

AGENDA
Nantucket Land Bank Commission
Regular Meeting of May 14, 2024
Land Bank Conference Room, 22 Broad Street, Nantucket, MA

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS
2. AGRICULTURAL MANAGEMENT
 - a. Community Garden/50 Old South Road – Progress Update & Property Naming
 - b. Farm Licenses – Clarification
3. PROPERTY MANAGEMENT
 - a. Cisco Beach – Parking Lot Update
 - b. 125 Somerset Rd/Maintenance Facility – Roofing Bid
 - c. 321 Polpis Rd – Alternative Names for Consideration
 - d. Fair Street Park – Gardening Discussion
 - e. 28 Washington Street – Maria Mitchell Association Permitting Update
4. TRANSFER BUSINESS
 - a. “M” Exemption Update
5. APPROVAL OF MINUTES
 - a. Regular Meeting of April 23, 2024, and Special Meeting of April 17, 2024
6. CONSENT ITEMS
 - a. Monthly Transfer Statistics
 - b. Warrant Authorization – Cash Disbursement
 - c. Warrant Authorization – Refunding 2016 Semi-Annual Bond Payment
 - d. Cisco Beach – Hang Loose Helado Ice Cream Proposal
 - e. Cisco Beach – Decker’s Dogs License (Jack Decker)
 - f. Petrel Landing – Oyster Upweller
 - g. Muskeget Island – Research Proposal
 - h. Discovery Playground – Community School Playground Pals Playgroups (Mondays through June 3rd)
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. 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



Nantucket Land Bank Commission
Regular Meeting of May 14, 2024 (4pm)
Land Bank Conference Room, 22 Broad Street, Nantucket, MA

STAFF REPORT

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS

2. AGRICULTURAL MANAGEMENT

a. Community Garden/50 Old South Road – Progress Update & Property Naming

The Community Garden is progressing well and still on schedule for an opening in early June. The irrigation is installed with water spigots at each bed. The parking lot and access road are under construction and should be done by Friday, May 9th. The fencing (stockade and deer fencing) is scheduled to be installed the week of May 13th. The garden beds will start to be assembled after the fence installation. The lottery for the plots will be picked this week and everyone notified of results. There were approximately 220 applicants for the 38 – 46 beds. Staff will answer questions and fill in with any up-to-date additional information at the meeting.

Also enclosed is a list of potential names for the new Community Garden.

b. Farm Licenses – Clarification

Staff is seeking clarification of the application of the term extension from 5 to 10 years for our non-profit organization licensees such as the Nantucket Community Garden and Sustainable Nantucket. Staff is recommending that the decision made at the meeting regarding the term extensions of licenses apply from that moment forward, rather than retroactively, to reduce the administrative burden on staff. If the Commission meant for the 10 year term to apply to all licenses, those that are shorter can be easily extended and renewed at the end of their existing terms.

3. PROPERTY MANAGEMENT

a. Cisco Beach – Parking Lot Update

The creation of the new Cisco Beach parking area has proven to require quite a bit of flexibility on everyone's part. As of Wednesday, 5/8, staff received a draft Conservation and Management Plan from the Massachusetts Natural Heritage and Endangered Species

Program (MNHESP). This will enable us to move forward with transplanting rare plants as well as mowing and fencing the parking area within the next 4-6 weeks. However, we will be unable to re-surface the parking area until after July as there is a Northern Harrier nesting nearby. As a reminder, the plan for this parking area is enclosed for the Commission's review.

b. 125 Somerset Rd/Maintenance Facility – Roofing Bid

This invitation for bids for the replacement of the shop roof out at the maintenance facility is due Friday, May 10th. In the event we receive bids, we would ask the Commission to award the contract to the lowest eligible and responsible bidder subject to staff checking and receiving positive references for their work.

c. 321 Polpis Rd – Alternative Names for Consideration

Per the Commission's request, enclosed your consideration are alternative names to be considered for 321 Polpis Road.

d. Fair Street Park – Gardening Discussion

Annual costs for this garden have exceeded \$20,000 and staff is seeking feedback from the Commission as to whether this expense is acceptable in light of recent concerns over gardening expenses at other parks. A more detailed summary and photos of the park are enclosed for the Commission's review.

4. TRANSFER BUSINESS

a. "M" Exemption Update

5. APPROVAL OF MINUTES

a. Regular Meeting of April 23, 2024 and Special Meeting of April 17, 2024

6. CONSENT ITEMS

a. Monthly Transfer Statistics

Enclosed for your review.

b. Warrant Authorization – Cash Disbursements

Susan is preparing the bills up until Monday and therefore waits to send the warrant out until then. As a reminder, each individual bill is reviewed by the staff member with the most direct knowledge of the expenditure, and then subsequently reviewed by Jesse prior to it being presented to the Commission for approval.

c. Warrant Authorization – Refunding 2016 Semi-Annual Bond Payment

There is \$3,980,000 outstanding left on this bond, which is paid twice per year with one interest payment in June and one combined interest and principal payment in December.

The Commission is being asked to execute a warrant authorization in the amount of \$59,700 to satisfy the upcoming June interest payment.

d. Cisco Beach – Hang Loose Helado Ice Cream Proposal

The Land Bank received a request from Hang Loose Helado, the ice cream truck owned and managed by Chris Getoor, to visit Cisco beach once per day (weather permitting) this summer. The truck is fully licensed and inspected and not subject to the same rules as the other mobile food units (MFUs), as it is classified as a ‘roaming’ MFU and only sells pre-packaged foods. Given the lack of other food vendors allowed to be stationed at Cisco this summer, staff recommends approval subject to the owner’s continued compliance with all applicable laws and/or regulations related to the operation of the MFU.

e. Cisco Beach – Jack Decker

Due to an exception for hot dog carts in the food code, Jack Decker received relief from the Board of Health to sell hot dogs at Cisco Beach this summer. Staff is recommending that the Commission approve the enclosed license to occupy a portion of Cisco Beach for this purpose, subject to Mr. Decker’s continued compliance with all laws and/or regulations which may be applicable.

f. Petrel Landing – Oyster Upweller

Enclosed is a request from the Nantucket Land Council to use Petrel Landing for the Oyster Upweller again this summer. An upweller is a tank system used to grow shellfish in a protected and controlled environment. Water from the harbor will continuously be pumped through the upweller to feed the oysters, with the utilities being provided by Nantucket Island Resorts rather than through the Land Bank’s 15 Commercial Street property. Staff recommends approval.

g. Muskeget Island – Research Proposal

Lyra Brennan, Director of the Coastal Waterbird Program for Mass Audubon, along with project partners in the USFWS, Mass DFW, and TTOR is seeking permission from NLB to study the habitat use of Common Terns and Roseate Terns on Muskeget Island as part of a regional project examining habitat use and movements of these species in areas in proximity to potential offshore Wind Energy Areas. Muskeget is a staging area for these tern species and was one of the largest tern colonies in MA until it was abandoned in 1948. Terns have recently begun recolonizing Muskeget, with nesting of both species observed in 2020 and 2022. The researchers propose surveys to determine the presence of terns at Muskeget once per week from mid-July to mid-September (pending weather/tides/accessibility) and also request permission to camp on the island overnight during three of those weekly visits to collect nocturnal data on the birds. The camp will be located in an area that does not disturb the target bird species. They also request permission to place acoustic monitoring devices to record the calls of the terns and a base station that will record data from satellite tags on terns. All equipment and devices will be removed at the end of the survey. This project could provide important information on the habitat use and movements of Common Terns and Roseate Terns regionally and locally on Muskeget Island. This information on these listed species will be invaluable as Wind

Energy Areas undergo development in currently and in the future. Staff recommends approval of this request.

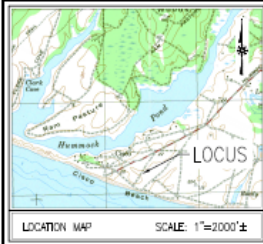
7. COMMISSIONERS ADDITIONAL QUESTIONS AND CONCERNS

Potential Names for New Community Garden:

- Hinsdale Community Garden
- **Hinsdale Park Community Garden***
- Land Bank Community Garden
- Community Garden at Hinsdale Park
- Discovery Community Garden
- Mid-Island Community Garden
- Old South Community Garden

***staff favorite**

Cisco Beach Parking Plan



NOTES:

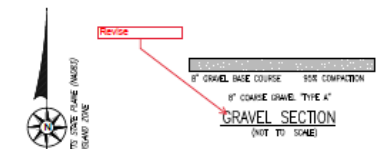
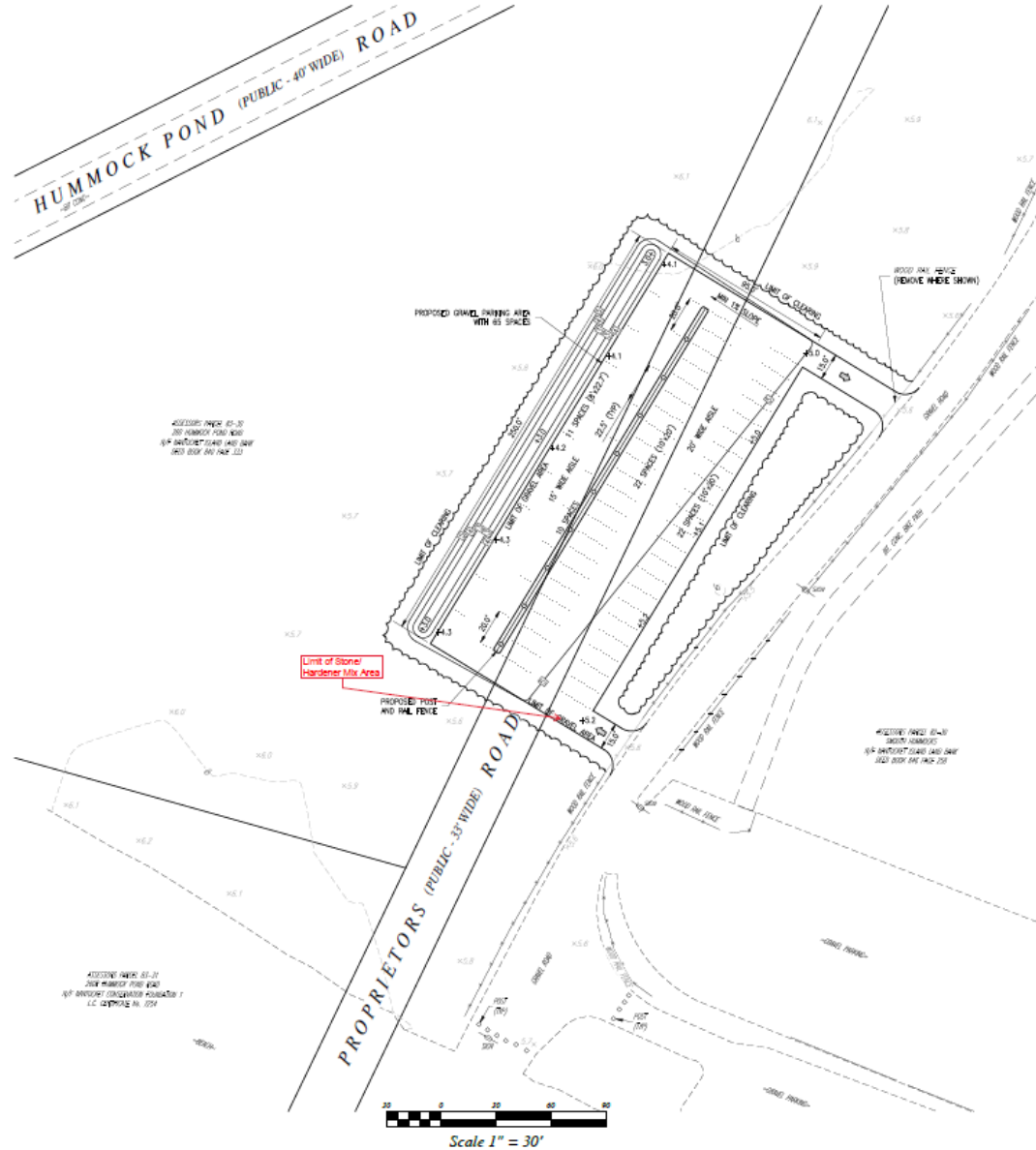
1. PROPERTY LINE, STREET LINE AND CORNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE NANTUCKET COUNTY REGISTER OF DEEDS.
2. TOPOGRAPHY INFORMATION SHOWN ON THIS PLAN IS BASED ON THE GROUND SURVEY BY GRADY CONSULTING, LLC ON NOVEMBER 22, 2023 AND JANUARY 15-16, 2024.
3. SUBJECT SITE IS IN THE LIMITED USE 3 (LUG-3) DISTRICT AS DEPICTED ON THE TOWN OF NANTUCKET ZONING MAP.
4. PROPRIETORS ROAD IS NOT CONSTRUCTED AND WAS ACQUIRED FOR PUBLIC COASTAL ACCESS BY TOWN MEETING ARTICLE 67/2012.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X AS DEPICTED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 55019C 0269D, WHICH BEARS AN EFFECTIVE DATE OF JUNE 9, 2014.

PLAN REFERENCES

1. LAND COURT PLAN NO. 13819-A
2. LAND COURT PLAN NO. 17358-A
3. PLAN FILE 44-G PAGE 1
4. PLAN FILE 46-K PAGE 1
5. PLAN NO. 64 OF 2014



COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 401.60 GRAVEL SUB-BASE

THE GRAVEL SHALL BE SPREAD AND COMPACTED IN LAYERS NOT EXCEEDING 8 IN. IN DEPTH. COMPACTED MEASUREMENT OF THE LAST LAYER OF GRAVEL SUB-BASE COURSE (CONFORMING TO M.D.S.D. GRAVEL SECTION TYPE A OR B, OR M.D.S.S. PROCESSED GRAVEL FOR SUBGRADE, SHALL BE 4 IN. IN DEPTH) COMPACTED MEASUREMENT AND ALL LAYERS SHALL BE COMPACTED TO NOT LESS THAN 90% OF THE MAXIMUM DRY DENSITY OF THE MATERIAL AS DETERMINED BY METHOD T 99 METHOD C AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE ENGINEER. IF THE MATERIAL RETAINED ON THE #4 SIEVE IS 50% OR MORE OF THE TOTAL SAMPLE THIS TEST SHALL NOT APPLY AND THE MATERIAL SHALL BE COMPACTED TO THE SATURATION OF THE EXHAUST. THE SPECIFIC DENSITY OF THE GRAVEL SUB-BASE SHALL BE MAINTAINED BY DETERMINING THE NUMBER OF PASSES OF A ROLLER REQUIRED TO PRODUCE A CONSTANT AND UNIFORM DENSITY AFTER CONDUCTING A SERIES OF TESTS OTHER USING THE SAND/PNEUMATIC OR THE NUCLEAR SCALE.

ANY STONE WITH A MAXIMUM DIMENSION GREATER THAN THAT PERMITTED FOR THE TYPE OF GRAVEL SPREADER SHALL BE REMOVED FROM THE SUB-BASE BEFORE THE GRAVEL IS COMPACTED. COMPACTOR SHALL CONTINUE UNTIL THE SURFACE IS EVEN AND TRUE TO THE PROPOSED LINE AND GRADES WITHIN A TOLERANCE OF 1/4 IN. ABOVE OR BELOW THE REQUIRED CROSS-SECTIONAL DIMENSIONS AND TO A MAXIMUM IRREGULARITY NOT EXCEEDING 1/4 IN. UNDER A 10-FT LINE. LONGITUDINALLY. IN LOCATIONS WHERE THE 1/4 IN. OF GRAVEL IS USED AS A BASE FOR NEW ASPHALT, THE TOLERANCE SHALL BE 1/4 IN. UNDER A 10-FT LINE. ANY SPECIFIC AREA OF GRAVEL SUB-BASE WHICH AFTER BEING ROLLED, DOES NOT FORM A SATISFACTORY SLOPE, SHALL BE REMOVED, REPLACED AND RECOMPACTED BY THE CONTRACTOR WITHOUT COST COMPENSATION. THE GRAVEL FOUNDATION FOR REBUILT CONCRETE SURFACING SHALL BE CONTINUED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 1, PREPARATION OF GRAVEL.

PLOT PLAN

CISCO BEACH PARKING AREA

NANTUCKET, MASSACHUSETTS

DESIGNED BY:
ELIZABETH HELMS
THE NANTUCKET LAND BANK
22 BRAD STREET
NANTUCKET, MA 02554

JANUARY 20, 2024
SCALE: 1"=30'
JOB NO. 23-075

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

Name Considerations for 321 Polpis Rd:

- **Windswept Overlook** (voted 4/9 but the Commission requested more options)
- Polpis Sanctuary
- Windswept Sanctuary
- Polpis Retreat
- Polpis Hideaway
- East End Sanctuary
- East End Retreat
- East End Hideaway

Fair Street Park

Costs at the Fair Street Park have risen over time and last year, maintenance for this garden was \$22,275.00. The extra expense is on the planters and weekly maintenance. As this is a very high-profile, popular park that is on Main Street, we are wondering if the Commission is pleased with the way the park looks and is willing to cover the extra expense or if they would prefer that costs be cut, and maintenance be reduced.





TRANSFER BUSINESS
Nantucket Land Bank Commission
Regular Meeting of May 14, 2024

1. April 2024 Transfers – Record Nos. 46375 through 46450

a. Current “M” Exemption and Lien:

No. 46388 Shawn Thompson and Mackenzie Thompson

Nantucket Islands Land Bank

Transfers by Month Report

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46380	4/4/2024	4243	041	ACADEMY LN, 17	SOJOURN REALTY TRUST	SOJOURN REALTY TRUST	-1	0	0	0	0.05	\$0.00	\$0.00	J
46381	4/8/2024	0073	093	HYDRANGEA LN, 11	DERMODY/ALIMONTI	11 HYDRANGEA LANE NO	-1	0	0	0	0.12	\$0.00	\$0.00	D
46382	4/8/2024	0054	286	BREWSTER RD, 7	7 BREWSTER NANTUCKET	7 BREWSTER ROAD LLC	0	0	-1	0	0.96	\$3,000,000.00	\$60,000.00	
46383	4/8/2024	4244	022	CLIFF RD, 6	GORE-GRIMES	JOAN MARIE MARCO 200	-1	0	0	0	0.10	\$0.00	\$0.00	D
46384	4/8/2024	4244	022	CLIFF RD, 6	GORE-GRIMES	WILLIAM PETER MARCO	-1	0	0	0	0.10	\$0.00	\$0.00	D
46385	4/9/2024	0056	130	MEADOW VIEW DR, 33	PONDERON LLC	PONDERON, LLC	-1	0	0	0	1.42	\$0.00	\$0.00	C
46386	4/9/2024	0024	223	POLPIS RD, 337	CRAIG J FOLEY REVOCA	FOLEY	0	0	-1	0	9.07	\$0.00	\$0.00	D
46387	4/9/2024	5541	168	ORANGE ST, 73	STEPHEN L BENDER REV	BENDER/LYNN	-1	0	0	0	0.10	\$0.00	\$0.00	D
46388	4/10/2024	0068	977	FAWN LN, 11	THOMPSON	TIC T'ACK TOE LLC	-1	0	0	0	0.11	\$3,030,000.00	\$40,600.00	M
46389	4/10/2024	0066	236	TOPAZ CR, 5	RAMOS	5 TOPAZ CIRCLE REALT	-1	0	0	0	0.46	\$0.00	\$0.00	D
46390	4/10/2024	4234	022	INDIA ST, 20	SIX CORNERS LLC	CAROL MARCH EMERSON	-1	0	0	0	0.26	\$0.00	\$0.00	I
46391	4/10/2024	4223	040	MEADER ST, 5	GLOWACKI	WASIL/GLOWACKI	-1	0	0	0	0.15	\$0.00	\$0.00	C
46392	4/12/2024	0067	1204+	SURFSIDE RD, 48 & 50	DIAS FAMILY REALTY T	MANUEL F DIAS REV TR	-1	0	-1	0	1.12	\$0.00	\$0.00	D
46393	4/12/2024	0066	4531	SOMERSET RD, 80	DUGAN	DUGAN, ESTATE	-1	0	0	0	0.21	\$0.00	\$0.00	E
46394	4/12/2024	0041	322	MADAKET RD, 44	WEBSTER	CAROLE P WEBSTER REV	-1	0	0	0	0.50	\$0.00	\$0.00	D
46395	4/12/2024	0041	322	MADAKET RD, 44	44 MADAKET ROAD REAL	WEBSTER	-1	0	0	0	0.50	\$0.00	\$0.00	C
46396	4/16/2024	4923	010	BAXTER RD, 27	SEA DAZE LLC	SEA DAZE LLC	-1	0	0	0	0.35	\$0.00	\$0.00	E
46397	4/16/2024	4923	010	BAXTER RD, 27	SEA DAZE LLC	SEA DAZE LLC	-1	0	0	0	0.35	\$0.00	\$0.00	E
46398	4/16/2024	4923	010	BAXTER RD, 27	SEA DAZE LLC	SEA DAZE LLC	-1	0	0	0	0.35	\$0.00	\$0.00	E
46399	4/16/2024	4923	010	BAXTER RD, 27	SEA DAZE LLC	SEA DAZE LLC	-1	0	0	0	0.35	\$664,000.00	\$13,280.00	
46400	4/16/2024	4923	010	BAXTER RD, 27	SEA DAZE LLC	SEA DAZE LLC	-1	0	0	0	0.35	\$664,000.00	\$13,280.00	
46401	4/16/2024	4923	010	BAXTER RD, 27	SEA DAZE LLC	SEA DAZE LLC	-1	0	0	0	0.35	\$664,000.00	\$13,280.00	
46402	4/16/2024	6024	631+	MADAKET RD, 343, 345	MADAKET MILK LLC	LAMBERT	-1	0	0	0	1.85	\$0.00	\$0.00	K
46403	4/16/2024	0020	063	EAT FIRE SPRING, 10	10 EFS REALTY TRUST	10 EFS REALTY TRUST	-1	0	0	0	3.25	\$0.00	\$0.00	K
46404	4/16/2024	0056	110	SOMERSET RD, 33	33 SOMERSET ROAD REA	O'MARA REALTY TRUST	-1	0	0	0	1.99	\$0.00	\$0.00	D
46405	4/16/2024	0593	099	MIDLAND AV, 5, 11F	DOSTALER-TOUCHETTE/B	ROONEY ACK TRUST	0	0	0	-1	0.00	\$20,000.00	\$400.00	
46406	4/16/2024	4241	761	SWAIN ST, 15, C1	JOAN P SCANLON REVOC	TAYLOR III/SCANLON	0	0	0	-1	0.00	\$0.00	\$0.00	D
46407	4/16/2024	4241	768	SWAIN ST, 15, D	JOAN P SCANLON REVOC	TAYLOR III/SCANLON	0	0	0	-1	0.00	\$0.00	\$0.00	D
46408	4/16/2024	0080	001-	SHERBURNE COMMON, 40	WILLOW HILL TRUST	COFFIN III/COFFIN	0	0	0	-1	0.00	\$2,095,000.00	\$41,900.00	

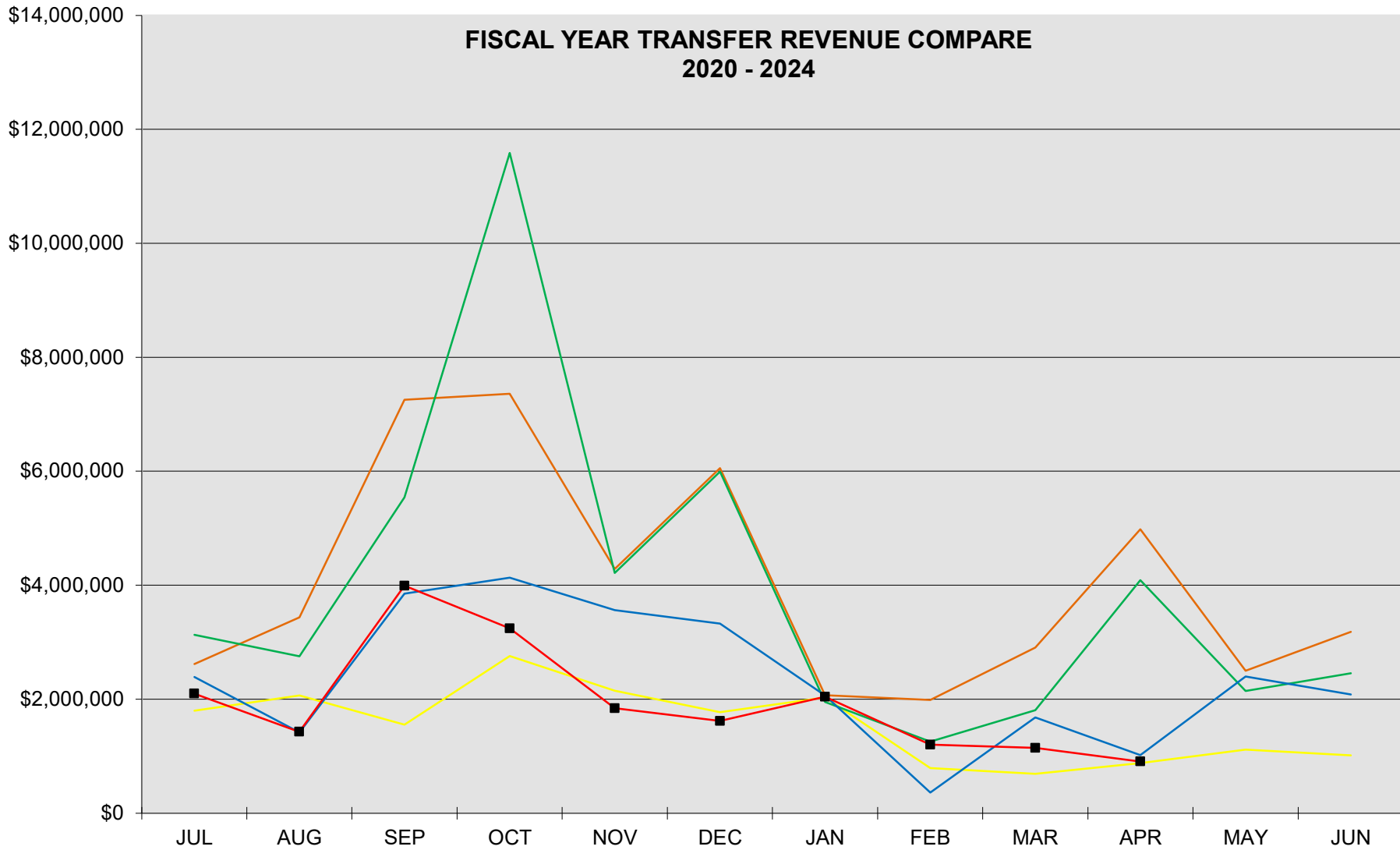
No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46409	4/17/2024	0080	411	FIELD AV, 3A	BEALE	DAVIS III/DAVIS	-1	0	0	0	0.15	\$1,812,500.00	\$36,250.00	
46410	4/17/2024	0067	872	MIACOMET AV, 10A	JOHN M SCHAFER FAMIL	SCHAFER	0	0	0	-1	0.00	\$0.00	\$0.00	D
46411	4/17/2024	0076	043	FLINTLOCK RD, 16	BURSCH/SMITH/BURSCH	MIAMOR REALTY TRUST	-1	0	0	0	1.15	\$0.00	\$0.00	D
46412	4/17/2024	0067	300	FAIRGROUNDS RD, 56	FEE	TRUE	-1	0	0	0	0.73	\$2,150,000.00	\$43,000.00	
46413	4/17/2024	5541	205	YORK ST, 31	FIRENZE HOLDINGS LLC	FIRENZE HOLDINGS LLC	-1	0	0	0	0.18	\$0.00	\$0.00	D
46414	4/17/2024	0041	230	W CHESTER ST, 45	AGUIAR	MCGIVNEY	-1	0	0	0	0.14	\$3,200,000.00	\$64,000.00	
46415	4/17/2024	0094	005	TUCKERNUCK	LANDRETH	EAST POND NOMINEE TR	0	0	-1	0	45.00	\$0.00	\$0.00	D
46416	4/17/2024	0094	005	TUCKERNUCK	HANSON	LANDRETH	0	0	-1	0	45.00	\$3,800,000.00	\$76,000.00	
46417	4/18/2024	4241	059	WALSH ST, 1	ONE WALSH STREET LLC	ALTA SKYE LLC	-1	0	0	0	0.15	\$4,950,000.00	\$99,000.00	
46418	4/18/2024	0593	100-	MIDLAND AV, 3	BOHR	MAINSTAY INC	0	0	0	-1	0.00	\$12,000.00	\$240.00	
46419	4/18/2024	7323	007+	OCEAN AV, 36, 37	36-37 OCEAN AVENUE L	MARY HELLER 2009 FAM	-1	0	0	0	2.78	\$0.00	\$0.00	D
46420	4/18/2024	4231	632	CENTER ST, 44 #2	44 CENTRE HOLDINGS L	44 CENTRE STREET REA	0	0	0	-1	0.00	\$1,425,000.00	\$28,500.00	
46421	4/18/2024	7314	152	SANKATY RD, 1	WALLACE/JOINT REVOC	GAIL BUTTERS IRREVOC	-1	0	0	0	0.17	\$0.00	\$0.00	D
46422	4/19/2024	0068	538	FALCON CT, 7	CHRISTOPHER T AND JU	ABC FAMILY REVOCABL	-1	0	0	0	0.12	\$2,475,000.00	\$49,500.00	
46423	4/19/2024	0066	2811	CLARA DR, 2	MATTHEW F TOMAIOLO R	TOMAIOLO	-1	0	0	0	0.29	\$0.00	\$0.00	D
46424	4/19/2024	4232	163	DARLING ST, 3	WILLIAM F FORDYCE RE	FORDYCE	-1	0	0	0	0.23	\$0.00	\$0.00	D
46425	4/22/2024	0087	135-	S SHORE RD, PARCEL B	NANTUCKET ISLANDS LA	TOWN OF NANTUCKET	0	0	-1	0	16.19	\$0.00	\$0.00	A
46426	4/22/2024	0594	1331	ARKANSAS AV, 8	PATRICK J WALKER REV	WALKER/MARTIN WALDE	-1	0	0	0	1.08	\$0.00	\$0.00	D
46427	4/22/2024	7341	342-	COFFIN ST, 19 PORTIO	LORD FAMILY LLC	BRER RABBIT LLC	0	0	-1	0	0.02	\$85,255.00	\$1,705.10	
46428	4/22/2024	7341	034-	COFFIN ST, 15 PORTIO	BRER RABBIT LLC	LORD FAMILY LLC	0	0	-1	0	0.02	\$85,255.00	\$1,705.10	
46429	4/22/2024	0048	019	BAXTER RD, 97	97 BAXTER ROAD REALT	FOTOPOLOUS	-1	0	0	0	0.59	\$0.00	\$0.00	D
46430	4/22/2024	0048	019	BAXTER RD, 97	FOTOPOULOS	97 BAXTER ROAD REALT	-1	0	0	0	0.59	\$0.00	\$0.00	D
46431	4/23/2024	0049	195+	WINDSOR RD, 1 & 2	SINGER	SNOWSHOE MILLWORKS L	-1	0	0	0	4.06	\$4,500,000.00	\$90,000.00	
46432	4/23/2024	0068	429	OLD SOUTH RD, 98	BURN THE SHIPS LLC	SMITH	0	-1	0	0	1.22	\$0.00	\$0.00	I
46433	4/23/2024	0069	2681	SUN ISLAND RD, 3 #4	DIGGAN	DIGGAN	0	0	0	-1	0.00	\$0.00	\$0.00	C
46434	4/24/2024	0041	013	CLIFF RD, 102	102 CLIFF ROAD LLC	ARLINGTON ROAD REALT	-1	0	0	0	0.55	\$0.00	\$0.00	I
46435	4/24/2024	0594	095	TENNESSEE AV, 52	CHARLES T BARTHOLOMA	BARTHOLOMAE JR, EST	-1	0	0	0	0.34	\$0.00	\$0.00	E
46436	4/25/2024	0080	179-	MASQUET AV & ATLANT	KINDERMANN	TOWN OF NANTUCKET	0	0	-1	0	0.03	\$2,739.80	\$54.79	
46437	4/25/2024	0072	016	WOOD HOLLOW RD, 4	MARGAN REALTY TRUST	MARGAN REALTY TRUST	-1	0	0	0	1.50	\$0.00	\$0.00	C
46438	4/26/2024	0072	016	WOOD HOLLOW RD, 4	GANGEMI/MICHELLE C G	MARGAN REALTY TRUST	-1	0	0	0	1.50	\$0.00	\$0.00	D
46439	4/26/2024	0072	016	WOOD HOLLOW RD, 4	BASBOUS	GANGEMI/MICHELLE G G	-1	0	0	0	1.50	\$1,830,000.00	\$36,600.00	
46440	4/26/2024	0055	045	NEW ST, 22	JEMISON/JOHNSTON	22 NEW STREET LLC	-1	0	0	0	0.12	\$0.00	\$0.00	J

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46441	4/26/2024	4243	077	CENTRE ST, 58	RICHARD W NESTO REVO	NESTO/BICKIMER	-1	0	0	0	0.17	\$0.00	\$0.00	D
46442	4/26/2024	0021	096+	QUIDNET RD, 64, 66+	QUIDNET HOLDINGS LLC	QUIDNET PROPERTY NOM	-1	0	-1	0	5.26	\$0.00	\$0.00	I
46443	4/29/2024	0030	240	SACHEM RD, 14	POPLAR HILL MD II LL	RIGGS	-1	0	0	0	0.72	\$0.00	\$0.00	I
46444	4/29/2024	4932	156	TOWADDY LN, 6	EELMAN	SULLIVAN	-1	0	0	0	0.19	\$2,500,000.00	\$50,000.00	
46445	4/29/2024	0069	226	PARK CR, 1A	GUEVARA/RUBINA	1A PARK CIRCLE LLC	0	0	0	-1	0.00	\$900,000.00	\$18,000.00	
46446	4/30/2024	0068	862	INDIGO DR, 5	NANTUCKET COTTAGE HO	NANTUCKET PROPERTY O	-1	0	0	0	0.09	\$2,349,000.00	\$0.00	G
46447	4/30/2024	0068	863	INDIGO DR, 7	NANTUCKET COTTAGE HO	NANTUCKET PROPERTY O	-1	0	0	0	0.09	\$1,866,000.00	\$0.00	G
46448	4/30/2024	0068	873	HONEYSUCKLE DR, 13	NANTUCKET COTTAGE HO	NANTUCKET PROPERTY O	-1	0	0	0	0.09	\$1,985,000.00	\$0.00	G
46449	4/30/2024	0055	209	HOOPER FARM RD, 8	8 HOOPER FARM REALTY	REZENDES	-1	0	0	0	0.36	\$0.00	\$0.00	D
46450	4/30/2024	0038	084	NORTH POINT, 1	CLAIRE D GRAVES REVO	GRAVES	-1	0	0	0	0.35	\$0.00	\$0.00	D
GRAND TOTALS							-53	-10				\$46,064,749.80		
							-1	-9			157.14		\$777,294.99	

MONTHLY TRANSFER STATISTICS FISCAL YEAR 2023						
FY23 Month	Total Transfers	Exempt Transfers	Taxable Transfers	Total Gross Value	Gross Value Taxable	Revenue Received
Jul-22	79	48	31	\$124,164,276	\$119,014,276	\$2,387,886
Aug-22	81	57	24	\$84,455,392	\$70,037,323	\$1,417,575
Sep-22	85	41	44	\$199,748,058	\$192,528,058	\$3,850,561
Oct-22	97	38	59	\$216,160,950	\$206,610,950	\$4,132,219
Nov-22	88	43	45	\$186,319,400	\$178,167,500	\$3,563,350
Dec-22	117	59	58	\$178,569,358	\$165,994,358	\$3,325,661
Jan-23	69	50	19	\$105,949,500	\$103,160,414	\$2,063,208
Feb-23	61	48	13	\$19,474,665	\$17,669,500	\$361,890
Mar-23	72	46	26	\$90,080,762	\$84,013,251	\$1,680,265
Apr-23	50	33	17	\$52,530,610	\$50,810,810	\$1,016,216
May-23	82	46	36	\$123,501,599	\$119,844,099	\$2,396,882
Jun-23	60	36	24	\$110,778,641	\$104,152,130	\$2,083,043
THRU APR 23	799	463	336	\$1,257,452,970	\$1,188,006,440	\$23,798,831
Average	80	45	33	\$124,311,101	\$147,930,411	\$2,356,563
Low	50	33	13	\$19,474,665	\$17,669,500	\$361,890
High	117	59	59	\$216,160,950	\$206,610,950	\$4,132,219
MONTHLY TRANSFER STATISTICS FISCAL YEAR 2024						
FY24 Month	Total Transfers	Exempt Transfers	Taxable Transfers	Total Gross Value	Gross Value Taxable	Revenue Received
Jul-23	75	49	26	\$110,131,693	\$104,912,515	\$2,098,250
Aug-23	64	32	32	\$78,042,000	\$71,417,000	\$1,428,340
Sep-23	93	46	47	\$199,648,798	\$199,548,798	\$3,990,976
Oct-23	101	56	45	\$170,787,010	\$162,137,010	\$3,242,740
Nov-23	79	51	28	\$92,790,100	\$91,990,100	\$1,840,004
Dec-23	76	50	26	\$87,561,537	\$80,894,700	\$1,617,894
Jan-24	72	42	30	\$109,580,517	\$102,178,767	\$2,043,575
Feb-24	46	26	20	\$60,093,759	\$60,093,759	\$1,201,875
Mar-24	87	61	26	\$58,903,942	\$57,203,942	\$1,144,079
Apr-24	76	52	24	\$52,555,750	\$45,355,750	\$907,115
May-24						
Jun-24						
THRU APR 24	769	465	304	\$1,020,095,106	\$975,732,341	\$19,514,849
Average	77	47	30	\$102,009,511	\$97,573,234	\$1,951,485
Low	46	26	20	\$52,555,750	\$45,355,750	\$907,115
High	101	61	47	\$199,648,798	\$199,548,798	\$3,990,976

FISCAL YEAR TRANSFER REVENUE COMPARE

2020 - 2024



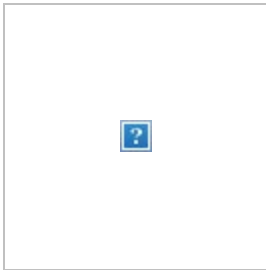
From: [Chris Getoor](#)
To: [Jesse Bell](#)
Subject: Cisco Beach
Date: Tuesday, April 23, 2024 7:37:35 AM

Jesse,

I hope all is well. I'm sure you have bigger fish to fry to please feel free to pass me on to the appropriate person. I'm reaching out in the hope that the ice cream truck will have the opportunity to stop by Cisco periodically this summer.

You may remember we had permission during our first year but I found that the time commitment requirement and the fact that there were so many other vendors there didn't make sense for us. I know that landscape is changing and I'm hoping to revisit. We are the only roaming MFU licence on the island so we operate under different guidelines. Ideally we'd like to stop by for 30min once or twice a day during the summer. Would that work and if so, what are the next steps? Thanks for your consideration. Looking forward to hearing back. Enjoy the day.

Best,



Chris Getoor

Executive Director

Strong Wings Adventure School

in Partnership with Nantucket New School

■ [\(508\) 228-1769](tel:5082281769)

■ strongwings.org

■ 9 Nobadeer Farm Road, Nantucket, MA 02554

[Make a Gift](#)



REQUESTS FOR TEMPORARY PRIVATE EVENT USE
ON NANTUCKET LAND BANK PROPERTIES

The Land Bank Commission will allow small, short, simple ceremonies with minimal set up (no tents, no amplified music, a few chairs for guests who cannot be expected to stand, and preferably fewer than 35 guests). Carpooling is strongly encouraged. Depending upon the size and scope, your request will either be reviewed internally by Staff or at a Land Bank Commission meeting after which you will be notified regarding approval status. All commercial events require payment of a \$100 fee, EXCEPT filming which requires a \$250/day fee.

PLEASE NOTE THAT THE LAND BANK'S APPROVAL IS CONTINGENT UPON ALL OTHER APPLICABLE TOWN PERMITS HAVING BEEN OBTAINED.¹

APPLICANT NAME: Chris Getoor
MAILING ADDRESS: 9 Nobadeer Farm Rd.
TELEPHONE: (508)-221-5839 E-MAIL: cgetoor@gmail.com

Proposed Location of EVENT:
DATE of EVENT: 6/1/24 · 10/1/24 TIME of EVENT: _____

Description / Anticipated # of attendees *friends, family, catering staff.*

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

We would appreciate the opportunity for the ice cream truck to be able to make a brief daily stop at Cisco beach. Thank you for your consideration.

Approved/Denied: _____ Date: _____

Special Projects Coordinator

Approval date

Staff Comments: _____

¹ Applicants must be in full compliance with Health Department, Fire, Police, and Natural Resources regulations.

Contact Town of Nantucket Events Coordinator, Marina Dzvoniak at 508-825-4166 or by email to

mdzvoniak@police.nantucket-ma.gov

LICENSE AGREEMENT

This Temporary License Agreement (this “License”) is executed this ____ day of May, 2024, by and between the **Nantucket Islands Land Bank**, a body politic and corporate, with a principal place of business at 22 Broad Street, Nantucket, Massachusetts, 02554 (the “Licensor”), and **Nantucket Beach Dogs**, with a principal place of business at 16 Hummock Pond Road, Nantucket, Massachusetts, 02554 (the “Licensee”).

Recitals

WHEREAS, the Licensor is the owner of record of property located at “CISCO BEACH” off of Hummock Pond Road, which property is shown on Assessors Map 82 as Parcel 30 and which was conveyed to Licensor by Quitclaim Deed recorded January 5, 2000, with the Nantucket Registry of Deeds at Book 646, Page 258 (the “Licensor’s Property”);

WHEREAS, the Licensee has requested the Licensor for entry upon a portion of the Licensor’s Property for the purpose of mobile food unit concessions and

WHEREAS, the Licensor is amenable to granting the Licensee said entry and use, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. LICENSED PREMISES, PERMITTED USES, TERM

Subject to the provisions of this License, the Licensor hereby grants Licensee and its agents, representatives, employees, contractors, and other authorized parties (with Licensee, the “Licensee Parties”) non-exclusive use of those portions of the Licensor’s Property located at as further described in Exhibit A hereto (the “Licensed Premises”) only for the purpose of mobile food unit concessions as further described in Exhibit B hereto (the “Permitted Use”). This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, including, but not limited to, an easement, lease, tenancy at will or other property right, but only the limited right of use as hereinabove stated.

The rights granted hereunder may be exercised from May 24, 2024, through September 15, 2024, and for such longer time as the Licensor may require, until the Licensor has terminated this License in accordance with the terms hereof.

2. CONSIDERATION

The consideration for this License shall be a \$300 commercial use fee, the receipt of which is hereby acknowledged, the payment by the Licensee of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Licensor.

3. CONDUCT

(a) During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the Licensor or with the operations of any other Licensor's Property easement holder, and shall observe and obey any and all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.

(b) The Licensee shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under this License. If required under state law, the Licensee shall pay prevailing wages to its employees for the work performed on the Licensor's Property.

(c) The Licensee shall be responsible for correcting any damage caused to the Licensor's Property, including the Licensed Premises, arising from the use of the Licensed Premises by the Licensee or any of the other Licensee Parties and/or the negligence of any of the Licensee Parties.

(d) The Licensee shall not make any major or structural alterations to the Licensed Premises without the prior written consent of the Licensor, such consent to be granted in the Licensor's sole discretion.

(e) The Licensee shall be solely responsible for obtaining any and all applicable permits, licenses, and approvals associated with the Permitted Use.

(f) The Licensee shall not permit any mechanics' liens, or similar liens, to remain upon the Licensed Premises for labor and material furnished to the Licensee or claimed to have been furnished to the Licensee in connection with work of any character performed or claimed to have been performed at the direction of the Licensee and the Licensee shall cause any such lien to be released of record forthwith without cost to the Licensee.

(g) The Licensor shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Licensed Premises or any part thereof, but all such improvements and alterations shall be done and materials and labor furnished at Licensee's expense, and the laborers and material men furnishing labor and materials for the work shall release the Licensee from any liability.

(h) The Licensee expressly agrees that it shall promptly restore the Licensed Premises after any disturbance and repair any damage caused to the Licensed Premises, and/or any improvements thereon, caused by or arising directly or indirectly due to the acts or omissions of Licensee or any of the other Licensee Parties, at its sole cost and expense.

(i) The provisions of this Section 3 shall survive the expiration or termination of this License.

4. INSURANCE

The Licensee shall maintain during the period of this License general liability insurance in the minimum amounts determined by the Licensors in its sole discretion. Licensee shall choose an insurer licensed in Massachusetts having a B+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company). The Licensors shall be named as an additional insured on all such insurance policies, and Licensee shall provide for a thirty (30) day written notification to the Licensors in the event of cancellation or modification of the policy or policies. Licensee shall provide the Licensors with certificates of insurance prior to entering the Licensed Premises and at such other times as the Licensors may reasonably request.

To the extent required by law, the Licensee or the Licensee Parties shall maintain worker's compensation insurance, from the commencement of the work until the completion thereof. The Licensee agrees that any Licensee Parties performing work on behalf of the Licensee at the Licensed Premises shall carry workers' compensation insurance, liability insurance, and automobile liability insurance in amounts reasonably acceptable to the Licensors and shall name the Licensors as an additional insured party. Prior to the commencement of any work, the Licensee shall provide the Licensors with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

5. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the Licensors from any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in law and equity, which are or may be brought against the Licensors or its agents, employees, successors and assigns under any existing or future arising statutory or common law (including but not limited to Comprehensive Environmental, Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, and all applicable rules and regulations promulgated thereunder) arising out of or relating to: (1) the discharge, release or threatened release at or from the Licensed Premises of oil or hazardous material as defined under federal, state or local law which is caused by the Licensee or any of the other Licensee Parties (2) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by the Licensee under this License, and (3) for the death, injury or property damage suffered by any person relating in any way to the Licensee's exercise of its rights under this License. The obligations of this Section 5 shall survive the expiration or termination of this License.

6. RISK OF LOSS

The Licensee acknowledges and agrees that it accepts the Licensors' Property, including Licensed Premises, in "AS IS" condition for the purpose of this License, and that the Licensors has made no representation or warranty regarding the fitness of the Licensors' Property, including the Licensed Premises. The Licensee agrees that it shall use and occupy the Licensed

Premises at its own risk, and the Licensors shall not be liable to Licensee for any injury or death to persons entering the Licensed Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through the Licensee, that are brought upon the Licensed Premises pursuant to this License. The provisions of this Section 6 shall survive the expiration or termination of this License.

7. TERMINATION, REVOCATION

This License shall be revocable by the Licensors with or without cause upon written notice of revocation at least ninety (90) days prior to the termination date stated within said notice, provided, however, that if there has been a material breach of the terms of this License by Licensee or the other Licensee Parties, the Licensors may revoke this License if Licensee fails to cure the same within thirty (30) days from written notice thereof, or, for a material breach that threatens public safety, within ten (10) days from said written notice.

In the event that this License expires or is terminated, the Licensee shall, at its own expense, remove all its facilities, apparatus, equipment and property from the Licensed Premises, and restore the Licensed Premises to its original condition as at the commencement of this License, as nearly as possible. Any damage or destruction of the Licensed Premises by the Licensee or the other Licensee Parties shall be promptly repaired or replaced by the Licensee to the satisfaction of the Licensors, at Licensee's own expense. The obligations of this Section 7 shall survive the termination of this License.

8. MISCELLANEOUS

(a) This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the limited right of use as hereinabove stated.

(b) Any notice between the parties shall be deemed duly served if delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery, addressed to the parties at the addresses set forth in the preamble.

(c) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

(d) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(e) Licensee is not authorized to bind or involve the Licensors in any contract or to incur any liability for or on the part of the Licensors.

(f) The Licensors reserves the right and Licensees shall permit the Licensors and its employees, contractors, agents and invitees to enter upon and use the Licensed Premises at any time for any and all purposes at Licensors's sole discretion, provided that Licensors's use shall not interfere unreasonably with Licensee's Permitted Uses.

(g) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(h) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(i) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby, shall survive the expiration or termination of this License.

(j) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and effective as of the date first above written.

LICENSOR

Nantucket Islands Land Bank,
By its Authorized Representative

Jesse A. Bell, Executive Director

Date: _____

LICENSEE

Nantucket Beach Dogs

by its Authorized Representative

Name: Jack Decker

Title: Co-Owner

Date: _____

Exhibit A

Description of Licensed Premises

SEE ATTACHMENTS

- GIS MAP
- Deed Book 646 Page 258

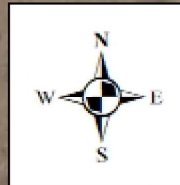


Geometry updated 02/08/2024
Data updated Jan. 2021

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



Cisco Beach Vendor Use Area 2024



Gate:
Vendor Vehicles
Only

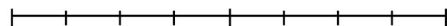
Vendor Use Area

Parking Area

Falmouth Rd
Access Route

Approximate Location of Bank
May 2024

0 37.5 75 150 Feet



DEED

NANTUCKET CONSERVATION FOUNDATION, INC., a Massachusetts corporation with an office at 118 Cliff Road, Nantucket, Massachusetts, for consideration paid in the amount of \$1,725,000.00, grants to NANTUCKET ISLANDS LAND BANK, a body public and corporate, of 22 Broad Street, Nantucket, Massachusetts 02554 with QUITCLAIM COVENANTS,

Those certain parcels of land located in Nantucket called Cisco, Nantucket County, Massachusetts, bounded and described as follows:

PARCEL ONE

That certain parcel of land in Nantucket, Nantucket County, Massachusetts, situated off Hummock Pond Road, consisting of the land set off to George Easton et al. by commissioners appointed by the Superior Court on October 2, 1874, as shown upon plan filed with Nantucket Registry of Deeds, in Smooth Hummocks, Share 14 (Proprietors Plan Book 1, Page 97). Said land is bounded and described as follows, according to said Plan:

WESTERLY	by a Proprietors Road, ninety-six and 60/100 rods [1,593.90 feet];
NORTHERLY	by the remaining portion of Share 14, fifty-one rods [841.50 feet];
EASTERLY	by Share 13, ninety-six and 60/100 rods [1,593.90 feet]; and
SOUTHERLY	by land not specified on said plan, fifty-one rods [841.50 feet]

Said land contains 4,700.21 rods [1,279,632.17 square feet], according to said plan.

There is excluded from said land the following:

(a) Any portion thereof lying within and to the northwest of Hummock Pond Road, as laid out by the County of Nantucket in 1953.

(b) Any portion thereof which now lies below mean low water mark in the Atlantic Ocean

PARCEL TWO

The land in Nantucket, Nantucket County, Massachusetts situated off Hummock Pond Road, consisting of the land set off to George Easton et al by Commissioners appointed by the Superior Court on October 2, 1874, as shown upon plan filed with Nantucket Registry of Deeds in Smooth Hummocks Share 13 (Proprietors Plan Book 1, Page 97). Said land is bounded and described as follows:

WESTERLY by Share 14, one hundred forty-three and 94/100 rods [2,375.01 feet];
 NORTHERLY by the remaining portion of Share 13, forty-four rods [726.00 feet];
 EASTERLY by a Proprietors Road, one hundred forty-three and 94/100 rods [2,375.01 feet]; and
 SOUTHERLY by land not specified on said plan, forty-four rods [726.00 feet].

Said land contains 6,189.78 rods [1,685,167.60 square feet], according to said plan.

There is excluded from said land the following:

(a) The portion of said land conveyed by Joseph A. Veazie to Trueman B. Towne by deed dated January 1, 1875, recorded with Nantucket Registry of Deeds in Book 63, Page 371.

(b) Any portion thereof which now lies below mean low water mark in the Atlantic Ocean.

Said Parcels One and Two are conveyed subject to any and all rights of the public in the portion thereof lying below mean high water mark in the Atlantic Ocean.

Said Parcels One and Two are conveyed subject to the following restrictions, which restrictions are for the benefit of and appurtenant to other land of the grantor, including: [NCF parcels 19 (Map 83 Parcel 31), 28 (Map 82 Parcel 28) and 108 (Map 82 Parcel 63)] (together, the "Benefited Land") and in gross, which restrictions shall be and remain in effect for so long a period as permitted under the laws of Massachusetts from time to time in force, including extensions thereof if duly claimed in accordance with and under such laws.

These Restrictions shall be as follows:

(a) There shall be no further division or subdivision of the Restricted Land.

(b) The Restricted Land shall be used solely for public recreation, including walking, horseback riding, biking and maintaining said land predominantly in its open and natural condition. Hunting may also be permitted upon the Restricted Land, in the discretion of the grantee.

(c) No commercial use shall be permitted upon the Restricted Land.

It is intended that the portion of the Restricted Land shown on the plan attached hereto as Exhibit A as "Passive" (hereinafter the "Passive Area") be maintained predominantly in its open and natural condition and is subject to the further restrictions as follows:

(1) No structure as defined by the Nantucket Zoning By-law, Section 139-2, as of the date hereof, shall be constructed or be permitted to remain.

(2) Except for the existing dirt road way no more than ten feet wide running approximately west to east, no roads, trails or parking areas shall be allowed or permitted to remain, except the relocation of a said 10 feet wide road, as may be necessary due to the erosion of the coastal dune.

(3) No above or below ground utility lines of any type, septic systems, and/or well systems shall be allowed to be installed or permitted to remain, excepting those utilities, septic or well systems which service the Grantee's use of the active Parcel as included above.

Grantor intends to convey hereby all its right, title and interest in and to the property described in the deeds to Grantor recorded in Nantucket Registry of Deeds in Book 133, Pages 340 and 341. The premises hereby conveyed is approximately shown on Nantucket Assessor's Map 82 as Parcel 30 and Map 83 as the parcel lying immediately westerly of Map 82 Parcel 30 and erroneously described on Map 83 as Parcel 22.

Grantor certifies that this deed conveys less than all or substantially all of the assets of Grantor.

Executed and sealed on December 30th, 1999.

NANTUCKET CONSERVATION
FOUNDATION, INC.

By:

George A. Fowlkes
Name Chairman Title
George A. Fowlkes

Jeanne W. Riggs
Name Asst. Treasurer Title
Jeanne W. Riggs

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

DECEMBER 30th, 1999

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

Printed name:

My commission expires:

JAMES F. LENTOWSKI

Notary Public

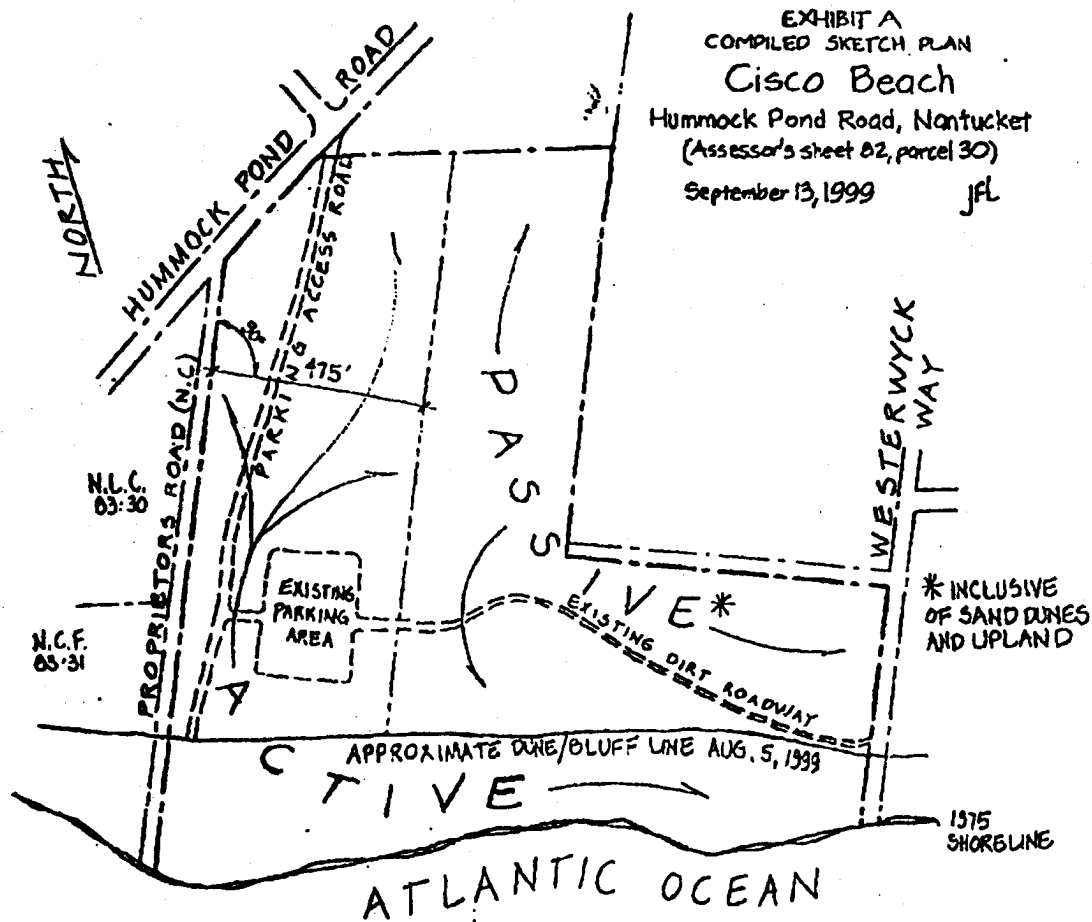
My Commission Expires January 31, 2003

Notary Public

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

NANTUCKET LAND BANK CERTIFICATE	
<input type="checkbox"/> Paid \$	
<input checked="" type="checkbox"/> Exempt	A
<input type="checkbox"/> Non-applicable	
No	19200-115/00
Date	
Authorization	E. K. K. K.

EXHIBIT "A"



**CERTIFICATE OF
VOTE AND INCUMBENCY**

I, ALBERT G. BROCK as Clerk of NANTUCKET CONSERVATION FOUNDATION, INC., do hereby certify that:

1. I am the duly elected and qualified Clerk of NANTUCKET CONSERVATION FOUNDATION, INC., a Massachusetts non-profit corporation (the "Corporation"), and in said capacity, have access to, and authority to certify, the records of proceedings of the Board of Directors of the Corporation.

2. At a meeting of the Board of Trustees duly called and held on October 8, 1999 at which a quorum of Trustees were present and voting, the following resolution was unanimously adopted:

VOTED: That any two of the Officers or Trustees of the Corporation be, and each hereby is, authorized and empowered by and on behalf of the Corporation, to execute quitclaim deeds to Nantucket Islands Land Bank, and all other necessary documentation related to the purchase of land situated in Nantucket, Nantucket County, Massachusetts, that certain parcel now known and numbered as Parcel 1 - Hummock Pond Road shown on Assessors Map 83 as Parcel 30 (and misidentified on Map 82 as Parcel 22), and that certain parcel of land situated in Nantucket, Nantucket County, Massachusetts, now known and numbered as 81 Miacomet Avenue, by Nantucket Islands Land Bank.

The foregoing resolution has never been modified, revoked, amended or rescinded and is still in full force and effect.

In further certify that GEORGE A. FOULKES is now the duly-elected and qualified CHAIRMAN, and JEANNE W. RICE is the duly-elected and qualified ASSISTANT TREASURER of the Corporation.

In witness whereof, I have set my hand this 30th day of DECEMBER, 1999.

NANTUCKET CONSERVATION
FOUNDATION, INC.

By:

Albert G. Brock
Albert G. Brock, Clerk

Nantucket County Received & Entered
Date: JAN 05 2000 Time: 1:08 PM
Attest: Jeanne T. Kelley Registrar of Deeds

End of
Instrument

Exhibit B

Description of Permitted Use/Project

MOBILE FOOD VENDING AT CISCO BEACH **for the 2024 summer season, subject to the following conditions:**

1. Hours of service operation, not inclusive of set-up and breakdown, shall be in compliance with requirements established by the Nantucket Health Department.
2. While it is understood that vending services are weather dependent, preference shall be given to vendors who propose to operate up to seven (7) days per week, no less than five (5) days per week, with particular emphasis on consistent weekend operations when such mobile food unit services would be in high demand.
3. Due to significant erosion of the existing parking lot and the volume of traffic in this popular destination, the location of parking of the Mobile Food Unit must be reviewed, approved, and assigned by Land Bank Staff prior to exercise of the terms of the License Agreement. Staff shall meet with the Licensee on site to clarify the location of approved parking spaces that will not further jeopardize the fragile coastal bank and that shall not interrupt the traffic flow or otherwise block sight lines.
4. Subject to Staff approval, parking of the unit is available on a first-come, first-served basis only.
5. A trash receptacle must be kept near the vending unit. Areas must be kept clean and free of trash while present. Further, all trash generated by an operation should be removed from the premises, to the maximum extent practicable.
6. Use of biodegradable containers, straws and packaging is strongly encouraged.
7. Full compliance with applicable state and local regulations including restrictions imposed by the Governor, state Department of Public Health and local Board of Health, including but not limited to customer lines and sanitation.
8. The Land Bank's approval is contingent upon all other applicable Town permits having been obtained, as well as compliance with the Town of Nantucket By-Law.
9. The Land Bank reserves the right to impose additional conditions as necessary throughout the season based on issues which may arise.
10. Approval shall be valid for the 2024 summer season only and is revocable at will at any time, should issues arise.



Nantucket Land & Water Council

YOUR Environmental Advocate Since 1974

Six Ash Lane, PO Box 502, Nantucket, MA 02554
508.228.2818 | www.nantucketlandwater.org

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April 30, 2024

Mr. Neil Paterson, Chair
Nantucket Land Bank Commission
22 Broad Street
Nantucket, MA 02554

Re: Nantucket Land & Water Council - Oyster Upweller Request

Dear Chair Paterson and Land Bank Commissioners,

In 2023 the Nantucket Land & Water Council (NLWC) partnered with the Town's Natural Resources Department, and MassOyster Project to assist Carley Ray in building and operating a small Oyster Upweller.

As a reminder this project has been a collaborative effort involving many parties and a great deal of community support. As part of her Girl Scout Gold Award project, Carley built the Upweller stand in the Nantucket High School shop class utilizing an old fiberglass tank no longer of use to the Brant Point Shellfish Hatchery. The Hatchery also provided oyster spat to supply the Upweller in its inaugural year.

Carley and her Gold Award advisor, Leah Hill, came before the Land Bank Commission last year to request permission to site the Upweller at the Land Bank's Petrel Landing property. This site was perfectly suited for an Upweller, having direct access to the Harbor, electricity and freshwater for operations, and public access for educational opportunities.

Due to the success of the Upweller in its first year, we are writing to request Land Bank Commission approval to set the Upweller up at Petrel Landing again in 2024. We are aware that utilities are no longer available at this location but have instead successfully arranged to utilize electricity and water from the adjacent Nantucket Island Resorts property on Commercial Wharf. We are simply requesting permission to site the Upweller in the same location as 2023.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "RJ Turcotte".

RJ Turcotte
Nantucket Waterkeeper

We Pay Attention • We Raise Awareness • We Take Action





Research and Monitoring Agreement

Thank you for your interest in conducting research, monitoring, and/or data and sample collection on properties owned by the Nantucket Islands Land Bank (NLB). The NLB encourages research and monitoring that furthers scientific knowledge for the public benefit of conservation, recreation, and agriculture on NLB properties. Please note that NLB manages its properties for public use and benefit. To ensure equitable and appropriate use of NLB properties, permission is required before research can be conducted.

Please fill out this form completely. At least 1 month* prior to the proposed project start date, return this completed form to (email preferred):

Dr. Emily Goldstein Murphy, Research Ecologist
Nantucket Islands Land Bank
22 Broad Street
Nantucket MA 02554
508-228-7240
egmurphy@nantucketlandbank.org

* This time restriction may be waived if the project does not require NLB Commission approval, please contact Dr. Goldstein Murphy with any questions.

Project Title:

Tracking Movements of Terns that Use New England Staging Sites

Applicant Details

Name of Lead Researcher/Principal Investigator	Lyra Brennan, Mass Audubon Coastal Waterbird program
Mailing Address	P.O Box 275, Cummaquid, MA, 02637
E-mail	lbrennan@massaudubon.org
Office Phone	508-648-0663

Cell Phone (accessible when on island)	508-648-0663
Affiliation/Institution	Mass Audubon Coastal Waterbird Program
Department	Coastal Waterbird Program
Are you applying as an Independent Investigator, Faculty, Post-Doctoral Fellow, Graduate Student, or other (please explain)?	We are in a Cooperative Service Agreement with USFWS and applying as an organization to support their project.
Anticipated Dates of Field Work on NLB property	1 time weekly from mid-July to mid-September in 2024, pending weather, tides, and accessibility.
Names/addresses of NLB properties where field work is proposed	Muskeget Island
List names of all persons who will be assisting with work on NLB property	Lyra Brennan, Jamie Infanti, Rose Caplan, Caroline Baker, Courtney Yancy
Expected Deliverables to NLB	Data regarding staging activity on Muskeget from daytime and evening observations, data from acoustic devices placed on the island that will show tern activity when no monitors are present.

Project Description – Attachment A:

Provide a detailed outline of the research or monitoring to be performed, including project introduction, objectives, **methods (particularly related to NLB property)**, expected outcomes, and project timeline. If a project proposal and description exist, please attach this. If applicable, please include copies of specimen collection permits. **Maps of intended work locations are required.**

.....
Expected Conduct and Deliverables

Researchers shall comply with all local, state, and federal laws and regulations including those concerning the transport, use, storage, and disposal of hazardous materials, the treatment of living, vertebrate animals, or requirements for working with state or federally listed endangered species.

LB

Researcher Initials

Researchers shall conduct themselves in a professional and appropriate manner while conducting research on NLB property. Researchers will likely come in contact with visitors who may be

curious about what they are doing. While researchers may not always have time to answer in much detail, it is expected that researchers will address questions from visitors in an appropriately respectful and polite manner.

JB

Researcher Initials

NLB may feature research conducted on its properties in public outreach documents and/or social media. NLB may seek comment, information, or images from the researcher to enhance this public communication or NLB staff may arrange to accompany the researcher on field work occurring on NLB property.

JB

Researcher Initials

NLB requires that all introduced materials (e.g. sampling equipment) be removed at the completion of field work unless other arrangements are made with NLB staff.

JB

Researcher Initials

NLB requires access to and a copy of any collected data, in digital form, to be submitted at the end of the project. This data will be stored on the NLB computer server as a record of work conducted and not used by NLB without the express permission of the researcher. For information that is particularly sensitive, such as the location of endangered species, the researcher must abide by state and federal guidelines and/or regulations.

JB

Researcher Initials

Papers, reports and/or presentations prepared for publication or presentation based on work conducted on NLB properties shall acknowledge the use of NLB property and any additional support given to the project. NLB shall receive a copy of any published reports or publications created from data collected during the course of this project. Electronic files can be submitted to Dr. Emily Goldstein Murphy.

JB

Researcher Initials

Upon submission, all applications, plans and data will become the property of the Nantucket Islands Land Bank and will be subject to disclosure in accordance with the Massachusetts Public Records Law.

JB

Researcher Initials

After NLB staff reviews this application and determines that the project is permissible on NLB properties, a signed copy of this Research Agreement will be returned to the applicant. **This signed Research Agreement is required before work can begin.**


Applicant

4/16/24
Date

NLB Staff

Date

Muskeget Staging study 2024

Last edit was seconds ago



Add layer Share Preview

Muskeget Island, Nantucket, MA

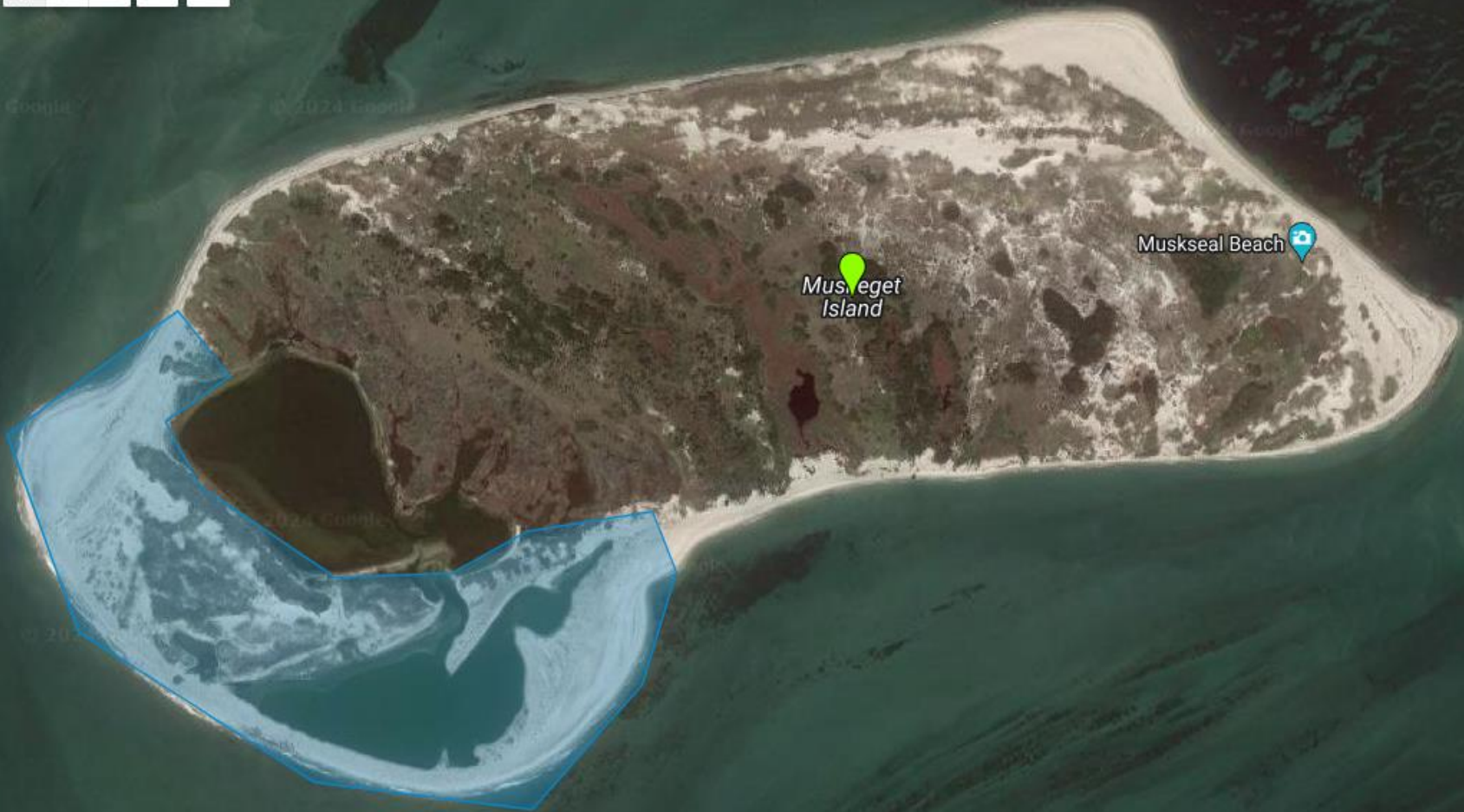
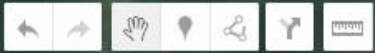
Muskeget Island

☒ Untitled layer

Individual styles

Area 1

Base map





**REQUESTS FOR TEMPORARY PRIVATE EVENT USE
ON NANTUCKET LAND BANK PROPERTIES**

The Land Bank Commission will allow small, short, simple ceremonies with minimal set up (no tents, no amplified music, a few chairs for guests who cannot be expected to stand, and preferably fewer than 35 guests). Carpooling is strongly encouraged. Depending upon the size and scope, your request will either be reviewed internally by Staff or at a Land Bank Commission meeting after which you will be notified regarding approval status. All commercial events require payment of a \$100 fee, EXCEPT filming which requires a \$250/day fee.

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

APPLICANT NAME: Pauline Cronin
MAILING ADDRESS: 30 Surfside Road, Nantucket, MA, 02554
TELEPHONE: ()- - **E-MAIL:**
508-228-7285 x1166 croninp@npsk.org

Proposed Location of EVENT: Discovery Playground, Old South Road
DATE of EVENT: Mondays, ASAP through June 3 **TIME of EVENT:** 10:30-11:30am
Description / Anticipated # of attendees *friends, family, catering staff:* maximum of 30
PLEASE DESCRIBE THE EVENT (theme, scope, duration, installation, food and beverage ...):

Playground Pal provides storytimes at the playground to connect families, expose them to literacy activities and provide referrals to resources as needed. Children will be brought to the playground by their parents/caregivers. Many will walk from the Richmond development.

Approved/Denied: _____ **Date:** _____
Special Projects Coordinator Approval date

Staff Comments: _____

ⁱ Applicants must be in full compliance with Health Department, Fire, Police, and Natural Resources regulations. Contact Town of Nantucket Events Coordinator, Marina Dzvoniak at 508-325-4166 or by email to mdzvoniak@police.nantucket-ma.gov