARY MARITAL -1 0 0 0 1.22 \$0.00 \$0.00 E	45223	12/14/2022	7332	621	CAREW LN, 6	6 CAREW NOMINEE TRUS	6 CAREW LLC	-1	0	0	0	0.13	\$5,375,000.00	\$107,500.00	
45226 12/15/2022 0056 181 SOMERSET RD, 3 O'CONNELL SNYDER -1 0 0 0.29 \$4,249,999.00 \$84,999.98 45227 12/15/2022 0054 241 POLPIS RD, 55R TESTAMENTARY MARITAL DAY, EST, PHILIP B -1 0 0 1.22 \$0.00 \$0.00 E 45228 12/15/2022 0054 241 POLPIS RD, 55R DAY TESTAMENTARY MARITAL -1 0 0 1.22 \$0.00 \$0.00 E	45224	12/14/2022	0080	218+	S SHORE RD, 20, 24	RAMOS FAMILY REALTY	RAMOS FAMILY REALTY	0	0	-1	0	2.23	\$17,000.00	\$340.00	
45227 12/15/2022 0054 241 POLPIS RD, 55R TESTAMENTARY MARITAL DAY, EST, PHILIP B -1 0 0 1.22 \$0.00 \$0.00 E 45228 12/15/2022 0054 241 POLPIS RD, 55R DAY TESTAMENTARY MARITAL -1 0 0 1.22 \$0.00 \$0.00 E	45225	12/14/2022	0080	582	CORREIA LN, 9	BESSEY	CORREIA	0	0	-1	0	0.91	\$1,211,000.00	\$24,220.00	
45228 12/15/2022 0054 241 POLPIS RD, 55R DAY TESTAMENTARY MARITAL -1 0 0 0 1.22 \$0.00 \$0.00 E	45226	12/15/2022	0056	181	SOMERSET RD, 3	O'CONNELL	SNYDER	-1	0	0	0	0.29	\$4,249,999.00	\$84,999.98	
	45227	12/15/2022	0054	241	POLPIS RD, 55R	TESTAMENTARY MARITAL	DAY, EST, PHILIP B	-1	0	0	0	1.22	\$0.00	\$0.00	D
45229 12/15/2022 0067 011 BARTLETT RD, 13 MOESINGER GLOWACKI, EST, WALTE -1 0 0 0 0.48 \$1,900,000.00 \$38,000.00	45228	12/15/2022	0054	241	POLPIS RD, 55R	DAY	TESTAMENTARY MARITAL	-1	0	0	0	1.22	\$0.00	\$0.00	D
	45229	12/15/2022	0067	011	BARTLETT RD, 13	MOESINGER	GLOWACKI, EST, WALTE	-1	0	0	0	0.48	\$1,900,000.00	\$38,000.00	

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	0	AC	PRICE	PAID	EX
45230	12/15/2022	5541	011-	LYON ST, 3, LOT A	3R LYON LLC	HEDAA	0		0 -1	0	0.02	\$100,000.00	\$2,000.00	
45231	12/15/2022	5541	011-	LYON ST, 3, LOT B	LESSER	HEDAA	-1		0 0	0	0.07	\$2,800,000.00	\$56,000.00	
45232	12/15/2022	0053	030	TETAWKIMMO DR, 3	NAÏVE MELODY LLC	3 TETAWKIMMO DRIVE L	0		0 -1	0	0.37	\$1,700,000.00	\$34,000.00	
45233	12/15/2022	0056	153	POND RD, 7	GRAYLAN GROUP LLC	MASCARELLI	-1		0 0	0	0.49	\$0.00	\$0.00	1
45234	12/15/2022	0079	131	OKORWAW AV, 4	4 OKORWAW NOMINEE TR	PHILLIP	-1		0 0	0	1.95	\$8,350,000.00	\$167,000.00	
45235	12/16/2022	4244	049-	CLIFF RD, 24	WEBSTER	SAWB CORPORATION	-1		0 0	0	0.28	\$3,600,000.00	\$72,000.00	
45236	12/16/2022	4244	049-	CLIFF RD, 24, LOT 2	5 FOLGER LANE REALTY	SAWB CORPORATION	0		0 -1	0	0.19	\$1,718,712.00	\$34,374.24	
45237	12/16/2022	4244	049-	CLIFF RD, 24, LOT 3	WOLFRAM FAMILY TRUST	SAWB CORPORATION	0		0 -1	0	0.55	\$3,281,288.00	\$65,625.76	
45238	12/16/2022	0066	343	SPINNAKER CI, 3	MURPHY/BLOISE	MURPHY FAMILY TRUST	-1		0 0	0	0.37	\$918,750.00	\$1,375.00	М
45239	12/16/2022	4231	080	OLD NORTH WF, 1R	FOUR STARBUCK COURT	3 S INVESTMENTS LLC	-1		0 0	0	0.04	\$2,047,500.00	\$40,950.00	
45240	12/16/2022	0593	036	S CAMBRIDGE ST, 39	ABC&J LLC	CELLI/NATOLA	-1		0 0	0	0.13	\$840,000.00	\$16,800.00	
45241	12/19/2022	0924	246	OLD TOM NEVERS RD, 3	CYNTHIA S CROSS LIVI	CROSS	-1		0 0	0	0.34	\$0.00	\$0.00	D
45242	12/19/2022	0027	172	WINGSPREAD LN, 6	HAROLD J BAXTER WING	TEN YEAR HAROLD J BA	-1		0 0	0	5.01	\$0.00	\$0.00	D
45243	12/19/2022	0029	048-	JEFFERSON AV, 2, 4	4 JEFFERSON AVENUE N	MARK H GOTTWALD FAMI	-1		0 0	0	0.11	\$0.00	\$0.00	D
45244	12/19/2022	0029	138	JEFFERSON AV, 2, 4	2 JEFFERSON AVENUE N	MARK H GOTTWALD FAMI	-1		0 0	0	0.12	\$0.00	\$0.00	D
45245	12/19/2022	0029	148	BRANT POINT RD, 10	BRANT POINT PARTNERS	HURD/TRACY	-1		0 0	0	0.58	\$0.00	\$0.00	Ι
45246	12/20/2022	0068	2531+	OLD SOUTH RD, 41G, J	JTNG 17 LLC	EMINESCU	0		0 0	-1	0.00	\$625,000.00	\$12,500.00	
45247	12/20/2022	5544	681	JOY ST, 5	OVERJOYED LLC	5 JOY STREET LLC	-1		0 0	0	0.25	\$7,100,000.00	\$142,000.00	
45248	12/20/2022	0088	078	MADEQUECHAM VLY, 46	46 MVR LLC	GRANDTUCKET LLC	-1		0 0	0	3.17	\$5,100,000.00	\$102,000.00	
45249	12/20/2022	0055	371	WILLIAMS ST, 18	GREENSTICK LLC	WILLIAMS	-1		0 0	0	0.18	\$2,000,000.00	\$40,000.00	
45250	12/21/2022	0067	333	SURFSIDE DR, 8	8 SURFSIDE DRIVE LLC	BEAMISH	-1		0 0	0	0.49	\$2,450,000.00	\$49,000.00	
45251	12/21/2022	0087	031	MYLES STANDISH ST, 9	VAN SICKLIN 2022 FUN	VAN SICKLIN	-1		0 0	0	0.67	\$0.00	\$0.00	D
45252	12/21/2022	0065	092+	BARTLETT FARM RD, 30	MIOXES FARM LLC	BARTLETT	0		0 -1	0	8.35	\$521,875.00	\$10,437.50	
45253	12/21/2022	0082	505	BARTLETT FARM RD, 45	MIOXES FARM LLC	WINDMILL TRUST	0		0 -1	0	4.18	\$261,250.00	\$5,225.00	
45254	12/22/2022	0025	025	POLPIS RD, 256	256 POLPIS LLC	SAFE HARBOR NOMINEE	-1		0 0	0	6.43	\$15,000,000.00	\$300,000.00	
45255	12/22/2022	0055	235	ALLENS LN, 12	RICKARD	RICKARD, EST, STEPHE	-1		0 0	0	0.26	\$0.00	\$0.00	E
45256	12/22/2022	4231	1621	CENTER ST, 30B	AMBRIS-BREW FAMILY L	DIAZ-SAAVEDRA	0		0 0	-1	0.00	\$900.00	\$18.00	
45257	12/22/2022	7324	014	GULLY RD, 2	SCONSET TRUST INC	LINDA J MARTINO 2011	0		0 -1	0	3.18	\$4,750,000.00	\$0.00	G
45258	12/22/2022	0056	367	AUSTIN FARM DR, 8	MCMULLEN	AUSTIN FARM REALTY T	-1		0 0	0	0.92	\$0.00	\$0.00	В
45259	12/22/2022	0069	350+	SPEARHEAD RD, 5, 7	J BROWN BUILDERS IN	TWO GOATS LLC	0		0 -1	0	0.12	\$0.00	\$0.00	1
45260	12/23/2022	0030	287	HIGHLAND AV, 8	8 HIGHLAND 1031 LLC	KEAY	-1		0 0	0	0.17	\$7,995,000.00	\$159,900.00	
45261	12/27/2022	0056	367	AUSTIN FARM DR, 8	STAHL	MCMULLEN	-1		0 0	0	0.92	\$3,137,500.00	\$62,750.00	

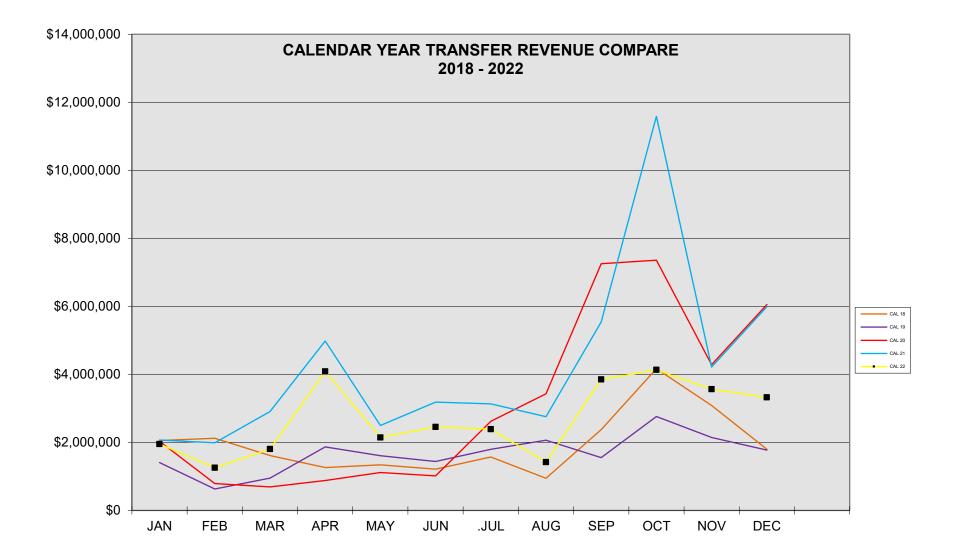
No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	0	AC	PRICE	PAID	EX
45262	12/27/2022	0068	369	BEACH GRASS RD, 37	THAPA	RICHMOND GREAT POINT	-1	0	0	0	0.11	\$775,000.00	\$0.00	0
45263	12/27/2022	7643	057	KENDRICK ST, 60	AKIN	CUDDY	-1	0	0	0	0.36	\$1,900,000.00	\$38,000.00	
45264	12/27/2022	0029	721	HULBERT AV, 32B	32B HULBERT NOMINEE	STEVENS	-1	0	0	0	0.49	\$8,500,000.00	\$170,000.00	
45265	12/28/2022	4231	1624	CENTER ST, 30E	TEGTMEIER	HUBBARD	0	0	0	-1	0.00	\$1.00	\$0.02	
45266	12/28/2022	0072	031	CHUCK HOLLOW RD, 8	ACK15CHR LLC	BOWSER	-1	0	0	0	1.50	\$2,625,000.00	\$52,500.00	
45267	12/28/2022	0071	033	WHITETAIL CI, 5	KATHRYN S HEAD LIVIN	HEAD, EST, CAROL A	-1	0	0	0	2.75	\$2,500,000.00	\$50,000.00	
45268	12/28/2022	0056	261	HAWTHORNE LN, 7	NANTUCKET ISLANDS LA	SEVEN HAWTHORNE LANE	0	0	-1	0	0.68	\$900,000.00	\$0.00	А
45269	12/28/2022	0056	260	HAWTHORNE LN, 5	NANTUCKET ISLANDS LA	FIVE HAWTHORNE LANE	0	0	-1	0	0.69	\$900,000.00	\$0.00	А
45270	12/28/2022	0056	273	VESTAL ST, 80	NANTUCKET ISLANDS LA	OWEN	-1	0	0	0	0.66	\$2,600,000.00	\$0.00	А
45271	12/28/2022	0056	272	VESTAL ST, 84	NANTUCKET ISLANDS LA	OWEN	-1	0	0	0	0.60	\$1,600,000.00	\$0.00	А
45272	12/28/2022	0056	260+	VESTAL ST,80, 84+	NANTUCKET ISLANDS LA	SEVEN HAWTHORNE LANE	-1	0	-1	0	0.00	\$0.00	\$0.00	А
45273	12/28/2022	0056	272+	HAWTHORNE LN, 5.7+	OWEN	OWEN ET AL	-1	0	0	-1	0.00	\$0.00	\$0.00	C
45274	12/29/2022	0043	006-	SHAWKEMO RD, 4, LOT5	4 SHAWKEMO ROAD REAL	SHAWKEMO DUCKLANDS	0	0	-1	0	0.05	\$44,265.00	\$885.30	
45275	12/29/2022	0043	005-	SHAWKEMO RD, 7, LOT3	6 SHAWKEMO ROAD REAL	YURIKO YOUNG NANTUCK	0	0	-1	0	0.19	\$166,549.50	\$3,330.99	
45276	12/29/2022	0043	005-	SHAWKEMO RD, 7, LOT2	GARDEN HOME LLC	YURIKO YOUNG NANTUCK	0	0	-1	0	0.61	\$523,068.00	\$10,461.36	
45277	12/29/2022	0053	0042	UPPER TAWPAWSHAW, 5	PELTIER/NARDONE JR	NARDONE, JR/PELTIER	-1	0	0	0	0.39	\$0.00	\$0.00	В
45278	12/29/2022	5541	205	YORK ST, 31	FIRENZE HOLDINGS LLC	FIRENZE HOLDINGS LLC	-1	0	0	0	0.18	\$0.00	\$0.00	С
45279	12/29/2022	4923	007	BAXTER RD, 33	REBY	1889 TRUST LLC	-1	0	0	0	0.50	\$6,500,000.00	\$130,000.00	
45280	12/30/2022	0041	821	OLD WESTMOOR FARM, 6	6 OWFR LLC	6 OLD WESTMOOR FARM	-1	0	0	0	1.10	\$9,700,000.00	\$194,000.00	
45281	12/30/2022	0068	338+	BEACH GRASS RD, 47+	RICHMOND MEADOWS TWO	RICHMOND MEADOWS TW	0	0	-1	0	0.68	\$99.00	\$1.98	
45282	12/30/2022	0081	183	ELLENS WY, 21	OUR ELLENS WAY LLC	TWENTY-ONE ELLEN'S W	-1	0	0	0	0.31	\$6,635,000.00	\$132,700.00	
45283	12/30/2022	0011	019	WAUWINET RD, 114	DOC NOMINEE TRUST	DOC NOMINEE TRUST	-1	0	0	0	1.20	\$0.00	\$0.00	C
45284	12/30/2022	5541	191	W DOVER ST, 6	SE CACHER TRUST	IRELAND	-1	0	0	0	0.14	\$0.00	\$0.00	D
45285	12/30/2022	0030	031	KIMBALL AV, 9	KIMBALL SHERBURNE LL	KIMBALL SHERBURNE LL	-1	0	0	0	1.57	\$0.00	\$0.00	J
45286	12/30/2022	0030	174	SHERBURNE TP, 12	KIMBALL SHERBURNE LL	KIMBALL SHERBURNE LL	-1	0	0	0	0.13	\$0.00	\$0.00	J
						GRAND TOTALS	-80		-24		\$	178,569,357.5	50	

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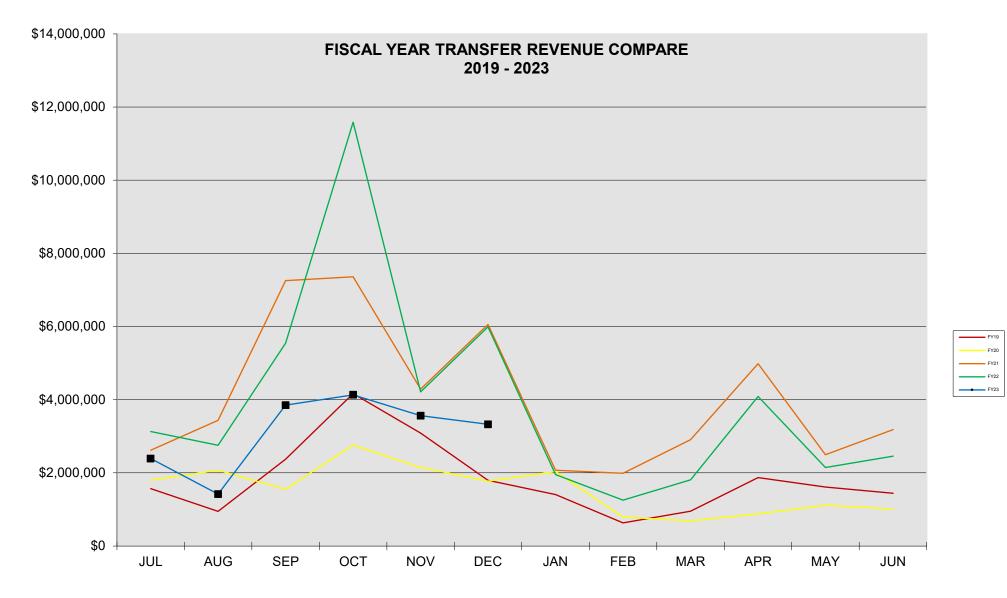
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\$3,325,661.45

MONTHLY TRANSFER STATISTICS CALENDAR 2021										
CAL21	Total	Exempt	Taxable	Total Gross	Gross	Revenue				
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received				
Jan-21	118	60	50	\$108,513,635	\$102,961,135	\$2,069,223				
Feb-21	87	48	39	\$107,677,305	\$99,427,305	\$1,988,546				
Mar-21	125	62	63	\$149,643,408	\$144,563,748	\$2,903,275				
Apr-21	154	74	80	\$253,758,427	\$248,349,549	\$4,980,991				
May-21	113	47	66	\$129,395,513	\$124,775,513	\$2,495,510				
Jun-21	111	44	67	\$162,548,991	\$159,052,699	\$3,181,054				
Jul-21	86	34	52	\$160,463,031	\$156,448,031	\$3,128,961				
Aug-21	94	52	42	\$147,307,536	\$137,682,536	\$2,753,651				
Sep-21	120	41	79	\$279,227,463	\$277,117,463	\$5,542,349				
Oct-21	197	56	141	\$582,600,629	\$579,326,185	\$11,586,524				
Nov-21	129	56	73	\$213,581,181	\$210,102,666	\$4,214,053				
Dec-21	177	103	74	\$312,971,054	\$299,536,054	\$5,990,721				
TOTAL CY21	1511	677	826	\$2,607,688,173	\$2,539,342,884	\$50,834,858 \$4,236,238				
Average	126	56	69	\$217,307,348	\$217,307,348 \$211,611,907					
Low	86	34	39	\$107,677,305	\$99,427,305	\$1,988,546				
High	197	103	141	\$582,600,629	\$579,326,185	\$11,586,524				
MONTHLY TRA	ANSFER ST		CALENDAR	2022						
0.41.00		– ,	T							
CAL22	Total	Exempt	Taxable	Total Gross	Gross	Revenue				
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received				
Jan-22	81	42	39	\$111,899,100	\$97,499,100	\$1,950,732				
Feb-22	49	30	19	\$64,634,159	\$62,761,659	\$1,254,483				
Mar-22	93	58	35	\$108,126,499	\$89,777,499	\$1,805,550				
Apr-22	91	39	52	\$208,684,710	\$203,890,995	\$4,085,810				
May-22	85	50	35	\$114,937,121	\$107,212,121	\$2,144,242				
Jun-22	98	57	41	\$130,698,457	\$122,677,055	\$2,453,541				
						\$2,387,886				
111-77	79	48	31	3174 1n4 7/n	3119014770					
Jul-22 Aug-22	79 81	48 57	31 24	\$124,164,276 \$84,455,392	\$119,014,276 \$70,037,323					
Aug-22	81	57	24	\$84,455,392	\$70,037,323	\$1,417,575				
Aug-22 Sep-22	81 85	57 41	24 44	\$84,455,392 \$199,748,058	\$70,037,323 \$192,528,058	\$1,417,575 \$3,850,561				
Aug-22	81 85 97	57	24	\$84,455,392 \$199,748,058 \$216,160,950	\$70,037,323 \$192,528,058 \$206,610,950	\$1,417,575 \$3,850,561 \$4,132,219				
Aug-22 Sep-22 Oct-22	81 85 97 88	57 41 38	24 44 59	\$84,455,392 \$199,748,058	\$70,037,323 \$192,528,058 \$206,610,950 \$178,167,500	\$1,417,575 \$3,850,561 \$4,132,219 \$3,563,350				
Aug-22 Sep-22 Oct-22 Nov-22	81 85 97	57 41 38 43	24 44 59 45	\$84,455,392 \$199,748,058 \$216,160,950 \$186,319,400	\$70,037,323 \$192,528,058 \$206,610,950	\$1,417,575 \$3,850,561 \$4,132,219				
Aug-22 Sep-22 Oct-22 Nov-22	81 85 97 88	57 41 38 43	24 44 59 45	\$84,455,392 \$199,748,058 \$216,160,950 \$186,319,400 \$178,569,358	\$70,037,323 \$192,528,058 \$206,610,950 \$178,167,500	\$1,417,575 \$3,850,561 \$4,132,219 \$3,563,350 \$3,325,661				
Aug-22 Sep-22 Oct-22 Nov-22 Dec-22	81 85 97 88 117	57 41 38 43 59	24 44 59 45 58	\$84,455,392 \$199,748,058 \$216,160,950 \$186,319,400	\$70,037,323 \$192,528,058 \$206,610,950 \$178,167,500 \$165,994,358	\$1,417,575 \$3,850,561 \$4,132,219 \$3,563,350				
Aug-22 Sep-22 Oct-22 Nov-22 Dec-22	81 85 97 88 117 1044	57 41 38 43 59 562	24 44 59 45 58 482	\$84,455,392 \$199,748,058 \$216,160,950 \$186,319,400 \$178,569,358 \$1,728,397,480	\$70,037,323 \$192,528,058 \$206,610,950 \$178,167,500 \$165,994,358 \$1,616,170,893	\$1,417,575 \$3,850,561 \$4,132,219 \$3,563,350 \$3,325,661 \$32,371,610				



MONTHLY '	TRANSFER	STATISTIC	S FISCAL	YEAR 2022		
FY22	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jul-21	86	34	52	\$160,463,031	\$156,448,031	\$3,128,961
Aug-21	94	52	42	\$147,307,536	\$137,682,536	\$2,753,651
Sep-21	120	41	79	\$279,227,463	\$277,117,463	\$5,542,349
Oct-21	197	56	141	\$582,600,629	\$579,326,185	\$11,586,524
Nov-21	129	56	73	\$213,581,181	\$210,102,666	\$4,214,053
Dec-21	177	103	74	\$312,971,054	\$299,536,054	\$5,990,721
Jan-22	81	42	39	\$111,899,100	\$97,499,100	\$1,950,732
Feb-22	49	30	19	\$64,634,159	\$62,761,659	\$1,254,483
Mar-22	93	58	35	\$108,126,499	\$89,777,499	\$1,805,550
Apr-22	91	39	52	\$208,684,710	\$203,890,995	\$4,085,810
May-22	85	50	35	\$114,937,121	\$107,212,121	\$2,144,242
Jun-22	98	57	41	\$130,698,457	\$122,677,055	\$2,453,541
THRU DEC 21	803	342	461	1,696,150,894	1,660,212,935	33,216,259
Average	108	52	57	\$202,927,578	\$195,335,947	\$3,909,218
Low	49	30	19	\$64,634,159	\$62,761,659	\$1,254,483
High	197	103	141	141 \$582,600,629 \$579,326,185		\$11,586,524
MONTHLY '	TRANSFER	STATISTIC	S FISCAL '	YEAR 2023		
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						
Feb-23						
Mar-23						
Apr-23						
May-23						
Jun-23						
			001	¢000 417 424	\$932,352,465	\$18,677,252
THRU DEC 22	547	286	261	\$989,417,434		
THRU DEC 22 Average	91	286 48	261 44	\$164,902,906	\$155,392,077	
	1	1	1			\$3,112,875 \$1,417,575



NANTUCKET LAND BANK COMMISSION WORKSHEET UNAUDITED FINANCIAL REPORT as of November 30, 2022

STATEMENT OF ACCOUNTS - UN	NRESTRICTED FUNDS	Oct YIELD	Nov YIELD	10/31/2022	11/30/2022
Nantucket Bank / Operating Fund x	(8888	0.00	0.00	\$46,488.95	\$44,157.78
Nantucket Bank / Collection Accourt	nt x7653	0.25	0.25	\$26,211,859.66	\$28,353,175.44
Nantucket Bank / Special CD x113	5 matures 5/20/2023*	0.75	0.75	\$5,073,441.06	\$5,076,569.45
TOTAL UNRESTRICTED FUNDS:				\$31,331,789.67	\$33,473,902.67
STATEMENT OF ACCOUNTS - RE	ESTRICTED FUNDS	Oct YIELD	Nov YIELD	10/31/2022	11/30/2022
US Bank / Series A Bonds Reserve	e Fund / SLGS mature 12/1/27 & 2/15/32 MktVal	2.93	2.93	\$1,505,315.58	\$1,507,172.69
US Bank / Series A Bonds Debt Se	ervice Fund x1002	0.00	0.00	\$20,908.62	\$997,610.71
US Bank / Acquisition Fund x1003		0.00	0.00	\$1.10	\$1.10
Nantucket Bank / SHAC Escrow x7	7038	0.25	0.25	\$22,002.48	\$22,007.00
Nantucket Bank / NFRM Escrow x9		0.25	0.25	\$10,008.42	\$10,010.48
Nantucket Bank / CSMF (Industrial		0.25	0.25	\$32,073.76	\$32,080.35
Nantucket Bank / Nabalus Escrow 2		0.15	0.15	\$1,662.40	\$1,662.60
Nantucket Bank / MGC Golf Capita		0.25	0.25	\$226,033.65	\$84,715.01
Nantucket Bank / SGC Capital Res		0.25	0.25	\$603,956.63	\$604,080.73
Nantucket Bank / NGM Manageme		0.25	0.25	\$18,770.94	\$20,858.57
Hingham Savings / Marble Reserve		2.23	2.23	\$228,254.97	\$228,673.71
Citizens Bank / Verrill Dana Acquisi	Ition Escrow			\$4,530,000.00	\$150,000.00
TOTAL RESTRICTED FUNDS:				\$7,198,988.55	\$3,658,872.95
TOTAL FUNDS:				\$38,530,778.22	\$37,132,775.62
BONDS:	Principal Outstanding			Payment Due	Annual Payments
2012 Series A Issue (Final principal payment 2/15/2032)	\$3,780,000	Principal	and Interest due 2/15,	/23, Interest due 8/15/23	\$426,862.50
2016 Series A Refunding Bond (Final principal payment 12/1/2027)	\$5,780,000	Interest o	due 6/1/23, Principal a	and Interest due 12/1/22	\$1,050,050.00
TOTAL BONDS:	\$9,560,000		TOTAL ANNU	JAL BOND PAYMENTS:	\$1,476,912.50
NOTES:	Principal Outstanding			Payment Due	Annual Payments

 \$1,700,000
 Interest of \$25,768.60 due 12/9/22, 3/9/23, 6/9/23, 9/9/23
 \$103,074.40

 \$1,700,000
 TOTAL ANNUAL NOTE PAYMENTS:
 \$103,074.40

TOTAL ANNUAL DEBT PAYMENTS:

*A 12-month CD with the benefit of withdrawing at any time, if needed, without penalty.

\$11,260,000

Marble Note #19

TOTAL NOTES:

TOTAL DEBT:

\$1,579,986.90