

Town and County of Nantucket  
Board of Selectmen • County Commissioners

James R. Kelly, Chairman  
Rick Atherton  
Robert R. DeCosta  
Matt Fee  
Dawn E. Hill Holdgate



16 Broad Street  
Nantucket, Massachusetts 02554

Telephone (508) 228-7255  
Facsimile (508) 228-7272  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

C. Elizabeth Gibson  
Town & County Manager

**AGENDA FOR THE MEETING OF THE  
BOARD OF SELECTMEN  
NOVEMBER 30, 2016 - 6:00 PM  
PUBLIC SAFETY FACILITY COMMUNITY ROOM  
4 FAIRGROUNDS ROAD  
NANTUCKET, MASSACHUSETTS**

***I. CALL TO ORDER***

***II. BOARD ACCEPTANCE OF AGENDA***

***III. ANNOUNCEMENTS***

1. The Board of Selectmen Meeting is Being Video/Audio Recorded.
2. Easy Street Bulkhead Reconstruction Project Ongoing; Easy Street Closed through End of December.
3. Exploratory Soil Boring Work Associated with Nantucket Harbor Shimmo/Plus Parcels Sewer Project to Begin November 29, 2016 and Last for Approximately Three Weeks in Meadow View Drive Area; Tashama Lane and Maclean Lane Area; Green Meadows Area; Bayberry Lane, Ticcoma Way and Dooley Court Area; Shimmo Area.
4. Special Town Election is December 6, 2016 at Nantucket High School, 10 Surfside Road from 7:00 AM to 8:00 PM.

***IV. PUBLIC COMMENT\****

***V. NEW BUSINESS\****

***VI. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***

1. Approval of Minutes of February 5, 2014 at 6:00 PM; February 12, 2014 at 6:00 PM; February 19, 2014 at 6:00 PM; February 26, 2014 at 6:00 PM; March 5, 2014 at 6:00 PM; March 12, 2014 at 6:00 PM; March 19, 2014 at 6:00 PM; April 9, 2014 at 6:00 PM; April 23, 2014 at 6:00 PM; May 14, 2014 at 6:00 PM; May 21, 2014 at 6:00 PM; June 11, 2014 at 6:00 PM; June 18, 2014 at 6:00 PM; June 25, 2014 at 6:00 PM; October 8, 2014 at 6:00 PM; March 11, 2015 at 6:00 PM; March 25, 2015 at 6:00 PM; April

15, 2015 at 6:00 PM; April 22, 2015 at 6:00 PM; May 6, 2015 at 6:00 PM; May 13, 2015 at 6:00 PM; May 27, 2015 at 6:00 PM; June 3, 2015 at 6:00 PM; June 10, 2015 at 6:00 PM; June 17, 2015 at 6:00 PM; July 8, 2015 at 6:00 PM; July 22, 2015 at 6:00 PM; August 5, 2015 at 6:00 PM; August 19, 2015 at 6:00 PM; October 20, 2015 at 6:00 PM; October 21, 2015 at 6:00 PM; November 5, 2015 at 4:00 PM; December 9, 2015 at 6:00 PM; December 16, 2015 at 6:00 PM; February 10, 2016 at 6:00 PM; March 2, 2016 at 6:00 PM; April 6, 2016 at 6:00 PM; October 6, 2016 at 6:00 PM; November 9, 2016 at 6:00 PM.

2. Approval of Payroll Warrants for Weeks Ending November 20, 2016; November 27, 2016.
3. Approval of Treasury Warrants for November 23, 2016; November 30, 2016.
4. Approval of Pending Contracts for November 30, 2016.

**VII. CITIZEN/DEPARTMENTAL REQUESTS**

1. The Nantucket Hotel: Request for Extension of Hours for Liquor Service and Entertainment on January 1, 2017 from 1:00 AM to 1:30 AM.
2. Request Taxicab License Legacy Transfer of Thomas Landry's "Coach's Taxi".

**VIII. CONSENT ITEMS**

1. Resignation: Roads and Right of Way Committee.
2. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Lot 51, Woodbine Street and Nobadeer Avenue as Shown on Land Court Plan No. 17745-N, Dated January 7, 2015, Prepared by Bracken Engineering, Inc., Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.
3. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Lot L, Mequash Avenue and School Street and Lot N, Copeland Street as Shown on Plan of Land Entitled "Roadway Plan in Nantucket, Mass. of Portions of Unconstructed 'Mequash Avenue,' 'Laurel Street,' 'School Street,' and 'Copeland Street,'" Dated April 25, 2015, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-47, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.
4. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 7, Masquetuck Street as Shown on Plan of Land Entitled "Plan to Acquire Land for General Municipal Purposes in

Nantucket, Mass., Prepared for Town of Nantucket, Masaquet Avenue, Masquetuck Avenue,” Dated November 30, 2014, Prepared by Island Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-09, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.

5. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcel 2, Weweeder Avenue and Parcel 5, Masquetuck Street as Shown on Plan of Land Entitled “Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Masquetuck Street, Weweeder Avenue,” Dated April 1, 2015, Prepared by ACKME Survey, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-32, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
6. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 3, Masaquet Avenue and Masquetuck Street as Shown on Plan of Land Entitled “Plan to Acquire Land for General Municipal Purposes in Nantucket, Mass., Prepared for Town of Nantucket, Masaquet Avenue, Masquetuck Avenue,” Dated November 30, 2014, Prepared by Island Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-09, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
7. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel A, Myles Standish Street as Shown on Plan of Land Entitled “Plan to Acquire Land for General Municipal Purposes, Myles Standish Street, in Nantucket, Mass., Prepared for Town of Nantucket,” Dated March 2, 2011, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-27, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.
8. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 2, Holly Street and Pochick Avenue as Shown on Plan of Land Entitled “Roadway Acquisition Plan in Nantucket, MA of Portions of Unconstructed Holly Street & Pochick Avenue,” Dated September 30, 2016, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-93, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.

#### ***IX. PUBLIC HEARINGS***

1. Public Hearing to Consider the Taking of a Portion of a Paper Street for Public Access, Open Space and/or General Municipal Purposes as Authorized by MGL Chapter 79 and Article 101 of 2011 Annual Town Meeting for Portions of Poplar Street (Surfside) as Shown as Easement Areas “E-1,” “E-2,” “E-3,” “E-4” and “E-5” on Plan Entitled “Poplar Street

Easement Area Plan of Land in Nantucket, MA,” Prepared by Michael Connolly & Associates, Inc., Dated September 26, 2016 (Request to be Continued to December 21, 2016).

2. Public Hearing to Review Applications and Consider Appointments for Two Vacant Seats on Finance Committee.
3. Public Hearing to Determine Tax Allocation by Classification; Percentage of Residential Exemption to be Granted for FY 2017.

*X. TOWN MANAGER'S REPORT*

1. Review of Request for Proposals (RFP) for 6 Fairgrounds Road Housing Project.
2. Review Outstanding Board of Selectmen Minutes.
3. Monthly Town Management Activities Report.

*XI. SELECTMEN'S REPORTS/COMMENT*

1. Ratification of November 16, 2016 Board Vote to Deny a Liquor License Application for Nantucket Meat and Fish Market, Inc.
2. Review Draft Response to Open Meeting Law Complaints against Board of Selectmen Received November 10, 2016 and November 22, 2016.
3. Review Current Practice of Appointing Board of Selectmen Members to Work Groups.
4. Committee Reports.

*XII. ADJOURNMENT*

*\* Identified on Agenda Protocol Sheet*

**Board of Selectmen Agenda Protocol:**

- **Roberts Rules:** *The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- **Public Comment:** *For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*

*Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.*

- **New Business:** *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- **Public Participation:** *The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.*
- **Selectmen Report and Comment:** *Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.*

**EXHIBIT 1**  
**AGREEMENTS TO BE EXECUTED BY TOWN MANAGER**  
**UNLESS RESOLUTION OF DISAPPROVAL BY BOARD OF SELECTMEN**  
**November 30, 2016**

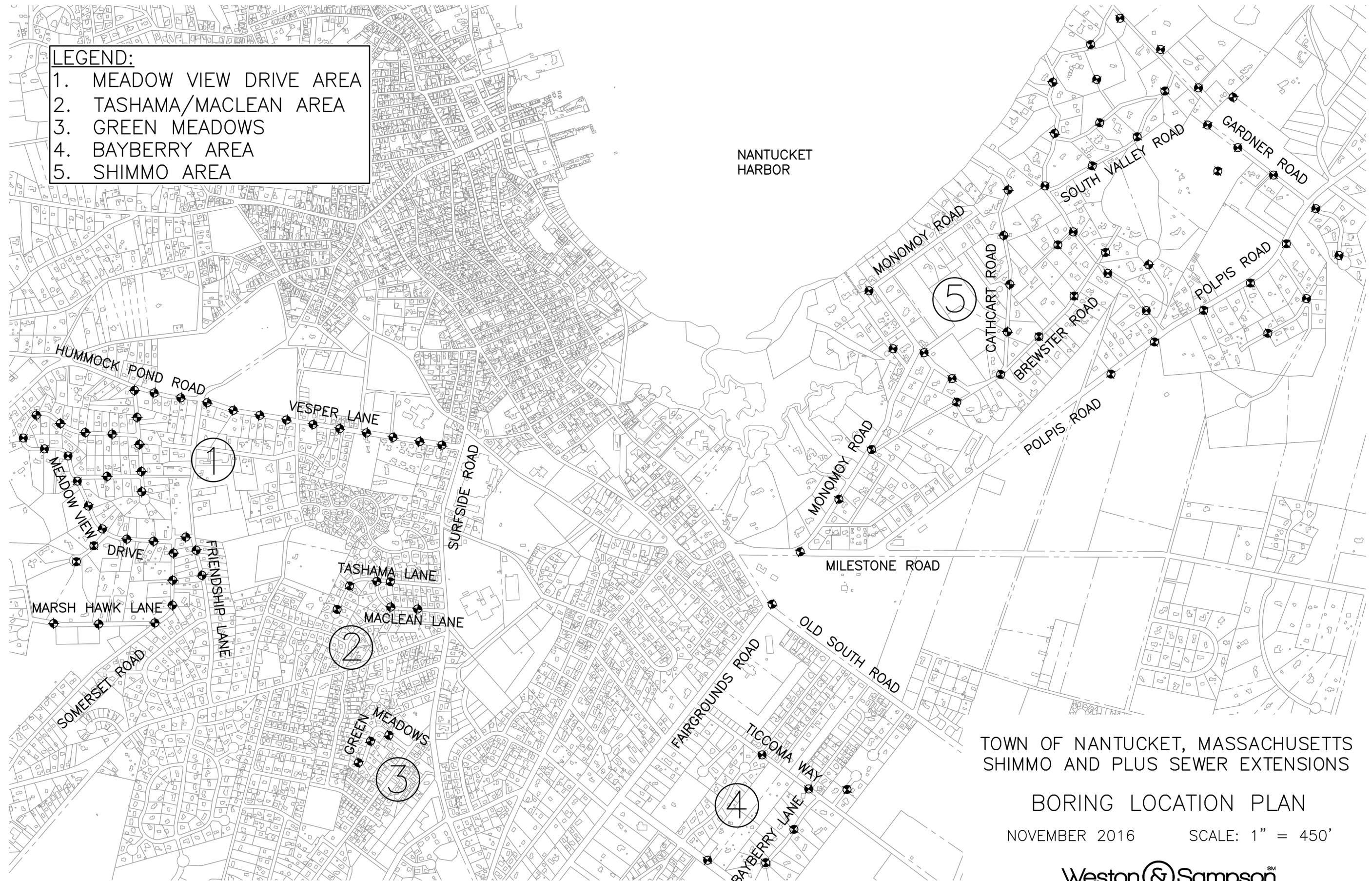
Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding
Purchase Agreement	Police	Atlantic Tactical	(\$5,206.65)	Replacement of police officers duty firearms (Trade-in of existing inventory)	N/A
Service Agreement	DPW	Toscana Corporation	Not to exceed \$100,000	Snow removal equipment and operators	DPW Budget
Service Agreement	DPW	Barrett Enterprises, LLC	Not to exceed \$100,000	Snow removal equipment and operators	DPW Budget
Amendment to Professional Services Agreement	Our Island Home	SMRT	Add \$68,000 to current amount of \$169,600 for total of \$237,600	Amendment # 2 to original contract to provide for continued site development capabilities (specifically coordination with site archeological and other environmental consults), develop design options (prototype of facility layout) and cost options for Annual Town Meeting preparation	Article 4/2015 STM
Professional Services Agreement	Finance	UTMC	\$3,840	Services associated with unemployment claims	Finance Budget
Professional Services	Town Admin	Executive Suite	\$22,500	Recruitment services for new DPW Director	Town Admin/HR Budget

**Public Notice- Soil Boring Work to Begin in Shimmo & Nantucket Harbor areas**

In order to identify subsurface conditions in the proposed sewer extension project corridor, exploratory soil borings will begin in the Meadow View Drive area on Tuesday, November 29<sup>th</sup>. The soil boring program will continue for approximately three weeks in the Tashama, Green Meadows and Bayberry areas and will end in the Shimmo area. The test boring work will include drilling approximately 6-inch diameter boreholes with a truck-mounted drill rig every 300 to 600 ft. along the roads in the proposed project area (as shown on the attached Boring Location Plan). At the completion of the soil test boring work, each boring hole will be backfilled and the ground surface will be restored. Residents may encounter short-term traffic disturbances, however all work will be coordinated with police, fire, school department, and emergency services.

**LEGEND:**

- 1. MEADOW VIEW DRIVE AREA
- 2. TASHAMA/MACLEAN AREA
- 3. GREEN MEADOWS
- 4. BAYBERRY AREA
- 5. SHIMMO AREA



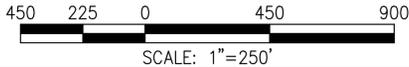
TOWN OF NANTUCKET, MASSACHUSETTS  
SHIMMO AND PLUS SEWER EXTENSIONS

**BORING LOCATION PLAN**

NOVEMBER 2016

SCALE: 1" = 450'

Weston & Sampson<sup>SM</sup>

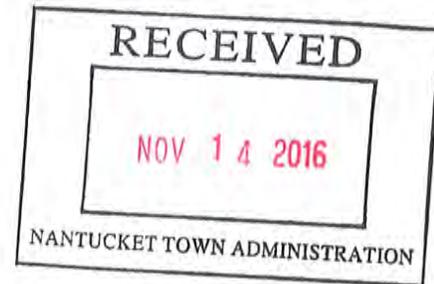


© Nantucket, NH Shimmo and PLUS Sewer CAD, Export.dwg

N  
THE NANTUCKET  
HOTEL + RESORT  
est. 1891

November 10, 2016

Erika D. Monney  
Project Administrator  
Nantucket Board of Selectman  
4 Fairgrounds Road  
Nantucket, MA 02554



RE: NYE Ball Hours

Dear Ms. Monney:

The Nantucket Hotel will be hosting the annual New Year's Eve Ball again this year as part of the Town festivities for New Year's Eve. We would like to request a one day only extension of our license to serve liquor and provide entertainment for an extra half hour to 1:30 AM, with everyone clear of the premises by 2:00 AM. We requested and were granted this extension for the past four years.

We appreciate your consideration and look forward to a wonderful New Year's evening and a successful 2017!

Thank you.

A handwritten signature in black ink, appearing to read "Jamie Holmes".

Jamie Holmes  
General Manager

November 1, 2016

Board of Selectmen

Town of Nantucket

16 Broad Street

Nantucket, MA 02554

I am writing to request a Legacy Transfer of the Taxi License for Tom Landry of Coach's Cab due to his passing on October 24, 2016. I am his sister and next of kin. I plan on operating the business beginning in the Spring of 2017 using the existing vehicle.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Therese M. Price". The signature is written in a cursive style.

Therese M. Price





Town of Nantucket

Taxi License Application

SECTION I. TO BE FILLED OUT BY APPLICANT

Therese M. Price  
Name of Applicant

[Redacted]  
Date of Birth

[Redacted]

122 Marsden St  
Address

SANE

[Redacted]  
Social Security Number

413-222-9953  
MAILING ADDRESS (if Different)  
TELEPHONE NUMBER

therese122@Comcast.net  
E-MAIL ADDRESS

(D/B/A-Doing Business As)

List chronologically all of your residences (street, city, state) for the past five (5) years:

122 Marsden St.

How long have you been a licensed Motor Vehicle Operator?

44 years

Your Motor Vehicle Operator's License Number and State:

[Redacted]

Massachusetts License Class:

D

Year, Make and Model of your vehicle:

2013

Honda Pilot

Where will your vehicle normally be stored or garaged? (specify address)

no

Have you already been granted a taxi license by the Town of Nantucket?

no

If YES, list vehicle(s):

Has your right to operate a motor vehicle ever been suspended?

no

If YES, give specifics:

Have you ever been convicted of, or admitted sufficient facts to, the sale or possession of any controlled substance; for operating under the influence of intoxicating liquor or a controlled substance?

no

If YES, give specifics:

Have you ever been Issued a Motor Vehicle Citation for any motor vehicle offense?

no

If YES, give specifics:

Do you have any unpaid parking tickets currently with the Town of Nantucket?

no

NOTE: NPD FINGERPRINTING MANDATORY FOR ALL TAXI OWNERS AND DRIVERS PRIOR TO RELEASE OF LICENSES

I hereby certify under the pains and penalties of perjury that the above answers are true and correct to the best of my knowledge and belief.

10/28/2016  
date of application

Therese M Price  
signature of applicant

SECTION II: TO BE COMPLETED BY THE CHIEF OF POLICE

I have conducted an investigation of the above named applicant and

DO

DO NOT

find the applicant to be a suitable person to hold a taxi license.

11/21/16

Date:

  
\_\_\_\_\_  
Chief of Police

SECTION III. TO BE COMPLETED BY THE TOWN MANAGER

Pursuant to my authority under MGL Chapter 41, §23A, this application is hereby:

Approved

Referred to the Selectmen on \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
C. Elizabeth Gibson, Town Manager

If Approved, license shall be issued upon payment of \$300.00 per license to the Town Clerk and submission of required vehicle insurance and registration documents pursuant to MGL. c. 90.

If Referred to the Board of Selectmen, the matter is now scheduled for a meeting on \_\_\_\_\_, at 6:00 PM,  
(Month/Day/Year)  
at the Public Safety Facility, 4 Fairgrounds Road, Nantucket MA..

**IMPORTANT: TAXI LICENSE APPLICANTS ARE SOLELY RESPONSIBLE FOR PROVIDING THE LICENSING OFFICE AT NPD, 4 FAIRGROUNDS ROAD, WITH APPLICANT'S WRITTEN CHANGES OF MAILING ADDRESS AND TELEPHONE NUMBER.**

person or business that is not the Taxicab License holder as approved by the Board of Selectmen or its designee.

3) Legacy Taxicab Licenses. The spouse or immediate family member (i.e., mother, father, son, daughter, sister, brother, registered domestic partner), of a current Taxicab License holder who dies or becomes legally incapacitated, may apply for the license within thirty (30) days of the death or determination of incapacitation of the Taxicab License holder. Upon approval by the Board of Selectmen, the Taxicab License may be transferred to the spouse or immediate family member, if said person does not already hold a Taxicab License.

**G. Inspection**

1) Taxicabs are subject to periodic inspections by the Police Department throughout the year to determine fitness for continued operation, compliance with the Regulations, and availability to serve the public.

2) Taxicabs shall comply with all provisions relative to the operation and equipping of motor vehicles under MGL Ch. 89 and Ch. 90, any bylaw of the Town, or any rule or regulation promulgated by the Massachusetts Registrar of Motor Vehicles.

3) Taxicabs shall be well maintained and be in a good and reliable mechanical condition. Taxicabs must have a valid state inspection sticker. No motor vehicle shall be operated with an inspection "rejection" for equipment or emissions, in accordance with state requirements.

4) Taxicabs shall be clean inside and outside and be well-painted; all wheels of said Taxicab shall be covered with hubcaps if so designed.

5) Any violation of this section shall result in the automatic suspension of the right to operate the Taxicab; such suspension shall not be rescinded until said violations are corrected to the satisfaction of the Town.

**H. Rate Posting**

1) The holder of a Taxicab license or Taxicab Operator shall display the current fares and fees in the interior of the Taxicab so as to be seen by any passenger(s) and shall make this information available to the passenger(s) upon request.

**I. Fares**

1) No holder of a Taxicab License shall charge or receive fares for the hire of a Taxicab in any sums of money other than those prescribed by the fee schedule promulgated by the Board of Selectmen and from time to time amended.

2) The holder of a Taxicab License or Taxicab Operator License shall clearly display a Contact Information Card on the rear of the driver's seat in the format approved by the Town.

**J. Advertisements**

1) No advertisements of any kind shall be displayed upon a Taxicab.

2) Rates or fares may not be displayed on the exterior of a Taxicab.

3) All Taxicabs shall have permanently affixed to both sides of the vehicle, with letters at least 3 inches high but not higher than 6 inches, the name and company licensed to operate the Taxicab. The Taxicab Operator's name, address and telephone number may be placed upon the Taxicab's window glass, however, such information shall be placed so as to not impair or impede the operation of the Taxicab or violate any provision of Massachusetts General Laws.

**Dave Fredericks**

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2016 NOV 14 AM 9: 22

Novemeber 8<sup>th</sup>, 2016

Dear Board of Selectmen,

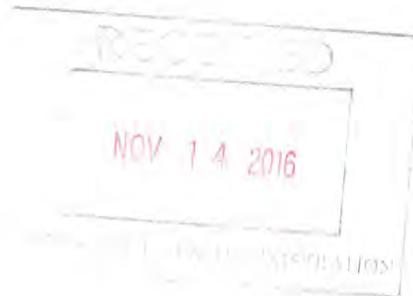
I appreciate the opportunity to serve on the Roads and Right of Way Committee over these past 18 months however given my current work load and expanding customer mix I believe that I should step down, therefor I will resign as of November 15<sup>th</sup>,2016. I hope that I am able to serve at a future date.

Thank you again.

Respectfully



David Fredericks  
4 White Street  
Nantucket MA 02554  
[ackfredericks@yahoo.com](mailto:ackfredericks@yahoo.com)  
508.916.1576



Real Estate Items - 11/30/2016

**CONSENT ITEMS**

<u>Parcel</u>	<u>Purchaser</u>	<u>Purchase Price</u>	<u>Town Meeting Vote</u>	<u>Plan No.</u>	<u>Prior BOS Action</u>	<u>Attorney</u>
Lot 51, Woodbine Street and Nobadeer Avenue	Joseph R. Jenkins, Trustee of Nonantum 22 Realty Trust	\$18,800	A77/2010 ATM	LC Plan No. 17745-N	Order of Taking 9/22/10	Bryan Swain
Lot L, Mequash Avenue and School Street and Lot N, Copeland Street	Carmine DiSibio and Amy DiSibio	\$23,600	A77/2010 ATM	2016-47	Orders of Taking 6/22/16; 10/26/16	Arthur Reade
Parcel 7, Masquetuck Street	Timothy J. Finn and Jacquelyn G. Finn	\$7,300	A99/2011 ATM	2015-09	Order of Taking 3/25/15	T. Finn
Parcel 2, Weweeder Avenue and Parcel 5, Masquetuck Street	MJB Realty, LLC	\$8,400	A99/2011 ATM	2015-32	Order of Taking 7/22/15	John Brescher
Parcel 3, Masaquet Avenue and Masquetuck Street	Larry Post, Trustee of 27 Pequot Street Realty Trust	\$7,400	A99/2011 ATM	2015-09	Order of Taking 3/25/15	John Brescher
Parcel A, Myles Standish Street	Elizabeth M. Shepard, Trustee of the Elizabeth M. Shepard Living Trust & Terrence D. Straub, Trustee of the Terrence D. Straub Living Trust	\$10,000	A77/2010 ATM	2011-27	Order of Taking 5/25/11	Sarah F. Alger
Parcel 2, Holly Street and Pochick Avenue	Claudine R. Wispelwey	\$9,200	A99/2011 ATM	2016-93	Order of Taking 10/26/16	-

lot 51, woodbine + nobadeer

17745-N  
36593-C



I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 ON DECEMBER 22, 2014.

I CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY.



**36593C**  
LAND COURT  
OCT 09 2015  
FILED  
For New Lot 6 (only)

**36593D**  
LAND COURT  
OCT 09 2015  
FILED  
For New Lot 7 (only)

**17745-N**  
LAND COURT  
OCT 09 2015  
FILED  
For New Lot 51 (only)

**TRAVERSE CLOSURE**  
ANGULAR ERROR: 00' 00" 05"  
LINEAR ERROR: 0.030'  
DIRECTION OF ERROR: N 36° 30' 21" W  
PRECISION: 1:70,914  
EDM ACCURACY  
±(2mm + 2ppm x D) m.s.s.

- NOTES:**
- LOCUS: WOODBINE STREET  
NOBADAER AVENUE
  - PLAN REF: LCC #17745-A (LOT 2-C)  
LCC #36593-B (LOTS 1 and 4)  
Plan No: 2010-08  
Plan No: 2011-10  
Plan No: 2011-03  
Plan No: 2012-01  
Plan No: 2013-14  
Plan No: 2014-05

THE PLANNING BOARD DETERMINES THAT:

(a) LOTS 6, 7, 8 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE MANUSETT ZONING BYLAW, BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAW. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

**ZONE: R-20**

MINIMUM LOT SIZE	20,000 s.f.
MINIMUM FRONTAGE	75'
FRONT YARD SETBACK	10'
REAR/SIDE YARD SETBACK	10'
GROUND COVER RATIO	12.5%

**PLAN OF LAND**  
IN  
**NANTUCKET, MASS.**

BEING A SUBDIVISION OF:  
PORTIONS OF UNCONSTRUCTED  
"WOODBINE STREET"  
SHOWN ON L.C. PLAN 36593-B  
= AND =  
BEING A SUBDIVISION OF:  
PORTIONS OF UNCONSTRUCTED  
"WOODBINE STREET"  
and "NOBADAER AVENUE"  
SHOWN ON L.C. PLAN 17745-A  
PREPARED BY  
**BRACKEN ENGINEERING, INC.**  
19 OLD SOUTH ROAD  
NANTUCKET, MA 02554  
tel: (508) 325-0044  
fax: (508) 833-2282  
SCALE: 1" = 30' JANUARY 7, 2015

APPROVAL BY THE  
NANTUCKET PLANNING BOARD  
NOT REQUIRED.

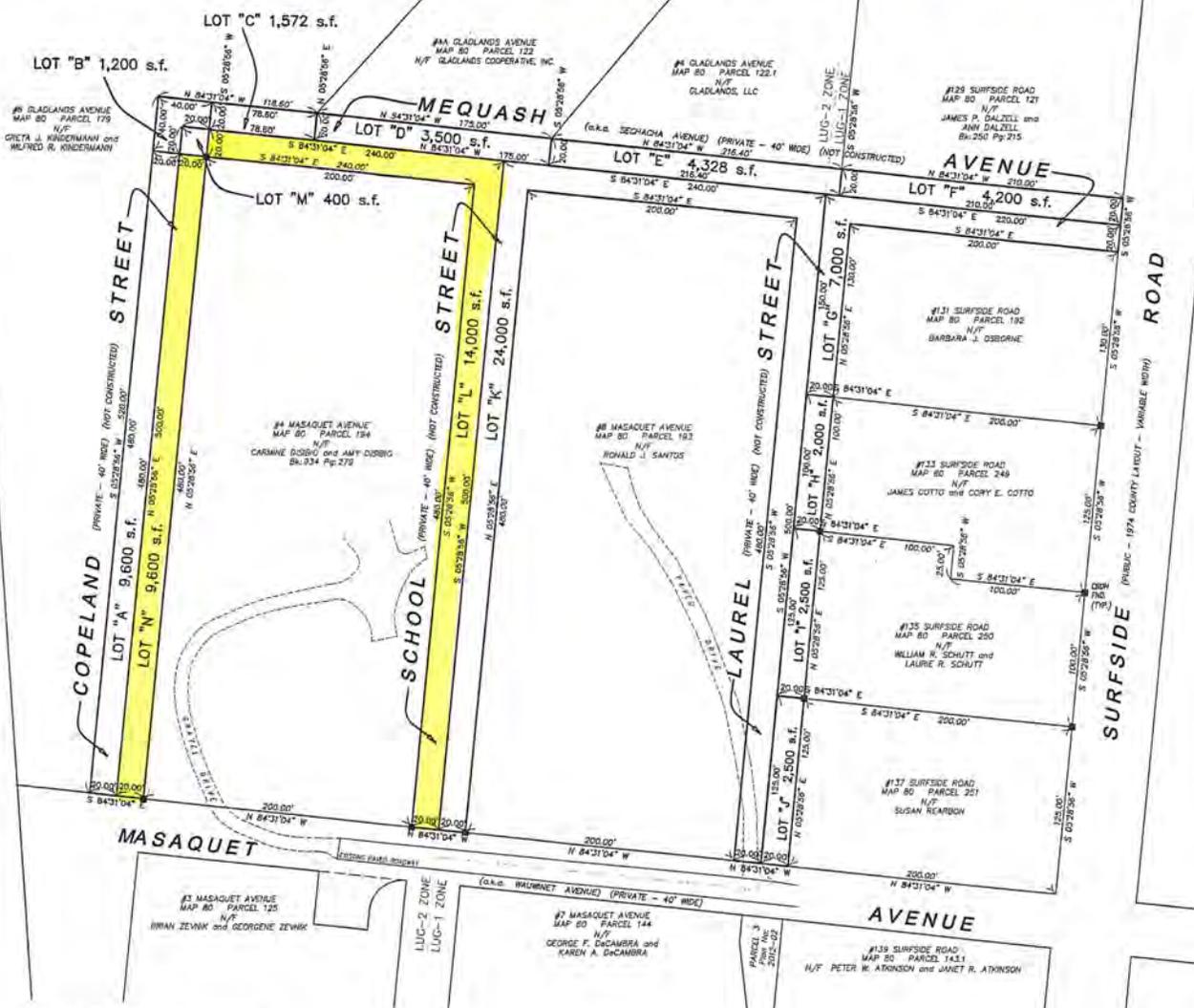
*[Signature]*  
*[Signature]*

FILE NUMBER: 9325  
DATE APPROVED: 1-10-11



36593-C  
36593-D  
17745-N

Lot L, Mequash + School + Lot N, Copeland



- NOTES:**
1. LOCUS: MEQUASH AVENUE, LAUREL STREET, SCHOOL STREET, COPELAND STREET (ON ASSESSORS MAP 80)
  2. PLAN: Plan Bk-2 Pg 60, Plan Bk-22 Pg 35, Plan Flet-11-A, Plan No-2001-08, Plan No-2002-45, Plan No-2015-36
  3. TOWN MEETING REFERENCE: ARTICLES 75 & 77 (2010)



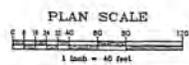
MASSACHUSETTS  
REGISTRY OF DEEDS  
Date: 5/16/16  
Plan No.: 2015-36  
CLARENCE PAVANA  
A.B.C. Registrar  
Sheet 1 of 1

RESERVED FOR REGISTRY USE  
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



**ROADWAY ACQUISITION PLAN**  
IN  
**NANTUCKET, MASS.**  
OF PORTIONS OF UNCONSTRUCTED  
"MEQUASH AVENUE"  
"LAUREL STREET"  
"SCHOOL STREET"  
"COPELAND STREET"

PREPARED BY  
**BRACKEN ENGINEERING, INC.**  
19 OLD SOUTH ROAD  
NANTUCKET, MA 02554  
tel: (508) 325-0044  
fax: (508) 833-2282  
SCALE: 1" = 40' APRIL 25, 2015



- THE PLANNING BOARD DETERMINES THAT:
- LOTS "A" thru "C" DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.
  - LOTS "A" thru "C" CONTAIN INADEQUATE LOT AREAS, AS DEFINED IN THE NANTUCKET ZONING BYLAW, TO COMPLY WITH MINIMUM AREA REQUIREMENTS APPLICABLE UNDER SUCH BYLAW.

ZONE:	LOT AREA REQUIRED:	LOT AREA:
LUG-1	40,000 s.f.	40,000 s.f.
LUG-2	80,000 s.f.	80,000 s.f.

TOWN OF NANTUCKET  
BOARD OF SELECTMEN

*[Signature]*  
*[Signature]*  
*[Signature]*

DATE APPROVED:

APPROVAL BY THE  
NANTUCKET PLANNING BOARD  
NOT REQUIRED

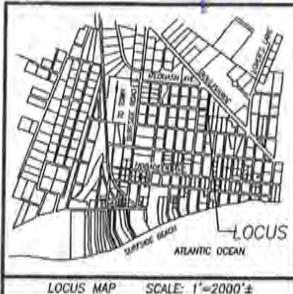
*[Signature]*  
*[Signature]*  
*[Signature]*

FILE NUMBER: 7961  
DATE APPROVED: 5-9-16

Parcel 7, Masquetuck

2015 00000000  
 Bk: Pg: 0 Page: 0  
 Doc: PLAN 02/26/2016 03:34 PM

NANTUCKET Registry  
 OF DEEDS  
 Date: 2-26-2015  
 Time: 3:24pm  
 Plan No: 2015-09  
 Cynthia H. Brennan  
 Registrar  
 Sheet 1 of 1



LOCUS MAP SCALE: 1"=2000'

CURRENT ZONING CLASSIFICATION:  
 Limited Use General 2 (L.U.G.-2)

MINIMUM LOT SIZE: 80,000 S.F.  
 MINIMUM FRONTAGE: 150 FT.  
 FRONT YARD SETBACK: 35 FT.  
 REAR/SIDE SETBACK: 15 FT.  
 GROUND COVER %: 4%

LEGEND

dhCB FND. ■ DENOTES DRILL HOLE IN CONCRETE BOUND FOUND

MASAQUET AVENUE

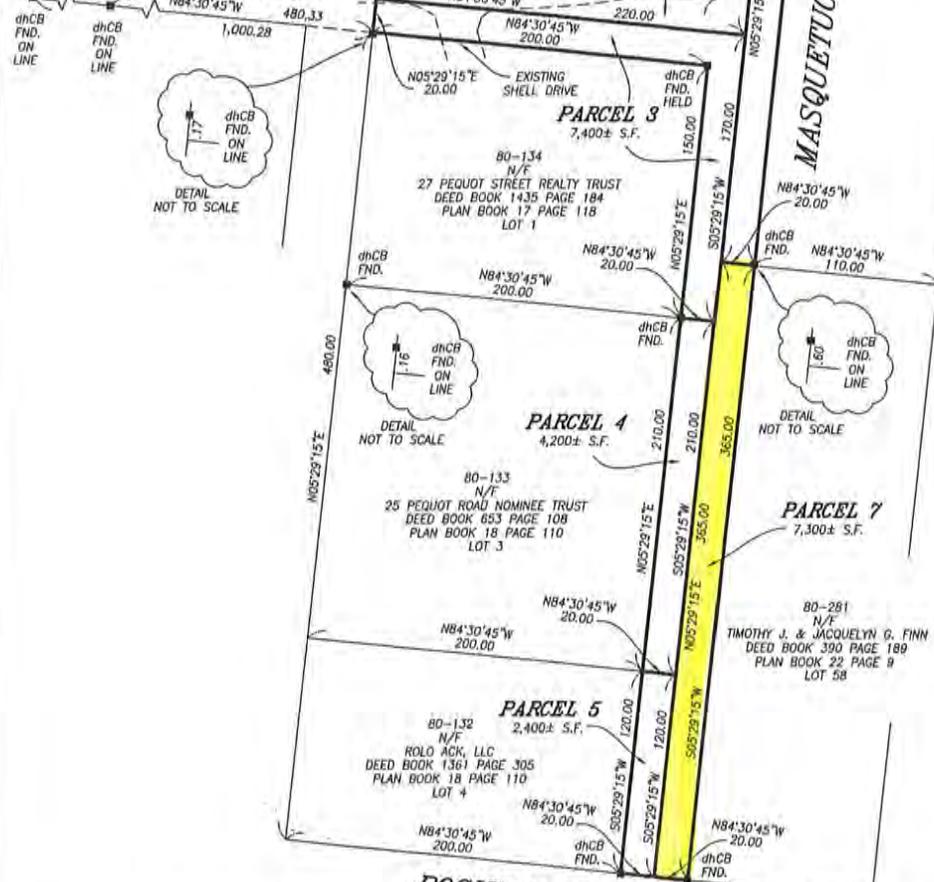
PEQUOT STREET

BOULEVARD

STREET

MASQUETUCK

POCHICK AVENUE



PLAN TO ACQUIRE LAND FOR  
 GENERAL MUNICIPAL PURPOSES  
 IN  
 NANTUCKET, MASS.  
 PREPARED FOR  
 TOWN OF NANTUCKET  
 MASAQUET AVENUE  
 MASAQUETUCK AVENUE

SCALE: 1" = 50' DATE: NOVEMBER 30, 2014

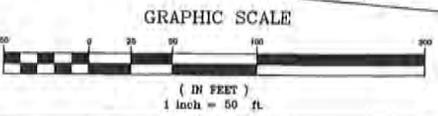
ISLAND SURVEYORS, LLC  
 Professional Land Surveyors  
 90 OLD SOUTH ROAD  
 NANTUCKET, MASS. 02554  
 (508) 228-2720

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

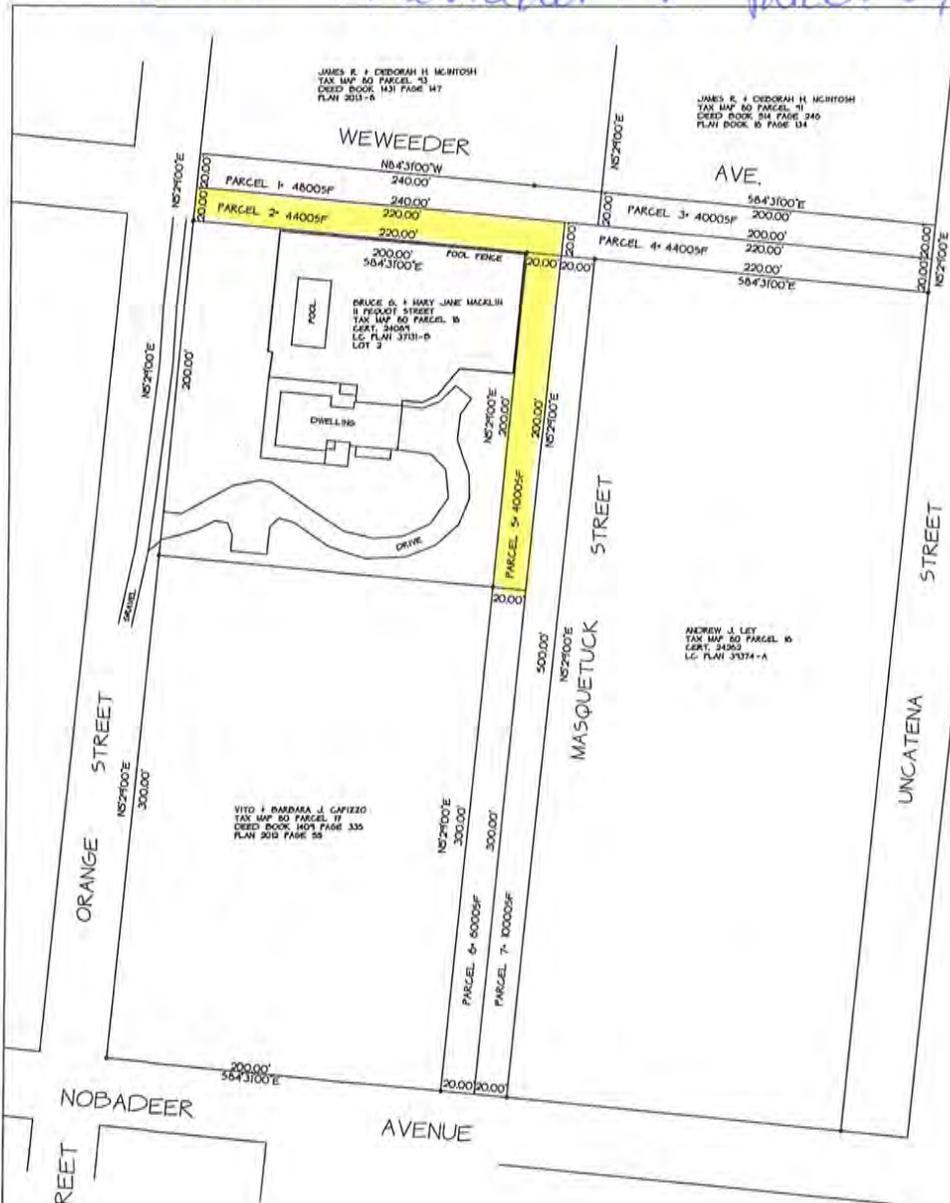
*Edward J. ...*  
 PROFESSIONAL LAND SURVEYOR DATE 11/30/2014

NANTUCKET BOARD OF SELECTMAN  
 Being a majority—  
 Rick Atherton *Rick Atherton*  
 Bruce Miller *Bruce Miller*  
 Matt Foe *Matt Foe*  
 Bob DeCosta *Bob DeCosta*  
 Tobiasse Clidden *Tobiasse Clidden*  
 Date: \_\_\_\_\_

Nantucket Planning Board  
 APPROVAL UNDER  
 APPROVED PURSUANT TO ARTICLE 98  
 ANNUAL TOWN MEETING WARRANT APRIL 2, 2011  
 Barry Rector *Barry Rector*  
 John McLaughlin  
 Joseph Marchlinger  
 Linda Williams *Linda Williams*  
 Nathaniel Lowell *Nathaniel Lowell*  
 DATE APPROVED: 01-05-15  
 File #: 7784



Parcel 2, Wee Weeder & Parcel 5, Masquetuck



NANTUCKET REGISTRY  
 OF DEEDS  
 DATE: 6/18/2015  
 TIME: 2:11 PM  
 PLAN: 2015-32  
 JENNIFER J. FLEMING  
 REGISTER

Sheet 1 of 1

N ORTH  
 STATE PLANE ISLAND ZONE 1817

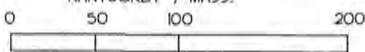
SURVEY INSTRUMENT:  
 LEICA TUA 0305 05 M  
 RECEIVER ACCURACY: 5 MM + 0.5 PPM  
 LEICA TS 05 PLUM 5"  
 ECH ACCURACY: 1.5 MM + 2 PPM

NOTES:  
 1. ALL MEASUREMENTS WERE MADE USING AN EDM OR RTK GPS.  
 2. BUILDING CORNERS WERE MEASURED TO THE CORNER-BOUNDS BY UPL.  
 3. THE PLANNING BOARD DETERMINED THAT LOTS SHOWN DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL REQUIRED TO BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DISTRIBUTION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

o - DENOTES A CONCRETE ROUND FOUND

NANTUCKET REGISTRY OF DEEDS  
 DATE:  
 TIME:  
 PLAN #:  
 ATTEST:  
 REGISTER

TOWN MEETING ARTICLE 77/2010  
 PAPER STREET ACQUISITION PLAN  
 TOWN OF NANTUCKET  
 NANTUCKET, MASS.  
 MASQUETUCK STREET  
 WEEWEEDER AVENUE  
 SCALE 1" = 50' 4-1-2015  
 ACKME SURVEY LLC  
 PO BOX 1448  
 NANTUCKET, MASS.



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
 I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 ON OR BETWEEN 3-20-2015 AND 3-31-2015  
 J. P. [Signature]  
 PROFESSIONAL LAND SURVEYOR

TOWN OF NANTUCKET  
 BOARD OF SELECTMEN

DATE 5-20-2015  
 [Signatures]

APPROVAL BY THE  
 NANTUCKET PLANNING BOARD  
 NOT REQUIRED

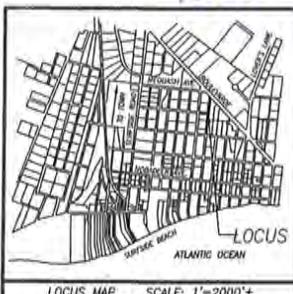
DATE 05-11-15  
 FILE NUMBER 7829  
 [Signatures]

Parcel 3, Masquet + Masquetuck

2015 00000003  
 Bk: Pg: 0 Page: 0  
 Doc: PLAN 02/20/2015 03:54 PM

NANTUCKET Registry  
 OF DEEDS  
 Date: 2-26-2015  
 Time: 3:24 PM  
 Plan No: 2015-09  
 Applicant: Jennifer H. Bernera  
 Register

Sheet 1 of 1



CURRENT ZONING CLASSIFICATION:  
 Limited Use General 2 (L.U.G.-2)  
 MINIMUM LOT SIZE: 80,000 S.F.  
 MINIMUM FRONTAGE: 150 FT.  
 FRONT YARD SETBACK: 35 FT.  
 REAR/SIDE SETBACK: 15 FT.  
 GROUND COVER %: 4%

LEGEND

dhCB FND. ■ DENOTES DRILL HOLE IN CONCRETE BOUND FOUND

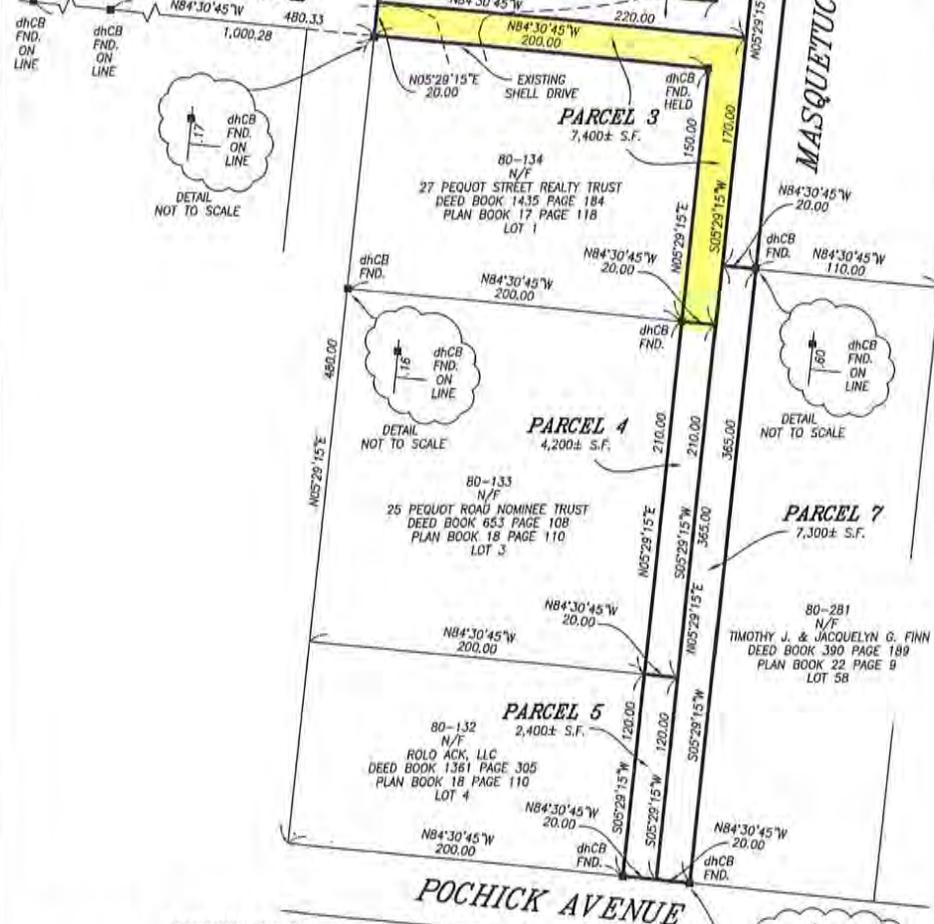
MASAQUET AVENUE

PEQUOT STREET

BOULEVARD

STREET

MASQUETUCK



PLAN TO ACQUIRE LAND FOR  
 GENERAL MUNICIPAL PURPOSES  
 IN  
 NANTUCKET, MASS.  
 PREPARED FOR  
 TOWN OF NANTUCKET  
 MASAQUET AVENUE  
 MASQUETUCK AVENUE

SCALE: 1" = 50' DATE: NOVEMBER 30, 2014

ISLAND SURVEYORS, LLC  
 Professional Land Surveyors  
 90 OLD SOUTH ROAD  
 NANTUCKET, MASS. 02554  
 (508) 228-2720

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

*Edward J. Finn*  
 PROFESSIONAL LAND SURVEYOR  
 DATE: 11/30/2014

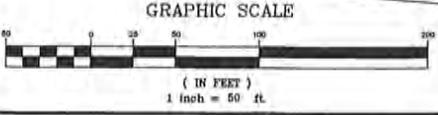
NANTUCKET BOARD OF SELECTMAN  
 Being a majority—

Rick Atherton *[Signature]*  
 Bruce Miller *[Signature]*  
 Matt Fee *[Signature]*  
 Bob DeCosto *[Signature]*  
 Tobias Clidden *[Signature]*  
 Date: \_\_\_\_\_

Nantucket Planning Board  
 APPROVAL UNDER  
 APPROVED PURSUANT TO ARTICLE 98  
 ANNUAL TOWN MEETING WARRANT APRIL 2, 2011

Barry Rector *[Signature]*  
 John McLaughlin  
 Joseph Marchlinger  
 Linda Williams *[Signature]*  
 Nathaniel Lowell *[Signature]*  
 DATE APPROVED: 01-05-15

File #: 7784



Parcel A, Myles Standish St



Bk: Pg: 0 Page: 0  
Doc: PLAN 08/01/2011 02:55 PM

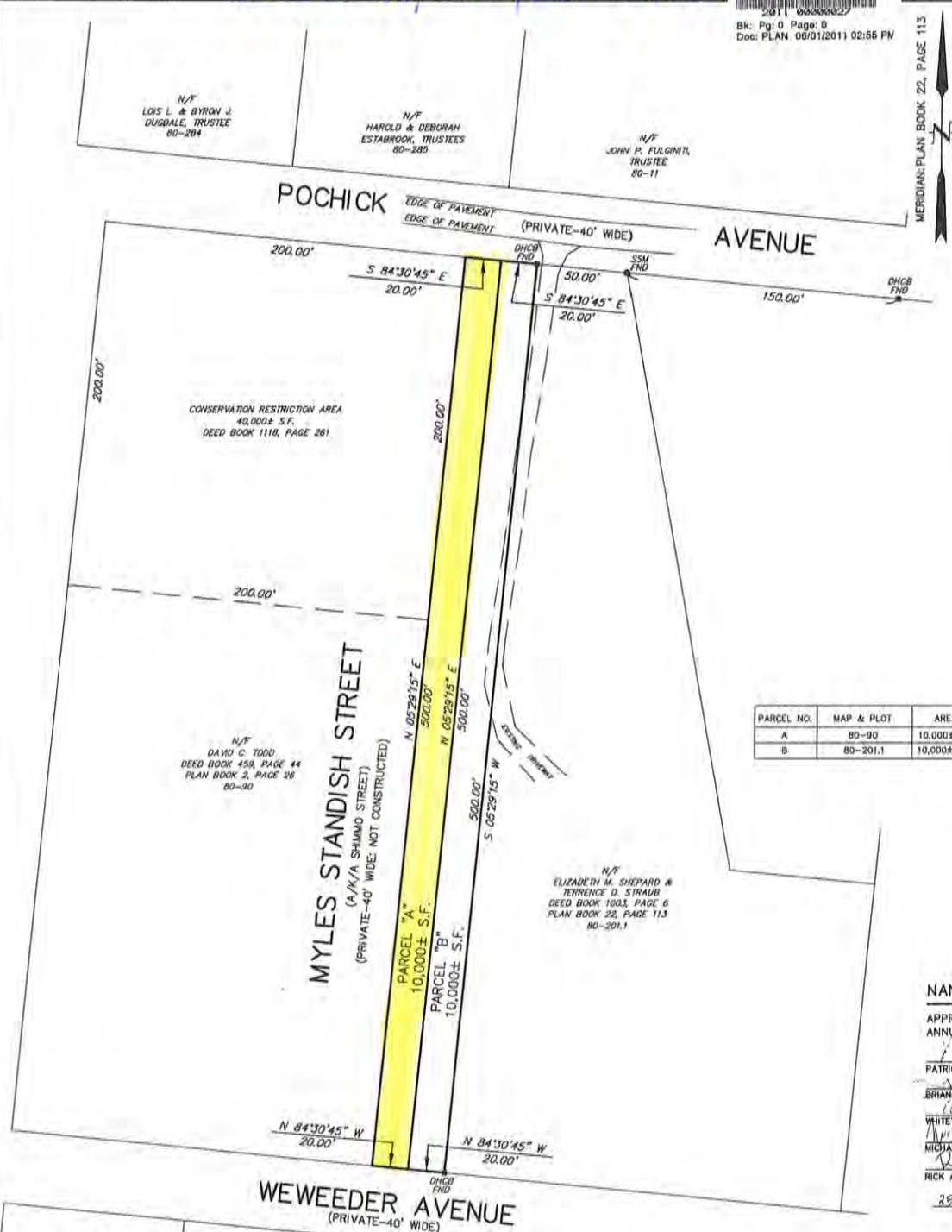
MERIDIAN-PLAN BOOK 22, PAGE 113

**NANTUCKET REGISTRY OF DEEDS**  
 Date 06.01.2011  
 Time 2:55 PM  
 Plan Bk. \_\_\_\_\_ PG. \_\_\_\_\_  
 Plan No. 2011-27  
 Plan File \_\_\_\_\_  
 Attest: Terrence J. Ferreira Registrar



**LEGEND:**  
 DHCB DRILL HOLE/CONCRETE BOUND  
 FND FOUND  
 N/F NOW OR FORMERLY  
 S.S.M. STEEL SURVEYORS MARKER

PARCEL NO.	MAP & PLOT	AREA	OWNER
A	80-90	10,000± S.F.	DAWD C. TODD
B	80-201.1	10,000± S.F.	ELIZABETH M. SHEPARD & TERRENCE D. STRAUB



**NANTUCKET BOARD OF SELECTMEN**

APPROVED PURSUANT TO ARTICLES 76 & 77  
 ANNUAL TOWN MEETING APRIL 5, 2010.

Paul Rogge  
 PATRICIA ROGGEVEEN, CHAIRMAN

Brian Chadwick Robert Becosta  
 BRIAN CHADWICK

White Wilcauer  
 WHITE WILCAUER

Michael Rogge  
 MICHAEL ROGGE

Rick Atherton  
 RICK ATHERTON

25 May 2011  
 DATE

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

**NANTUCKET PLANNING BOARD**

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

Barry Rector  
 BARRY RECTOR, CHAIRMAN

Silvia Howard  
 SILVIA HOWARD, VICE-CHAIRWOMAN

Nathaniel Lowell  
 NATHANIEL LOWELL

John McLaughlin  
 JOHN MCLAUGHLIN

Linda Williams  
 LINDA WILLIAMS

DATE APPROVED 03/14/11  
 DATE SIGNED 03/14/11  
 FILE NO. 1339

**NOTES:**

1. THE PREMISES SHOWN ON THIS PLAN ARE LOCATED WITHIN THE "X" ZONE AS DELINEATED ON THE "FIRM" MAP OF COMMUNITY NO. 250230 0012 D; MAP REVISED: 11/08/1996 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
2. THE PLANNING BOARD DETERMINES THAT: LOT(S) PARCELS 'A' & 'B' DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

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

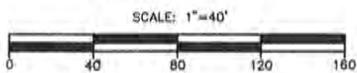
Paul W. Sants 3/2/11  
 PROFESSIONAL LAND SURVEYOR DATE



PLAN TO ACQUIRE LAND FOR GENERAL MUNICIPAL PURPOSES  
 MYLES STANDISH STREET  
 IN  
 NANTUCKET, MASSACHUSETTS

PREPARED FOR:  
 TOWN OF NANTUCKET  
 SCALE: 1"=40' DATE: MARCH 2, 2011

NANTUCKET SURVEYORS, LLC  
 5 WINDY WAY  
 NANTUCKET, MA 02554



Parcel 2, Holly + Pochick

2015 040000093  
 Bk: Pg: 0 Page: 0  
 Doc: PLAN 10/27/2016 03:43 PM

NANTUCKET REGISTRY  
 OF DEEDS  
 Date: 10/26/2016 2:12:06  
 Time: 3:43 PM  
 Plan No: 2016-03  
 Registered  
 Register

Sheet 1 of 1

RESERVED FOR REGISTRY USE

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



Alan M. Grady  
 ALAN M. GRADY, PLS  
 MASSACHUSETTS REG.  
 No. 37732

NOTES:

- LOCUS: POCHICK AVENUE  
 HOLLY STREET  
 (ON ASSESSORS MAP 80)
- PLAN REFERENCES:  
 PLAN FILE 11-A  
 PLAN FILE 54-L  
 PLAN NO. 2013-14
- TOWN MEETING REFERENCE:  
 WARRANT ARTICLES 98  
 & 99 OF THE 2011 TOWN MEETING.

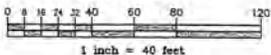
ZONE: LUG-1  
 REQUIRED

LOT AREA: 40,000 s.f.  
 FRONTAGE: 100'  
 FRONT YARD: 35'  
 SIDE/REAR YARD: 10'  
 GROUND COVER: 7% (MAX)

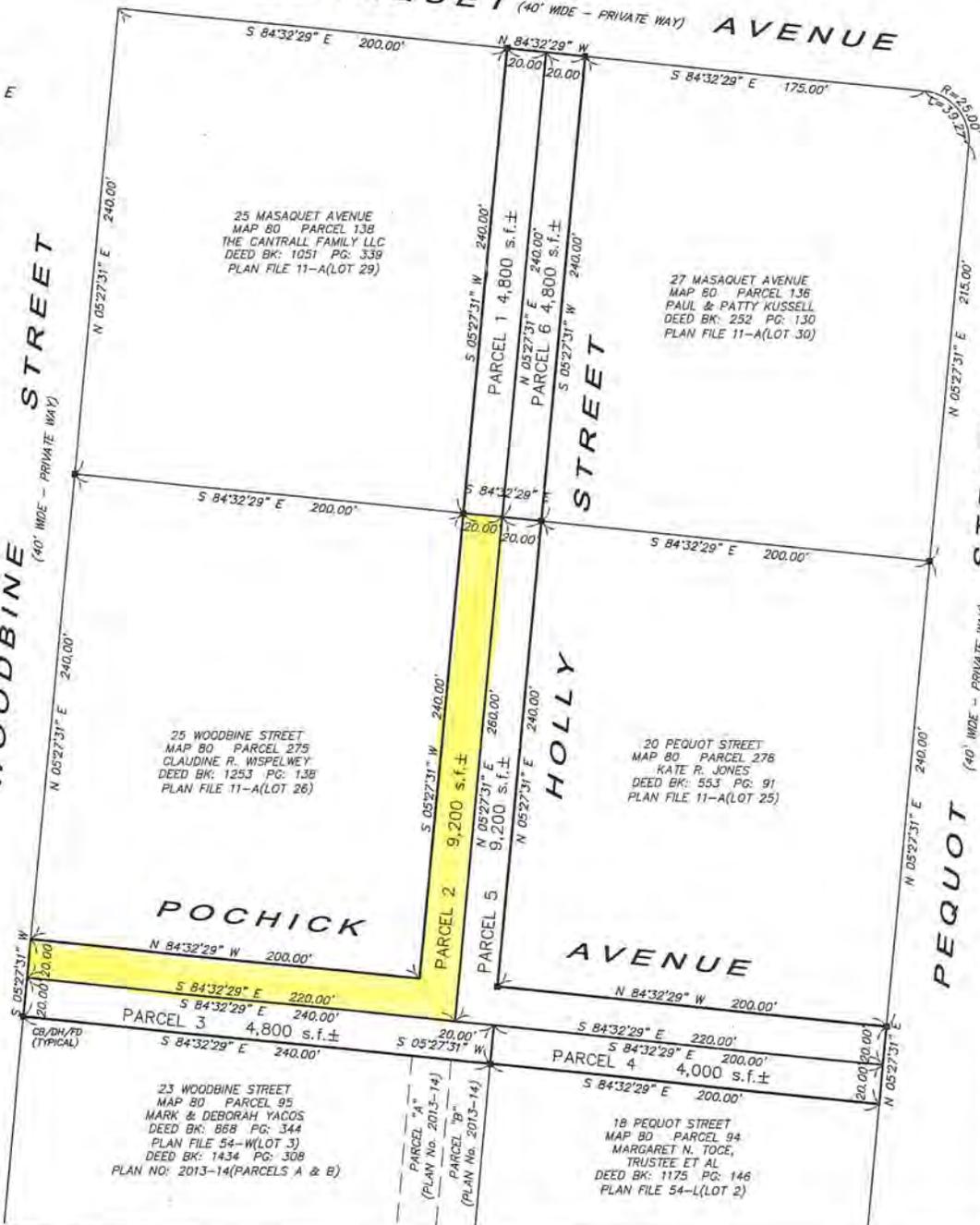
THE PLANNING BOARD DETERMINES THAT:

PARCELS "1" THROUGH "6" DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

PLAN SCALE



WOODBINE STREET  
 (40' WIDE - PRIVATE WAY)



ROADWAY ACQUISITION PLAN  
 IN  
 NANTUCKET, MA  
 OF  
 PORTIONS OF UNCONSTRUCTED  
 HOLLY STREET & POCHICK AVENUE  
 PREPARED BY  
 BRACKEN ENGINEERING, INC.  
 19 OLD SOUTH ROAD  
 NANTUCKET, MA 02554  
 tel: (508) 325-0044  
 fax: (508) 833-2282  
 SCALE: 1" = 40' SEPTEMBER 30, 2016

APPROVAL BY THE  
 NANTUCKET PLANNING BOARD  
 NOT REQUIRED

*[Signature]*

*[Signature]*

FILE NUMBER: 8030

DATE APPROVED: 10-13-2016

TOWN OF NANTUCKET  
 BOARD OF SELECTMEN

DATE: 10-26-16

*[Signature]*

*[Signature]*

**REAL ESTATE SUMMARY**  
**Board of Selectmen**  
**November 30, 2016 by Andrew Vorce, AICP**

**VIII. CONSENT ITEMS**

No tax issue on any parcels - former streets aren't assessed.

2. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Lot 51, Woodbine Street and Nobadeer Avenue as Shown on Land Court Plan No. 17745-N.  
This matter has been outstanding for some time because of Land Court review. All of the other properties shown on the plan have now been conveyed and are part of a yard sale award from 2011. The public walking path easement at the property's eastern edge has been reserved by the Town. The paper streets contain 9,400 square feet of land and would be merged with a conforming, 50,000 square foot lot in the Residential-20 (R-20) zoning district, which requires a minimum lot area of 20,000 square feet. The existing lot has the potential to be subdivided into two lots and the additional area of the paper street does not increase this potential. As currently written, the owner has not requested the ability to maintain the subdivision of the existing parcel and accepting the paper road parcel would preclude any subdivision possibility. In the event the owners now request an exemption, the pricing should be adjusted to the current practice of \$1.00 per square foot plus other factors.
3. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Lot L, Mequash Avenue and School Street and Lot N, Copeland Street as Shown on Plan of Land Entitled "Roadway Plan in Nantucket, Mass. of Portions of Unconstructed 'Mequash Avenue,' 'Laurel Street,' 'School Street,' and 'Copeland Street,'" Dated April 25, 2015, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-47, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.  
See end of section.
4. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 7, Masquetuck Street as Shown on Plan of Land Entitled "Plan to Acquire Land for General Municipal Purposes in Nantucket, Mass., Prepared for Town of Nantucket, Masaquet Avenue, Masquetuck Avenue," Dated November 30, 2014, Prepared by Island Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-09, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.  
See end of section.

5. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcel 2, Weweeder Avenue and Parcel 5, Masquetuck Street as Shown on Plan of Land Entitled "Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Masquetuck Street, Weweeder Avenue," Dated April 1, 2015, Prepared by ACKME Survey, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-32, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.  
*See end of section.*
6. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 3, Masaquet Avenue and Masquetuck Street as Shown on Plan of Land Entitled "Plan to Acquire Land for General Municipal Purposes in Nantucket, Mass., Prepared for Town of Nantucket, Masaquet Avenue, Masquetuck Avenue," Dated November 30, 2014, Prepared by Island Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-09, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.  
*See end of section.*
7. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel A, Myles Standish Street as Shown on Plan of Land Entitled "Plan to Acquire Land for General Municipal Purposes, Myles Standish Street, in Nantucket, Mass., Prepared for Town of Nantucket," Dated March 2, 2011, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-27, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.  
*See end of section.*
8. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 2, Holly Street and Pochick Avenue as Shown on Plan of Land Entitled "Roadway Acquisition Plan in Nantucket, MA of Portions of Unconstructed Holly Street & Pochick Avenue," Dated September 30, 2016, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-93, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.  
*Items 3 - 8 are ready to proceed on 11/30 and have been unanimously approved by REAC. They total 1.51 acres and are all located in the Surfside neighborhood, part of "paper streets" laid out in 1889 for much higher density that will not be realized. Individual parcels range in size from 7,300 square feet to 23,600 square feet. Because of restrictions imposed as a condition of the sale, no subdivision of the parcels is*

allowed. Benefit to owners is primarily ground cover, ranging from 511 to 944 square feet per lot, most of which are restricted by zoning to 93% of the area free from structures. \$65,900 is generated from the sales based upon the pricing structure recommended by REAC.

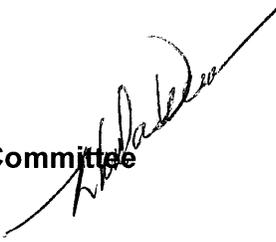
# 3	L+N=23,600 s.f.	944 s.f. Gr cov.
# 4	7=7,300 s.f.	511 s.f. Gr cov.
# 5	2+5=8,400 s.f.	588 s.f. Gr cov.
# 6	3=7,400 s.f.	518 s.f. Gr cov.
# 7	A=10,000 s.f.	700 s.f. Gr cov.
# 8	2=9,200 s.f.	644 s.f. Gr cov.

**IX. PUBLIC HEARINGS**

1. Public Hearing to Consider the Taking of a Portion of a Paper Street for Public Access, Open Space and/or General Municipal Purposes as Authorized by MGL Chapter 79 and Article 101 of 2011 Annual Town Meeting for Portions of Poplar Street (Surfside) as Shown as Easement Areas "E-1," "E-2," "E-3," "E-4" and "E-5" on Plan Entitled "Poplar Street Easement Area Plan of Land in Nantucket, MA," Prepared by Michael Connolly & Associates, Inc., Dated September 26, 2016 (Request to be Continued to December 21, 2016).

The proposed taking is of an easement, not fee, of Poplar Street, through existing lots. Request to be continued to December 21, 2016 for preparation of documents.

To: Board of Selectmen  
From: Real Estate Assessment Committee  
Date: October 14, 2016



The Real Estate Assessment Committee (REAC) met on Thursday, October 13, 2016. The agenda for the meeting is attached.

As we advised the Board at its recent meeting, the Committee voted to place under Consent any agenda items that had previously been approved by Annual Town Meeting unless any Committee members had a concern about an item on the agenda. There were no concerns raised about the takings on the agenda thus they were all approved under consent with one member recusing himself because of conflicts.

The Committee then discussed the two Dispositions.

The first one, Lot 51, Woodbine Street and Nobadeer Avenue as shown on Land Court Plan No. 17745-N, was discussed at length. The issue that received a great deal of discussion was the fact that the lot in its present configuration can be subdivided before the additional parcel is added. As you know, all of the Deeds from the Town have specific language in them prohibiting the division or subdivision of any portion of the combined parcels. The price for Lot 51 had already been committed prior to the formation of the REAC. The Planning Director advised the attorney representing the proposed Buyer that this language would be incorporated in the Deed UNLESS the Buyer agrees to pay in accordance with the new pricing structure, which would change the pricing significantly. The initial agreed upon price was Five Thousand (\$5,000) Dollars. Based on our new pricing structure, which is One (\$1) Dollar per square foot, plus a factor for water view property, the new price we are recommending would be Eighteen Thousand Eight Hundred (\$18,800) Dollars (as the lot is 9,400 square feet and there is a water view factor of 2 per the Town Assessor). We were advised the day after our meeting that the Buyer will go forward with the revised purchase price, which means that the Deed will have no prohibition against subdivision since they already have the ability to do so. A walking path easement reserved by the Town connects to the balance of the path easement located at the former center line on Woodbine Street.

The second Disposition, Parcels D2 and D3, is are part of Dunham Street, Plan No. 2012-19, It received a positive recommendation from the Committee. The two parcels total 10,000 square feet, and the purchase price is Ten Thousand (\$10,000) Dollars. The two parcels will be merged with the existing 25,000 square foot parcel in a zoning district that requires 20,000 square feet. There will be a public footpath and access easement, which has been reserved by the Town.

**TO; BOARD OF SELECTMEN**  
**FROM; Real Estate Assessment Committee**  
**DATE: November 22, 2016**



The Real Estate Assessment Committee (REAC) met today. The agenda for the meeting is attached.

The Takings were listed under Consent Items, and we voted to recommend approval. There were four of the five Committee members present, and one member abstained from voting because of a conflict.

We then discussed each of the Dispositions per the agenda. This was one of the first meetings that we were able to use our new pricing structure as no pricing had been established for any of these parcels. Since none of the parcels were waterfront or had water views, each price was established in accordance with the exact square footage as follows:

Lot N and Lot L, Plan No. 2016-47 - Lot N- 9,600 sq. ft. = \$9,600  
Lot L -1,400 sq. ft. = \$1,400

Parcel 7, Plan No. 2015-26 – 7,300 sq, ft, = \$7,300

Parcel A, Plan No. 2016-61 5,000 sq. ft. = \$5,000  
Note: Easement over Lot 1-path not, shown on plan

Parcel A and C, Plan No. 2014-107 Lot A – 2,015 sq. ft. = \$2,015  
Lot C – 5,037 sq. ft. = \$5,037-(path required)

Parcel 2 and 5 Plan No. 2015-32 Parcel 2 = 4,400 sq. ft. = \$4,400  
Parcel 5 = 4,000 sq. ft. = \$4,000

Parcel 3, Plan No. 2015-9 7,400 sq. ft. = \$7,400  
Driveway easement will be granted

Parcel A, Plan No. 2013-01 10,000 sq. ft.=\$10,000

Parcel 2, Plan No. 2016-93 9,200 sq. ft. = \$9,200

The Committee recommended approval per the above information.

**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Joseph R. Jenkins, Trustee of Nonantum 22 Realty Trust under Declaration of Trust dated January 26, 2015 for which a Trustee Certificate Pursuant to M.G.L. c. 184, §35 is filed with Nantucket Registry District of the Land Court as Document No. 147060, having an address of 60 Dedham Avenue, Needham Heights, Massachusetts 02494 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises is a certain parcel of land in Nantucket, Massachusetts shown as Lot 51, Woodbine Street and Nobadeer Avenue, containing 9,400 square feet, more or less, (the "Premises" or "Property") shown on Land Court Plan No. 17745-N, prepared by Bracken Engineering, Inc., dated January 7, 2015, and filed with Land Registration Office (the "Plan"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are

not due and payable at the time of delivery of the deed;

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 22 Nonantum Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 87 as Parcel 19 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property as provided in Section 35 below; and

(h) Said Premises is conveyed subject to an easement for a 4' wide walking path easement shown on said Plan.

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Eighteen Thousand Eight Hundred and 00/100 Dollars (\$18,800.00), of which

\$ 250.00	was paid with the Proposal
\$ 18,550.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 18,800.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 1st day of December, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may

be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER

which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the

BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Joseph R. Jenkins, Trustee  
Nonantum 22 Realty Trust  
60 Dedham Avenue  
Needham Heights, MA 02494

With a copy to:

Richard Beaudette, Esq.  
Vaughan, Dale, Hunter and Beaudette, P.C.  
Whaler's Lane, P.O. Box 659  
Nantucket, MA 02554  
(508) 228-4455  
Facsimile: (508) 228-3070

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching

party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as

follows:

“The Grantor’s conveyance of the parcel(s) described herein is based in part on the Grantee’s warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 22 Nonantum Avenue and shown on Town Assessor’s Map 87 as Parcel 19 previously acquired by Grantee pursuant to Deed filed as Document No. 147059 noted on Certificate of Title No. 25522 filed with Nantucket Registry District of the Land Court (collectively, the “Combined Premises”), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court, provided however, the Grantee may subdivide the Combined Premises into no more than two buildable lots in conformance with the Town of Nantucket Zoning By-Law. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises into more than two buildable lots, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court.”

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be “other restrictions held by any governmental body” pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER’s financing and purchasing of the Premises and BUYER agrees that BUYER

and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**Signature Page to follow**

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

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

**ESCROW AGENT:**  
TOWN TREASURER

\_\_\_\_\_

**BUYER:** Nonantum 22 Realty Trust

By:

\_\_\_\_\_  
By: Joseph R. Jenkins, Trustee

558817v4NANT 19712/0009

## QUITCLAIM DEED

### **Lot 51, Woodbine Street and Nobadeer Avenue, Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Eighteen Thousand Eight Hundred and 00/100 Dollars (\$18,800.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Joseph R. Jenkins, Trustee of the Nonantum 22 Realty Trust under a Declaration of Trust dated January 26, 2015 for which a Trustee's Certificate Pursuant to M.G.L. c. 184, § 35 is filed with Nantucket Registry District of the Land Court as Document No. 147060**, having an address of 60 Dedham Avenue, Needham Heights, Massachusetts 02494 (the "Grantee"), with QUITCLAIM COVENANTS, a certain lot of land in Nantucket, Massachusetts shown as Lot 51, Woodbine Street and Nobadeer Avenue, on Land Court Plan No. 17745-N prepared by Bracken Engineering, Inc., dated January 7, 2015, filed with Land Registration Office (the "Plan"). The premises hereby conveyed are a portion of Woodbine Street in Nantucket, Massachusetts and contain approximately 9,400 square feet of vacant land (the "Parcel").

The Parcel is conveyed subject to a four foot (4') wide walking path easement over the Walking Path shown on said Plan (the "Walking Path Easement") reserved by the Grantor for the following purposes:

1. Public access only by foot or non-motorized transportation over the Walking Path, except for use of motorized wheelchairs or other mobility devices for the disabled or vehicles used in the construction, maintenance, repair, replacement or relocation of the Walking Path; and
2. The right to cut or trim trees, shrubbery or vegetation in order to construct and maintain the Walking Path and to re-surface the Walking Path with any materials in the Grantor's sole discretion.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 22 Nonantum Avenue, in said Nantucket and shown on Town Assessor's Map 87 as Parcel 19 previously acquired by Grantee pursuant to Deed noted on Certificate of Title No. 25522 as Document No. 147059 filed with Nantucket Registry District of the Land Court (collectively with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District

of the Land Court, provided however, the Grantee may subdivide the Combined Premises into no more than two buildable lots in conformance with the Town of Nantucket Zoning By-Law without first obtaining such written permission. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises into more than two buildable lots, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, for other than the purpose of two buildable lots, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated September 22, 2010 filed with said Registry District of the Land Court as Document No. 131791 and Order of the Land Court dated June 2, 2016 filed with said Registry District of the Land Court as Document No. 152069.

**[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

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

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

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

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Joseph R. Jenkins, Trustee of Nonantum 22 Realty Trust ("Buyer")  
Lot 51, Woodbine Street and Nobadeer Avenue, Nantucket, MA (Property)  
December 1, 2016 (Closing Date)

**Purchase Price:** **\$18,800.00**

**Less:**

Deposit \$ 250.00

**Plus:**

Payment in Lieu of Tax Adjustment  
12/1/16-6/30/17 \$ 40.28

Reimbursement of Town's Legal Fees \$ 1,700.00

**Net Amount Due Seller:** **\$20,290.28**

**Checks:**

Town of Nantucket \$20,290.28

**BUYER:**  
**NONANTUM 22 REALTY TRUST**

**SELLER:**  
**TOWN OF NANTUCKET**  
**BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Joseph R. Jenkins, Trustee

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

## PURCHASE AND SALE AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### 1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Carmine DiSibio and Amy DiSibio, of 1 Essex Road, Summit, New Jersey 07901, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

### 2. DESCRIPTION

The premises are comprised of two (2) parcels of land in Nantucket, Massachusetts shown as Lot L, School Street and Mequash Avenue containing 14,000 square feet, more or less and Lot N, Copeland Street containing 9,600 square feet, more or less, shown on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Portions of Unconstructed 'Mequash Avenue,' 'Laurel Street,' 'School Street,' and 'Copeland Street,'" dated April 25, 2016, prepared by Bracken Engineering, Inc. and recorded with Nantucket County Registry of Deeds as Plan No. 2016-47 (together, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

### 4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this

agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 4 Masaquet Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 194, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Twenty-three Thousand Six Hundred and 00/100 Dollars (\$23,600.00), of which

\$ 0.00	was paid as a deposit
\$ 23,600.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 23,600.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 1st day of December, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. and Mrs. Carmine DiSibio  
1 Essex Road  
Summit, NJ 07901

With a copy to:

Arthur I. Reade, Esq.  
Reade, Gullicksen, Hanley & Gifford, LLP  
6 Youngs Way  
P.O. Box 2669  
Nantucket, MA 02554  
(508) 228- 3128  
Facsimile: (508) 228- 5630

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing

representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one

parcel with the abutting property at 4 Masaquet Avenue and shown on Town Assessor's Map 80 as Parcel 194, previously acquired by Grantee by Deed recorded with Nantucket County Registry of Deeds in Book 934, Page 279 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause

its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

**ESCROW AGENT:**  
TOWN TREASURER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUYER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Carmine DiSibio

\_\_\_\_\_

By: \_\_\_\_\_  
Amy DiSibio

568591NANT 19712/0001

QUITCLAIM DEED

**Lot L, Mequash Avenue and School Street and Lot N, Copeland Street,  
Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Twenty-Three Thousand Six Hundred and 00/100 Dollars (\$23,600.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Carmine DiSibio and Amy DiSibio**, husband and wife, as tenants by the entirety of 1 Essex Road, Summit, New Jersey 07901 (the “Grantee”), with QUITCLAIM COVENANTS, two certain parcels of land in Nantucket, Massachusetts shown as Lot L, Mequash Avenue and School Street and Lot N, Copeland Street, on a plan of land entitled “Roadway Plan in Nantucket, Mass. Of Portions of Unconstructed ‘Mequash Avenue,’ ‘Laurel Street,’ ‘School Street,’ and ‘Copeland Street,’” dated April 25, 2015, prepared by Bracken Engineering, Inc. and recorded with Nantucket County Registry of Deeds as Plan No. 2016-47 (the “Plan”). The premises hereby conveyed are portions of Mequash Avenue, School Street and Copeland Street in Nantucket, Massachusetts. Lots L and N contain respectively 14,000 square feet, more or less and 9,600 square feet, more or less of vacant land (the “Parcels”).

The Grantor’s conveyance of these Parcels is based in part on the Grantee’s warranty and representation to the Grantor that such Parcels shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 4 Masaquet Avenue, in said Nantucket and shown on Town Assessor’s Map 80 as Parcel 194 previously acquired by Grantee by Deed recorded with said Nantucket County Registry of Deeds in Book 934, Page 279 (collectively with the Parcels, the “Combined Premises”), and that no part of such Parcels or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcels have not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless

prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated June 22, 2016, and recorded with said Deeds in Book 1546, Page 50 and Order of Taking dated October 26, 2016, and recorded with said Deeds in Book 1562, Page 145.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

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

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

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

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Carmine DiSibio and Amy DiSibio("Buyer")  
Lot L, School Street and Mequash Avenue and Lot N, Copeland Street,  
Nantucket, MA (Property)  
December 1, 2016 (Closing Date)

**Purchase Price:** \$ 23,600.00

**Less:**

Deposit \$ 00.00

**Plus:**

Payment in Lieu of Tax Adjustment  
12/1/16-6/30/17 \$ 50.88

Reimbursement of Town's Legal Fees \$ 875.00

**Net Amount Due Seller:** \$ 24,525.88

**Checks:**

Town of Nantucket \$ 24,525.88

**BUYER:**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Carmine DiSibio

By: \_\_\_\_\_  
Amy DiSibio

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

**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Timothy J. Finn and Jacquelyn G. Finn, of 1100 Neilson Court, McLean, Virginia 22102, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel 7, Masquetuck Street containing 7,300 square feet, more or less, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes in Nantucket, Mass., Prepared for Town of Nantucket, Masaquet Avenue, Masquetuck Avenue," dated November 30, 2014, prepared by Island Surveyors, LLC, and recorded with Nantucket County Registry of Deeds as Plan No. 2015-09(together, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the

time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 30 Pochick Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 281, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Seven Thousand Three Hundred and 00/100 Dollars (\$7,300.00), of which

\$ 0.00	was paid as a deposit
\$ 7,300.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

<hr/>	
\$ 7,300.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 1st day of December, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. and Mrs. Timothy J. Finn  
110 Neilson Court  
McLean, VA 22102

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

With a copy to:

Vicki S. Marsh, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with

the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 30 Pochick Avenue and shown on Town Assessor's Map 80 as Parcel 281, previously acquired by Grantee by Deed recorded with Nantucket County Registry of Deeds in Book 390, Page 189 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the

Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

**ESCROW AGENT:**  
TOWN TREASURER

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

\_\_\_\_\_

**BUYER:**

By: \_\_\_\_\_  
Timothy J. Finn

By: \_\_\_\_\_  
Jacquelyn G. Finn

QUITCLAIM DEED

**Parcel 7, Masquetuck Street,  
Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Seven Thousand Three Hundred and 00/100 Dollars (\$7,300.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Timothy J. Finn and Jacquelyn G. Finn**, joint tenants with rights of survivorship, of 1100 Neilson Court, McLean, Virginia 22102(the “Grantee”), with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 7, Masquetuck Street, on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes in Nantucket, Mass., Prepared for Town of Nantucket, Masaquet Avenue, Masquetuck Avenue” dated November 30, 2014, prepared by Island Surveyors, LLC and recorded with Nantucket County Registry of Deeds as Plan No. 2015-09 (the “Plan”). The premises hereby conveyed are a portion of Masquetuck Street in Nantucket, Massachusetts and contains 7,300 square feet, more or less, of vacant land (the “Parcel”).

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 30 Pochick Avenue, in said Nantucket and shown on Town Assessor’s Map 80 as Parcel 281 previously acquired by Grantee by Deed recorded with said Nantucket County Registry of Deeds in Book 390, Page 189 (together with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated March 25, 2015, and recorded with said Deeds in Book 1477, Page 103.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

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

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

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

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Timothy J. Finn and Jacquelyn G. Finn ("Buyer")  
Parcel 7, Masquetuck Street,  
Nantucket, MA (Property)  
December 1, 2016 (Closing Date)

**Purchase Price:** \$ 7,300.00

**Less:**

Deposit \$ 00.00

**Plus:**

Payment in Lieu of Tax Adjustment  
12/1/16-6/30/17 \$ 16.96

Reimbursement of Town's Legal Fees \$ 875.00

**Net Amount Due Seller:** \$ 8,191.96

**Checks:**

Town of Nantucket \$ 8,191.96

**BUYER:**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Timothy J. Finn

By: \_\_\_\_\_  
Jacquelyn G. Finn

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

**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and MJB Realty, LLC, a Delaware limited liability company, having an address of 11421 Whippoorwill Road, Houston, Texas 77024, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises are comprised of two (2) parcels of land in Nantucket, Massachusetts shown as Parcel 2, Weweeder Avenue containing 4,400 square feet, more or less and Parcel 5, Masquetuck Street containing 4,000 square feet, more or less, shown on a plan of land entitled "Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Masquetuck Street, Weweeder Avenue," dated April 1, 2015, prepared by ACKME Survey, LLC, and recorded with Nantucket County Registry of Deeds as Plan No. 2015-32 (together, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this

agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 11 Pequot Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 18, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Eight Thousand Four Hundred and 00/100 Dollars (\$8,400.00), of which

\$ 0.00	was paid as a deposit
\$ 8,400.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

<hr/>	
\$ 8,400.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 1st day of December, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

In the case of SELLER:

MJB Realty, LLC  
11421 Whippoorwill Road  
Houston, Texas 77024

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

With a copy to:

John B. Brescher, Esq.  
Glidden & Glidden, P.C.  
37 Centre Street, P.O. Box 1079  
Nantucket, MA 02554  
(508) 228- 0771  
Facsimile: (508) 228- 6205

Vicki S. Marsh, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 11 Pequot Street and shown on Town Assessor's Map 80 as Parcel 18, previously acquired by Grantee by Deed filed with Nantucket Registry District of the Land Court as Document No. 150720 and noted on Certificate of Title No. 25959 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided,

subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court. Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.



QUITCLAIM DEED

**Parcel 2, Weweeder Avenue and Parcel 5, Masquetuck Street,  
Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Eight Thousand Four Hundred and 00/100 Dollars (\$8,400.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **MJB Realty, LLC**, a Delaware limited liability company, having an address of 11421 Whippoorwill Road, Houston, Texas 77024(the “Grantee”), with QUITCLAIM COVENANTS, two certain parcels of land in Nantucket, Massachusetts shown as Parcel 2, Weweeder Avenue and Parcel 5, Masquetuck Street, on a plan of land entitled “Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Masquetuck Street, Weweeder Avenue,” dated April 1, 2015, prepared by ACKME Survey, LLC and recorded with Nantucket County Registry of Deeds as Plan No. 2015-32 (the “Plan”). The premises hereby conveyed are portions of Weweeder Avenue and Masquetuck Street in Nantucket, Massachusetts. Parcels 2 and 5 contain respectively 4,400 square feet, more or less and 4,000 square feet, more or less of vacant land (the “Parcels”).

The Grantor’s conveyance of these Parcels is based in part on the Grantee’s warranty and representation to the Grantor that such Parcels shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 11 Pequot Street, in said Nantucket and shown on Town Assessor’s Map 80 as Parcel 18 previously acquired by Grantee by Deed filed with Nantucket Registry District of the Land Court as Document No. 150720 as noted on Certificate of Title No. 25959 (collectively with the Parcels, the “Combined Premises”), and that no part of such Parcels or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry district of the Land Court.. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcels have not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner

inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated July 22, 2015, and recorded with said Deeds in Book 1495, Page 340 and filed with said Registry District of the Land Court as Document No. 148913.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

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

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

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



## PURCHASE AND SALE AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### 1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Larry Post, Trustee of 27 Pequot Street Realty Trust under Declaration of Trust dated May 16, 2014 as evidenced by Trustee's Certificate Pursuant to M.G.L. c. 184, § 35 and recorded with Nantucket County Registry of Deeds in Book 1435, Page 182, having an address of 142 Marlborough Street, Boston, Massachusetts 02116, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

### 2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel 3, Masaquet Avenue and Masquetuck Street containing 7,400 square feet, more or less, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes in Nantucket, Mass., Prepared for Town of Nantucket, Masaquet Avenue, Masquetuck Avenue," dated November 30, 2014, prepared by Island Surveyors, LLC, and recorded with Nantucket County Registry of Deeds as Plan No. 2015-09(together, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

### 4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 27 Pequot Street Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 134, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Seven Thousand Four Hundred and 00/100 Dollars (\$7,400.00), of which

\$ 0.00	was paid as a deposit
\$ 7,400.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 7,400.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 1st day of December, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

In the case of SELLER:

Larry Post, Trustee of  
27 Pequot Street Realty Trust  
142 Marlborough Street  
Boston, MA 02116

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

With a copy to:

John B. Brescher, Esq.  
Glidden & Glidden, P.C.  
37 Centre Street, P.O. Box 1079  
Nantucket, MA 02554  
(508) 228- 0771  
Facsimile: (508) 228- 6205

Vicki S. Marsh, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 27 Pequot Street and shown on Town Assessor's Map 80 as Parcel 134, previously acquired by Grantee by Deed recorded with Nantucket County Registry of Deeds in Book 1435, Page 184 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written

permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

**ESCROW AGENT:**  
TOWN TREASURER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUYER: 27 Pequot Street Realty Trust**

\_\_\_\_\_

By: \_\_\_\_\_  
Larry Post, Trustee as aforesaid

\_\_\_\_\_

568976NANT 19712/0001

QUITCLAIM DEED

**Parcel 3, Masaquet Avenue and Masquetuck Street,  
Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Seven Thousand Four Hundred and 00/100 Dollars (\$7,400.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Larry Post, Trustee of 27 Pequot Street Realty Trust under a Declaration of Trust dated May 16, 2014 as evidenced by Trustee’s Certificate Pursuant to M.G.L. c. 184, §35 recorded with Nantucket County Registry of Deeds in Book 1435, Page 182**, having an address of 142 Marlborough Street, Boston, Massachusetts 02116(the “Grantee”), with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 3, Masaquet Avenue and Masquetuck Street, on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes in Nantucket, Mass., Prepared for Town of Nantucket, Masaquet Avenue, Masquetuck Avenue” dated November 30, 2014, prepared by Island Surveyors, LLC and recorded with Nantucket County Registry of Deeds as Plan No. 2015-09 (the “Plan”). The premises hereby conveyed are a portion of Masaquet Avenue and Masquetuck Street in Nantucket, Massachusetts and contains 7,400 square feet, more or less, of vacant land (the “Parcel”).

Said Parcel 3 is conveyed together with an easement over Parcel 2 as shown on said Plan on the existing driveway for purposes of vehicular and pedestrian access to and from 27 Pequot Street.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 27 Pequot Street, in said Nantucket and shown on Town Assessor’s Map 80 as Parcel 134 previously acquired by Grantee by Deed recorded with said Nantucket County Registry of Deeds in Book 1435, Page 184 (together with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart

from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated March 25, 2015, and recorded with said Deeds in Book 1477, Page 103.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

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

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

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

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Larry Post, Trustee of 27 Pequot Street Realty Trust ("Buyer")  
Parcel 3, Masaquet Avenue and Masquetuck Street,  
Nantucket, MA (Property)  
December 1, 2016 (Closing Date)

**Purchase Price:** \$ 7,400.00

**Less:**

Deposit \$ 00.00

**Plus:**

Payment in Lieu of Tax Adjustment  
12/1/16-6/30/17 \$ 16.96

Reimbursement of Town's Legal Fees \$ 875.00

**Net Amount Due Seller:** \$ 8,191.96

**Checks:**

Town of Nantucket \$ 8,191.96

**BUYER: 27 PEQUOT STREET REALTY  
TRUST**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Larry Post, Trustee

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

**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Elizabeth M. Shepard, Trustee of the Elizabeth M. Shepard Living Trust and Terrence D. Straub, Trustee of the Terrence D. Straub Living Trust, having an address of 1809 45<sup>th</sup> Street NW, Washington, D.C. 20007, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel A, Myles Standish Street containing 10,000 square feet, more or less, on a plan of land entitled "Plan to Acquire Land for General Municipal Purpose, Myles Standish Street, in Nantucket, Mass., Prepared for Town of Nantucket," dated March 2, 2011, prepared by Nantucket Surveyors, LLC, and recorded with Nantucket County Registry of Deeds as Plan No. 2011-27 (together, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this

agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 37 Pochick Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 201.1, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Ten Thousand and 00/100 Dollars (\$10,000.00), of which

\$ 0.00	was paid as a deposit
\$ 10,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 10,000.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 1st day of December, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Elizabeth M. Shepard and  
Terrence D. Straub  
1809 45<sup>th</sup> Street, NW  
Washington, D.C. 20007

With a copy to:

Sarah F. Alger, Esq.  
Sarah F. Alger, P.C.  
Two south Water Street  
Nantucket, MA 02554  
(508) 228-1118  
Facsimile: (508) 228-8004

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this

section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 37 Pochick Avenue, shown on Town Assessor's Map 80 as Parcel 201.1, and shown as Parcel "D" containing 76,400 square feet, more or less, on a plan of

land recorded with said Deeds as Plan No. 2015-91, being a portion of the property previously acquired by Grantee by Deed recorded with Nantucket County Registry of Deeds in Book 1374, Page 302 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the

Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

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569200NANT 19712/0001

**ESCROW AGENT:**  
TOWN TREASURER

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**BUYER:**

By: \_\_\_\_\_  
Elizabeth M. Shepard, Trustee of  
Elizabeth M. Shepard Living Trust

By: \_\_\_\_\_  
Terrence D. Straub, Trustee of  
Terrence D. Straub Living Trust

QUITCLAIM DEED

**Parcel A, Myles Standish Street,  
Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Ten Thousand and 00/100 Dollars (\$10,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Elizabeth M. Shepard, Trustee of the Elizabeth M. Shepard Living Trust, under a Declaration of Trust dated October 1, 2002, as amended and restated on June 17, 2011, evidenced by a Trust Instrument dated February 21, 2013 recorded with Nantucket County Registry of Deeds in Book 1374, Page 306 and Terrence D. Straub, Trustee of the Terrence D. Straub Living Trust under a Declaration of Trust dated October 1, 2002, as amended and restated on June 22, 2011, as evidenced by a Trust Instrument dated February 21, 2013 recorded with said Deeds in Book 1374, Page 314**, as tenants in common, of 1809 45<sup>th</sup> Street NW, Washington, D.C. 20007 (the "Grantee"), with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel A, Myles Standish Street, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Myles Standish Street, in Nantucket, Mass., Prepared for Town of Nantucket," dated March 2, 2011, prepared by Nantucket Surveyors, LLC and recorded with Nantucket County Registry of Deeds as Plan No. 2011-27 (the "Plan"). The premises hereby conveyed are a portion of Myles Standish Street in Nantucket, Massachusetts and contains 10,000 square feet, more or less, of vacant land (the "Parcel").

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 37 Pochick Avenue, in said Nantucket, shown on Town Assessor's Map 80 as Parcel 201.1 and shown as Parcel "D" containing 76,400 square feet more or less on a plan of land recorded with said Deeds as Plan No. 2015-91, being a portion of the property previously acquired by Grantee by Deed recorded with said Nantucket County Registry of Deeds in Book 1374, Page 302 (together with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and

prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated May 25, 2011, and recorded with said Deeds in Book 1281, Page 174.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

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

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

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

SETTLEMENT STATEMENT

Town of Nantucket (“Seller”)  
Elizabeth M. Shepard, Trustee of Elizabeth M. Shepard Living Trust and Terrence B.  
Straub, Trustee of Terrence B. Straub Living Trust (“Buyer”)  
Parcel A, Myles Standish Street,  
Nantucket, MA (Property)  
December 1, 2016 (Closing Date)

**Purchase Price:** \$ 10,000.00

**Less:**

Deposit \$ 00.00

**Plus:**

Payment in Lieu of Tax Adjustment  
12/1/16-6/30/17 \$ 21.20

Reimbursement of Town’s Legal Fees \$ 875.00

**Net Amount Due Seller:** \$ 10,896.20

**Checks:**

Town of Nantucket \$ 10,896.20

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

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

**BUYER: ELIZABETH M. SHEPARD  
LIVING TRUST**

By: \_\_\_\_\_  
Elizabeth M. Shepard, Trustee

**TERRENCE B. STRAUB  
LIVING TRUST**

By: \_\_\_\_\_  
Terrence B. Straub, Trustee

## PURCHASE AND SALE AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### 1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Claudine R. Wispelwey of 735 Northwood Avenue, Charlottesville, Virginia 22902, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

### 2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel 2, Holly Street and Pochick Avenue containing 9,200 square feet, more or less, on a plan of land entitled "Roadway Acquisition Plan in Nantucket, MA of Portions of Unconstructed Holly Street & Pochick Avenue," dated September 30, 2016, prepared by Bracken Engineering, Inc., and recorded with Nantucket County Registry of Deeds as Plan No. 2016-93 (together, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

### 4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the

time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 25 Woodbine Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 275, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Nine Thousand Two Hundred and 00/100 Dollars (\$9,200.00), of which

\$ 0.00	was paid as a deposit
\$ 9,200.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

<hr/>	
\$ 9,200.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 1st day of December, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Claudine R. Wispelwey  
735 Northwood Avenue  
Charlottesville, VA 22902

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to

a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 25 Woodbine Street and shown on Town Assessor's Map 80 as Parcel 275, previously acquired by Grantee by Deed recorded with Nantucket County Registry of Deeds in Book 1253, Page 138 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the

use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

**ESCROW AGENT:**  
TOWN TREASURER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUYER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Claudine R. Wispelwey

569009NANT 19712/0001

## QUITCLAIM DEED

### **Parcel 2, Holly Street and Pochick Avenue, Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Nine thousand Two Hundred and 00/100 Dollars (\$9,200.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Claudine R. Wispelwey**, of 735 Northwood Avenue, Charlottesville, Virginia 22902 (the "Grantee"), with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 2, Holly Street and Pochick Avenue, on a plan of land entitled "Roadway Acquisition Plan in Nantucket, MA of Portions of Unconstructed Holly Street & Pochick Avenue," dated September 30, 2016, prepared by Bracken Engineering, Inc., and recorded with Nantucket County Registry of Deeds as Plan No. 2016-93 (the "Plan"). The premises hereby conveyed are a portion of Holly Street and Pochick Avenue in Nantucket, Massachusetts and contains 9,200 square feet, more or less, of vacant land (the "Parcel").

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 25 Woodbine Street, in said Nantucket and shown on Town Assessor's Map 80 as Parcel 275 previously acquired by Grantee by Deed recorded with said Nantucket County Registry of Deeds in Book 1253, Page 138 (together with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated October 26, 2016, and recorded with said Deeds in Book 1562, Page 152.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

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

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

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

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Claudine R. Wispelwey ("Buyer")  
Parcel 2, Holly Street and Pochick Avenue,  
Nantucket, MA (Property)  
December 1, 2016 (Closing Date)

**Purchase Price:** \$ 9,200.00

**Less:**

Deposit \$ 00.00

**Plus:**

Payment in Lieu of Tax Adjustment  
12/1/16-6/30/17 \$ 19.08

Reimbursement of Town's Legal Fees \$ 875.00

**Net Amount Due Seller:** \$ 10,094.08

**Checks:**

Town of Nantucket \$ 10,094.08

**BUYER:**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Claudine R. Wispelwey

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

# Taking Plan

**NOTE:**

ALL AREAS ARE  
RECTANGLES

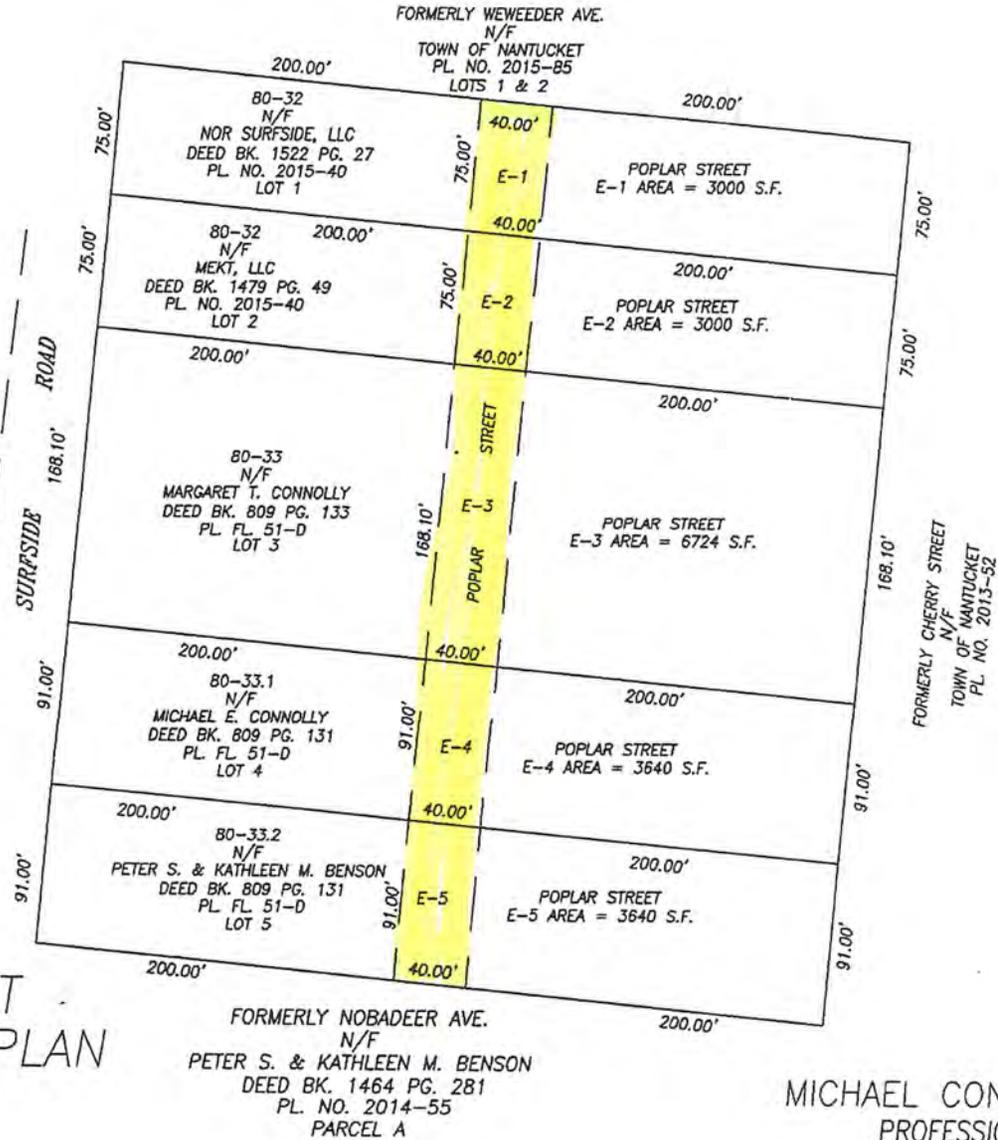
AS PER ARTICLE 101  
2011 ANNUAL TOWN MEETING



## POPLAR STREET EASEMENT AREA PLAN OF LAND IN NANTUCKET, MA.

SCALE: 1" = 100'

DATE: SEPTEMBER 26, 2016



MICHAEL CONNOLLY & ASSOC. INC.  
PROFESSIONAL LAND SURVEYORS  
150 SURFSIDE ROAD  
NANTUCKET, MASSACHUSETTS 02554  
508-228-8910

**Finance Committee**

**2 Seats Available; 2 Applicants**

1 Seat            Term Ends 2017

1 Seat            Term Ends 2018

**Current Committee Members:**

John E. Tiffany            2017

**VACANT            2017**

Joseph T. Grause, Jr.    2017

Peter A. McEachern      2018

David Worth, Jr.         2018

**VACANT            2018**

Clifford J. Williams      2019

Henry Sanford            2019

Stephen Maury            2019

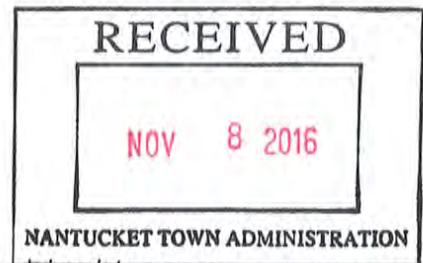
**Applicants:**

Christopher A. Glowacki

Joanna Roche



**TOWN OF NANTUCKET  
FINANCE COMMITTEE INTEREST FORM**  
For Appointment by the Board of Selectmen



Please return this form to the Town Administration offices by the advertised due date.  
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Christopher A. Glowacki Home Phone: 508-228-1087

Mailing Address: 4 Spinnaker Circle Alternate Phone: 203-945-7200

Email Address: Christopher.Glowacki@gmail.com Date Submitted: 11/8/2016

**REQUESTING APPOINTMENT TO FINANCE COMMITTEE**

(No member of the Finance Committee shall be a Town or County officer or directly interested in the expenditures of the Town's appropriations (Nantucket Code Chapter 11-1).

*Reasons for Committee Interest*

- Why are you interested in being on the Finance Committee?

I would like to contribute to the town leadership and I feel the Fin Com is the best fit for my experience and expertise. I believe I can make a contribution on the complex issues facing the town.

*Relevant Experience*

- What experience, skills or insight would you bring to the Finance Committee?
- What would you hope to accomplish on the Finance Committee?

I have an MBA with a concentration in corporate finance from The University of Michigan. I have worked in many corporations, large and small. A 1985 graduate of NHTS, I have a historical perspective of Nantucket. I am a big believer in the Town Meeting form of government and feel the Fin Com plays a vital role in its viability.

*Ability to Participate*

- Are you prepared to commit to the meeting schedule of the Finance Committee?
- Have you attended meetings of the Finance Committee and if so how many/how often?

I have three children in Nantucket schools and am available to meet year-round. I have attended a few FinCom meetings and several town meetings.

*Potential Conflicts*

- Please list any committees appointed by the Board of Selectmen, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

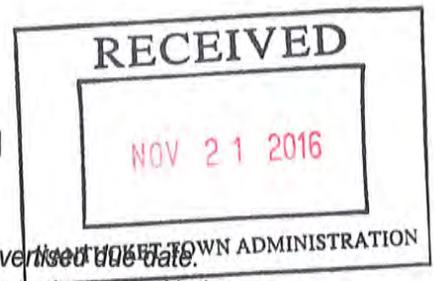
I am employed by Nantucket Cottage Hospital.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No.



**TOWN OF NANTUCKET  
FINANCE COMMITTEE INTEREST FORM**  
For Appointment by the Board of Selectmen



Please return this form to the Town Administration offices by the advertised due date.  
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Joanna Roche Home Phone: 413 441 4531

Mailing Address: PO Box 3772 Nantucket MA 02584 Alternate Phone: \_\_\_\_\_

Email Address: joanna.roche@thewestmoorclub.com Date Submitted: 11/21/16

**REQUESTING APPOINTMENT TO FINANCE COMMITTEE**

(No member of the Finance Committee shall be a Town or County officer or directly interested in the expenditures of the Town's appropriations (Nantucket Code Chapter 11-1).

*Reasons for Committee Interest*

- Why are you interested in being on the Finance Committee?

*I am interested in participating + contributing to the financial health + vision of Nantucket.*

*Relevant Experience*

- What experience, skills or insight would you bring to the Finance Committee?
- What would you hope to accomplish on the Finance Committee?

*I served on the Lenox (MASS) Fin Comm for 8 years, served also as the President of the Chamber of Commerce + moved to Nantucket 4 years ago*

*Ability to Participate*

- Are you prepared to commit to the meeting schedule of the Finance Committee? *Yes*
- Have you attended meetings of the Finance Committee and if so how many/how often? *No*

*My goal would be to add perspective of an experienced executive facing the challenges of living on Nantucket.*

*Potential Conflicts*

- Please list any committees appointed by the Board of Selectmen, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

*I am on the Board of the Theater Workshop*

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? *NO*

# **Fiscal Year 2017 Tax Classification Hearing**

*Presented by: Debbie Dilworth, MAA  
Assessor, Town of Nantucket  
Wednesday, November 30, 2016*

# Purpose of the Hearing

1. To determine the tax allocation by classification.
2. Adoption of a residential exemption.

1. The estimated tax levy for fiscal year 2017 is \$74,493,553. This amount is distributed by property class based on its proportionate, full and fair cash value (FFCV) share.

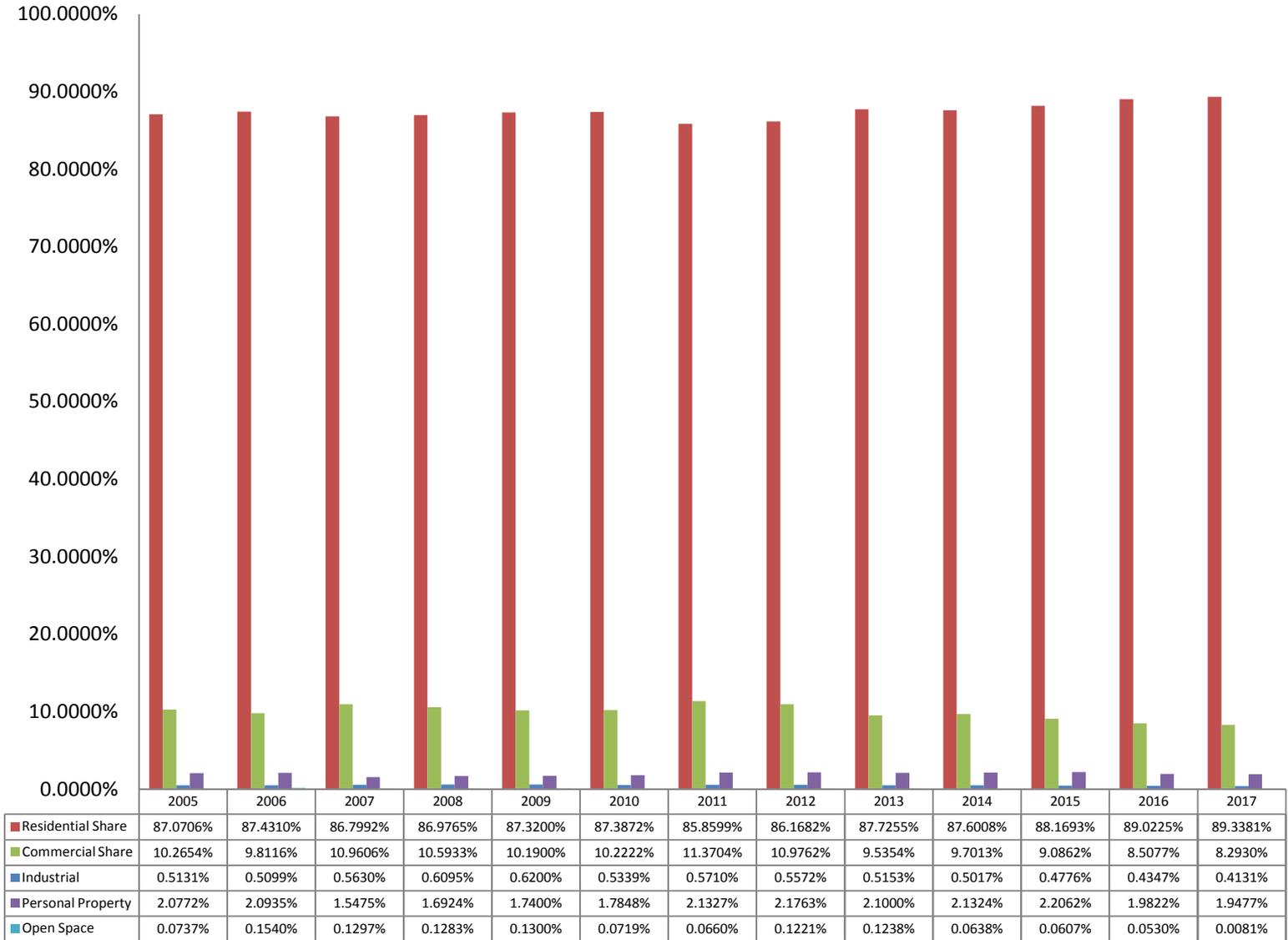
	<b>LA4 VALUES</b>
<b>Residential</b>	20,458,398,174
<b>Open Space</b>	1,862,400
<b>Commercial</b>	1,032,434,605
<b>Industrial</b>	51,432,021
<b>Pers Prop</b>	242,474,296
<b>Total</b>	21,786,601,496

	<b>FFCV PERCENTS</b>
<b>Res %</b>	93.9036
<b>OS %</b>	0.0085
<b>Com %</b>	4.7388
<b>Ind %</b>	0.2361
<b>P P %</b>	1.1130
<b>Total %</b>	100.0000

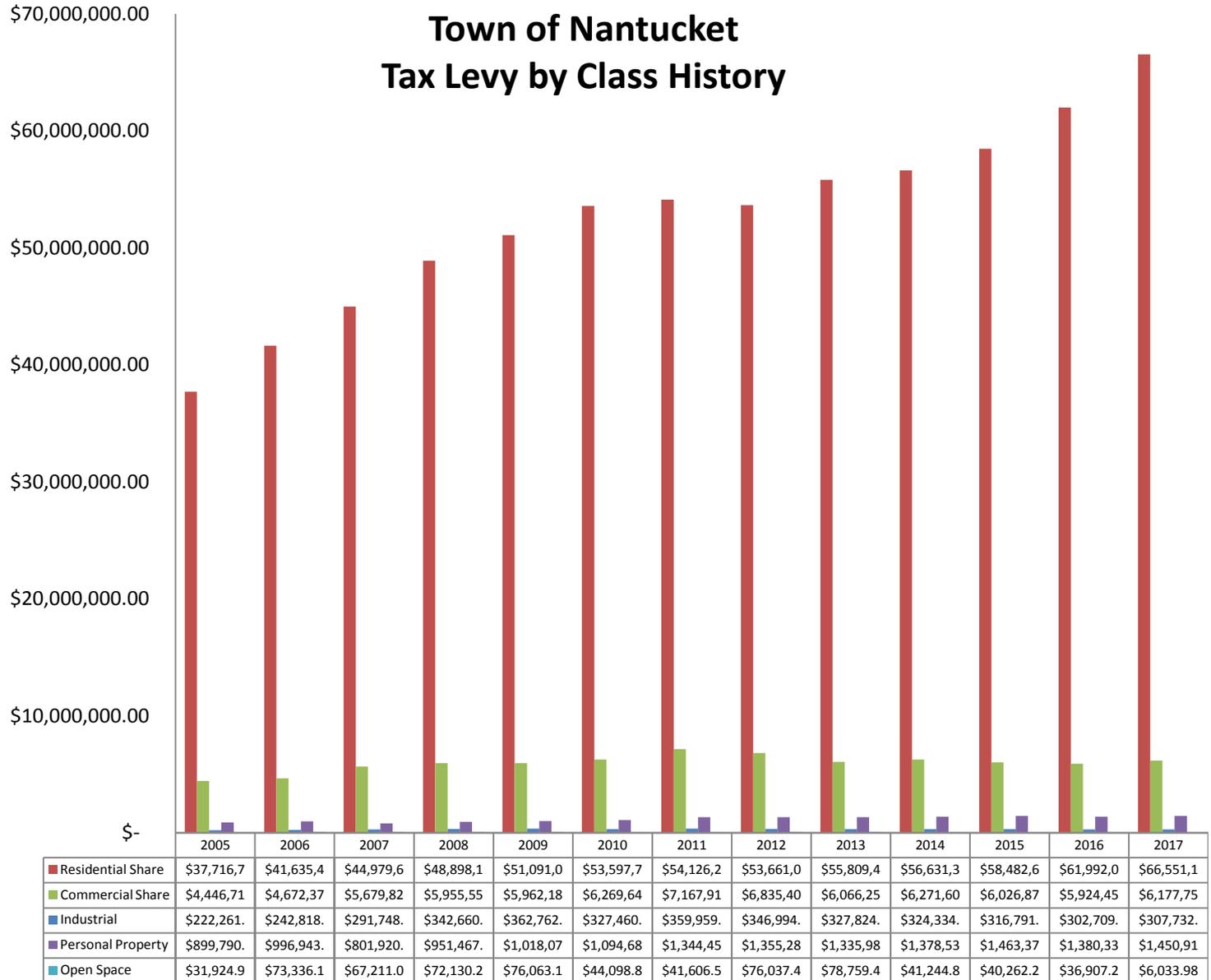
# Adoption of a shift redistributes the % of the levy to be raised by each class of property.

Class	Value	Levy		New Levy	
		Percentage	Shift	Percentage	
Residential	20,458,398,174	93.90%		<b>89.34%</b>	
Open Space	1,862,400	0.01%		<b>0.01%</b>	
<b>Subtotal</b>	<b>20,460,260,574</b>	<b>93.91%</b>		<b>89.35%</b>	
Commercial	1,032,434,605	4.74%	1.75	<b>8.29%</b>	
Industrial	51,432,021	0.24%	1.75	<b>0.41%</b>	
Personal	242,474,296	1.11%	1.75	<b>1.95%</b>	
<b>CIP Total</b>	<b>1,326,340,922</b>	<b>6.09%</b>		<b>10.65%</b>	
<b>Total</b>	<b>21,786,601,496</b>	<b>100.00%</b>		<b>100.00%</b>	

# Town of Nantucket Tax Shift History



## Town of Nantucket Tax Levy by Class History



Based on a shift of 1.75 the proposed tax rates for FY 2017 are:

	<b>FY 17</b>	<b>FY 16</b>	<b>Change</b>
Residential	3.39	3.36	(.03)
Open Space	3.24	3.22	(.02)
Commercial	5.98	5.93	(.05)

## 2. Residential Exemption

- MGL C. 59 section 5c allows a community to provide an exemption to taxpayers who own and occupy their dwelling as their primary residence.
- This exemption may not exceed 35%\* of the average value in the residential property class.
- The average residential value for Nantucket increased 8% between FY 2016 and 2017.

<b>FY 2017</b>	<b>FY 2016</b>
\$1,868,176	\$1,812,625

\*The Municipal Modernization Act that went into effect on November 7, 2016 amended MGL Ch 59 s.5C from 20 to 35%.

- The average residential tax bill with no exemption is projected to be:

<b>FY 2017</b>	<b>FY 2016</b>	<b>Difference</b>
\$6,333	\$6,090	\$430

- A vote to adopt a 20% exemption will result in a reduction of \$373,635 to the taxable value of each qualifying parcel or \$1,266 in tax.

<b>FY 17</b>	<b>FY 16</b>	<b>Difference</b>
\$1,868,176	\$1,812,625	\$55,551
(373,635)	(362,525)	11,110
\$1,494,541	\$1,450,100	\$44,441
\$ 5,066	\$ 4,872	\$ 194

# Tax Bills

- For the FY 2017 tax billing there are 2,209 parcels that are eligible for the residential exemption.
- The average value of these year round parcels is \$1,222,872 and the tax bills are projected to change as follows:

<b>FY 2017</b>	<b>FY 2016</b>	<b>Difference</b>
\$1,222,872	\$1,171,288	\$51,584
<b>\$ (373,635)</b>	<b>\$ (362,525)</b>	<b>\$11,110</b>
\$ 849,237	\$ 808,763	\$40,474
\$ 2,879	\$ 2,717	\$ 162

				Projected Bills FY 2017			FY 2016						
				Avg Res	Avg ResEx	Avg Com	Avg Res	Change	Avg ResEx	Change	Avg Com	Change	
				Tax Rates									
				CIP Shift	Res	Com							
0% ResEx													
	0	1.0000	3.42	3.42	\$6,389	\$4,182	\$6,031	\$6,090	\$299	\$2,717	\$1,465	\$10,623	-\$4,592
		1.2500	3.37	4.28	\$6,296	\$4,121	\$7,548	\$6,090	\$205	\$2,717	\$1,404	\$10,623	-\$3,075
		1.5000	3.31	5.13	\$6,184	\$4,048	\$9,047	\$6,090	\$93	\$2,717	\$1,331	\$10,623	-\$1,576
		1.7500	3.26	5.99	\$6,090	\$3,987	\$10,563	\$6,090	\$0	\$2,717	\$1,270	\$10,623	-\$60
20% ResEx													
	\$373,635	1.0000	3.57	3.42	\$6,669	\$3,032	\$6,031	\$6,090	\$579	\$2,717	\$315	\$10,623	-\$4,592
	\$373,635	1.2500	3.51	4.28	\$6,557	\$2,981	\$7,548	\$6,090	\$467	\$2,717	\$264	\$10,623	-\$3,075
	\$373,635	1.5000	3.45	5.13	\$6,445	\$2,930	\$9,047	\$6,090	\$355	\$2,717	\$213	\$10,623	-\$1,576
	\$373,635	1.7500	3.39	5.99	\$6,333	\$2,879	\$10,563	\$6,090	\$243	\$2,717	\$162	\$10,623	-\$60
25% ResEx													
	\$467,044	1.0000	3.60	3.42	\$6,725	\$2,721	\$6,031	\$6,090	\$635	\$2,717	\$4	\$10,623	-\$4,592
	\$467,044	1.2500	3.55	4.28	\$6,632	\$2,683	\$7,548	\$6,090	\$542	\$2,717	-\$34	\$10,623	-\$3,075
	\$467,044	1.5000	3.49	5.13	\$6,520	\$2,638	\$9,047	\$6,090	\$430	\$2,717	-\$79	\$10,623	-\$1,576
	\$467,044	1.7500	3.43	5.99	\$6,408	\$2,592	\$10,563	\$6,090	\$317	\$2,717	-\$125	\$10,623	-\$60
30% ResEx													
	\$560,453	1.0000	3.64	3.42	\$6,800	\$2,411	\$6,031	\$6,090	\$710	\$2,717	-\$306	\$10,623	-\$4,592
	\$560,453	1.2500	3.58	4.28	\$6,688	\$2,371	\$7,548	\$6,090	\$598	\$2,717	-\$346	\$10,623	-\$3,075
	\$560,453	1.5000	3.52	5.13	\$6,576	\$2,332	\$9,047	\$6,090	\$486	\$2,717	-\$385	\$10,623	-\$1,576
	\$560,453	1.7500	3.47	5.99	\$6,483	\$2,299	\$10,563	\$6,090	\$392	\$2,717	-\$418	\$10,623	-\$60
35% ResEx													
	\$653,862	1.0000	3.68	3.42	\$6,875	\$2,094	\$6,031	\$6,090	\$784	\$2,717	-\$623	\$10,623	-\$4,592
	\$653,862	1.2500	3.62	4.28	\$6,763	\$2,060	\$7,548	\$6,090	\$672	\$2,717	-\$657	\$10,623	-\$3,075
	\$653,862	1.5000	3.56	5.13	\$6,651	\$2,026	\$9,047	\$6,090	\$560	\$2,717	-\$691	\$10,623	-\$1,576
	\$653,862	1.7500	3.50	5.99	\$6,539	\$1,992	\$10,563	\$6,090	\$448	\$2,717	-\$725	\$10,623	-\$60

\*Yellow cells indicate projections with same shift (1.75) and residential exemption adopted for FY 16 (20%)

Note: Only the Residential Class is affected by the changes to the residential exemption

# **6 Fairgrounds Road Affordable / Workforce Year Round Housing RFP Discussion**

## **Board of Selectmen**

November 30<sup>th</sup>, 2016

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**Tucker Holland**

Independent Housing Consultant

**On behalf of the 6FG Workgroup**

**Libby Gibson, Dawn Hill Holdgate, Matt Fee, Andrew Vorce**

# Agenda

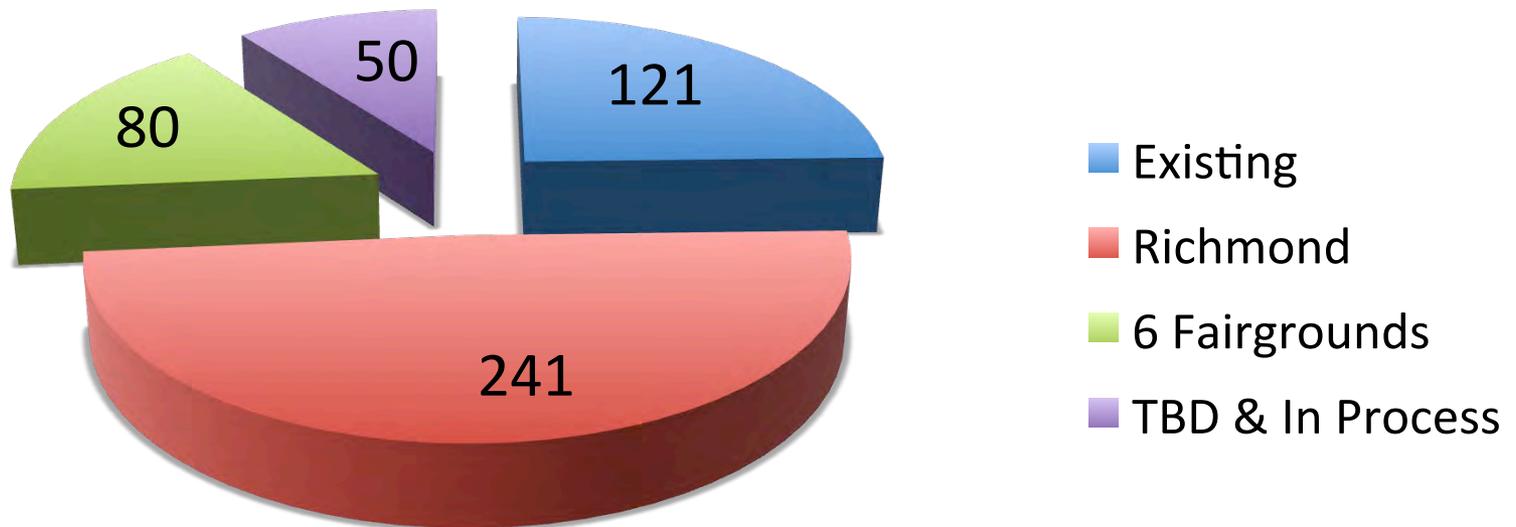
- Goals
- Site
- 6 FG RFP Workgroup & Resources
- Scenarios Considered
- RFP Recommendations
- Pro Forma Example
- Possible Warrant Articles
- Next Steps

# Goals

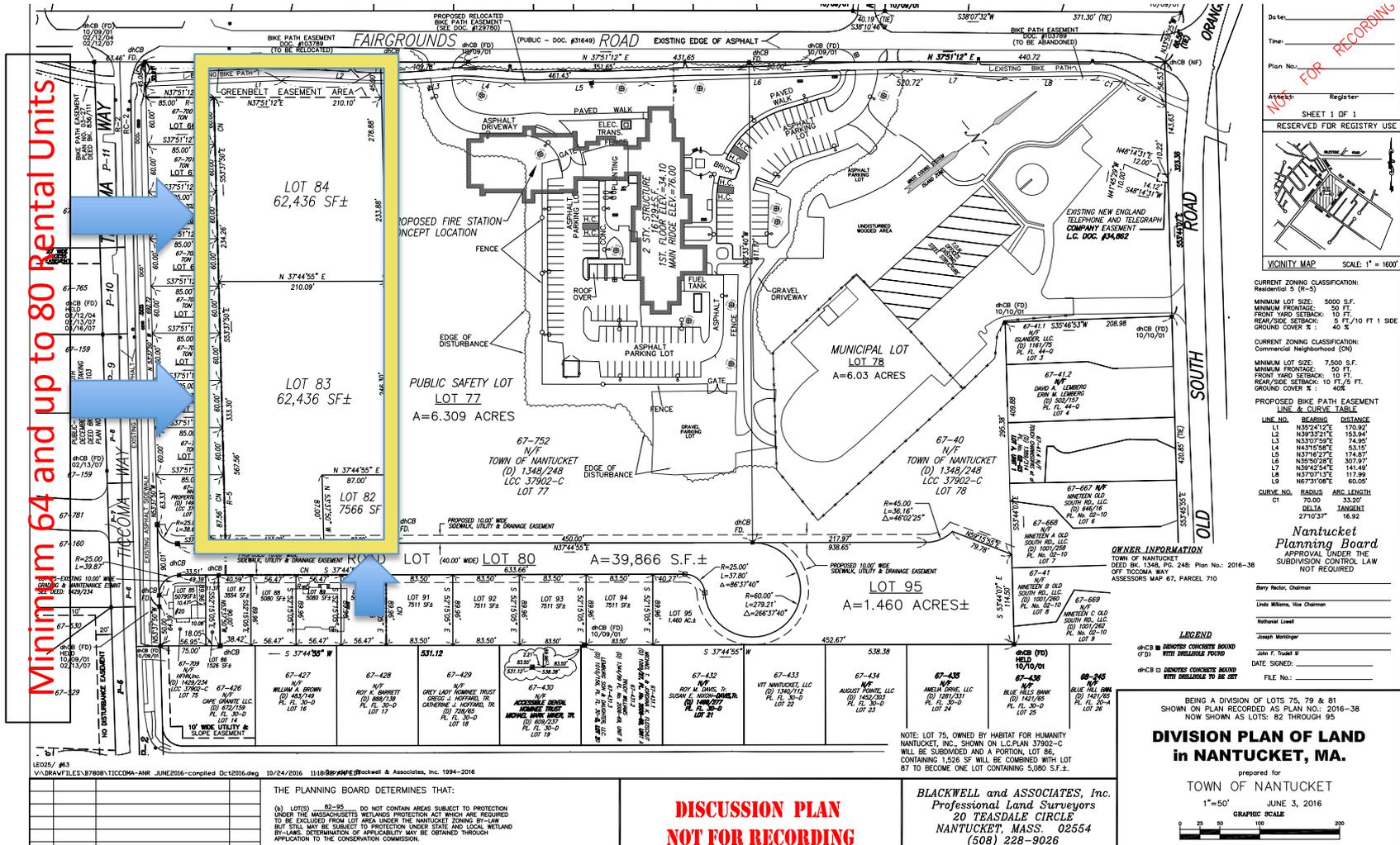
- Development of workforce / affordable housing at 6 Fairgrounds Road in accordance with past ATM authorizations
  - Town employee consideration
  - All units on SHI list
  - Minimal Town subsidy beyond long-term ground lease at potentially nominal expense
- Development of seasonal housing for municipal employees
  - File Sub Bid law (c. 149); would require the payment of prevailing wages
  - Hire a designer to prepare the plans and specifications, issue an invitation for bid in compliance with c. 149, and award the contract to the lowest responsible and eligible bidder
  - Subject to funding

# Subsidized Housing Inventory

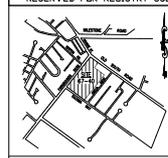
**Getting to 10% State Requirement - 491  
(presently at 2 ½%)**



# Site



Date: \_\_\_\_\_  
 Time: \_\_\_\_\_  
 Plan No.: \_\_\_\_\_  
 Register: \_\_\_\_\_  
 SHEET 1 OF 1  
 RESERVED FOR REGISTRY USE



CURRENT ZONING CLASSIFICATION:  
 Residential S (R-3)

MINIMUM LOT SIZE: 5000 S.F.  
 MINIMUM FRONTAGE: 50 FT.  
 FRONT YARD SETBACK: 10 FT.  
 REAR YARD SETBACK: 5 FT./10 FT 1 SIDE  
 GROUND COVER %: 40 %

CURRENT ZONING CLASSIFICATION:  
 Commercial Neighborhood (CN)

MINIMUM LOT SIZE: 7500 S.F.  
 MINIMUM FRONTAGE: 50 FT.  
 FRONT YARD SETBACK: 10 FT.  
 REAR YARD SETBACK: 10 FT./5 FT.  
 GROUND COVER %: 40 %

PROPOSED BIKE PATH EASEMENT  
 LINE & CURVE TABLE

LINE NO.	BEARING	DISTANCE
L1	N35°24'12"E	170.92'
L2	N43°21'27"E	153.84'
L3	N33°07'59"E	74.80'
L4	N43°15'07"E	153.15'
L5	N37°48'27"E	174.87'
L6	N43°02'29"E	303.97'
L7	N39°42'54"E	141.49'
L8	N37°01'17"E	117.89'
L9	N67°31'08"E	60.05'
C1	70.00'	33.20'
	DELTA	ANGMENT
	27°10'37"	16.92

**Nantucket Planning Board**  
 APPROVAL UNDER THE  
 SUBVERSION CONTROL LAW  
 NOT REQUIRED

Barry Reister, Chairman  
 Liane Williams, Vice Chairman  
 National Members: No Chequon

**LEGEND**

○ CHB (FD) MONOTON CONCRETE BOUND  
 (TD) PTD BRICKLAYER BOUND

○ CHB (S) MONOTON CONCRETE BOUND  
 WITH BIRLLABLE TO BE SET

John F. Trullis II  
 DATE SIGNED: \_\_\_\_\_  
 FILE NO.: \_\_\_\_\_

# 6 FG RFP Workgroup & Advisers

- 6FG Housing RFP workgroup
  - Libby Gibson, Town Manager
  - Dawn Hill Holdgate, BOS Vice Chair
  - Matt Fee, BOS Member
  - Andrew Vorce, Director of Planning
  - Tucker Holland, Independent Housing Consultant
- Consultant
  - Ed Marchant (RE & 40B consultant; Harvard Kennedy School Adjunct Professor)
- Seasonal Resident and Affordable Housing Expert
  - Doug Abbey (RE Developer; board member of Bridges – nonprofit developer of affordable in CA; Stanford Graduate School of Business Adjunct Professor)
- Massachusetts Housing Partnership
  - Laura Shufelt (Community Assistance Manager)
- Legal
  - John Giorgio, Vicki Marsh and Lee Smith (Town Counsel – KP Law)
  - Margaux LeClair (DHCD)

# Scenarios Considered

- Town developing the project itself
  - Prevailing wage considerations
  - Limited to little track record at managing significant residential facilities
  - Likelihood of securing tax credits and other eligible funding
  - Aspen, CO
    - Facing ongoing maintenance / funding challenges today
- Third party developer and long term ground lease
  - Experience & expertise
  - Access to subsidy programs

# Recommendations

- Issue RFP for third party / parties to build and manage
- All units must qualify for SHI Listing
- Allow for the developer to utilize Low Income Housing Tax Credit (LIHTC) and other attractive subsidy programs available
- Work with developer and DHCD to address municipal employee allocation desire, *yet do not require a certain %*
- Allow developer to utilize friendly 40B process to go up to 80 units for site
- Allow developers to propose ground lease terms
- Determine review team
  - Seven members proposed

# Recommendations

- Minimum of 64 units – Maximum of 80 units
- Local Zoning or friendly 40B option
  - In cooperation with the Town
- 99 year lease length
- Mix income level
  - Strongly encouraged to tap in to available subsidies
  - Example:
    - 40% at 60% AMI or less
    - 30% at 80% AMI or less
    - 20% at 120% AMI or less
    - 10% Market Rate
- 70% Local Preference
  - Incorporates municipal employees

# AMI Limits – Affordable & Workforce

<b>Nantucket County, MA</b>								
<b>MassHousing WORKFORCE HOUSING (Opportunity Fund) PROGRAM</b>								
<b>INCOME AND RENT LIMITS</b>								
<b>(Effective Date: 03/28/2016 for 2016)</b>								
<b>INCOME LIMITS</b> (For HUD's Assisted Housing Programs and Multifamily Tax Subsidy Projects - "MTSP")								
	<b>1 PERSON</b>	<b>2 PERSON</b>	<b>3 PERSONS</b>	<b>4 PERSONS</b>	<b>5 PERSONS</b>	<b>6 PERSONS</b>	<b>7 PERSONS</b>	<b>8 PERSONS</b>
<b>Nantucket County Area MEDIAN:</b>	<b>\$94,900</b>							
<b>STANDARD Adjustment for Family Size:</b>	\$66,430	\$75,920	\$85,410	\$94,900	\$102,492	\$110,084	\$117,676	\$125,268
<b>Percent of Median:</b>	70%	80%	90%	100%	108%	116%	124%	132%
<b>50% of MEDIAN "VERY LOW INCOME" <sup>1</sup></b>								
<b>Published Limits:</b>	\$33,250	\$38,000	\$42,750	\$47,450	\$51,250	\$55,050	\$58,850	\$62,650
<b>60% of MEDIAN - "MTSP" (Multifamily Tax Subsidy Projects) - LIHTC Limits</b>								
<b>Published Limits:</b>	\$39,900	\$45,600	\$51,300	\$56,940	\$61,500	\$66,060	\$70,620	\$75,180
<small>120% of 50% (60%/50%) [Round to \$10.]</small>								
<b>65% of MEDIAN "WORKFORCE HOUSING" - MassHousing Program Limits</b>								
<b>Per Program Formula</b>	\$43,250	\$49,400	\$55,600	\$61,700	\$66,650	\$71,600	\$76,550	\$81,450
<small>130% of 50% (65%/50%) [Roundup to \$50.]</small>								
<b>70% of MEDIAN - NEF Ch. 40B</b>								
<small>Lower of Published 80% or 70% (140% of 50%):</small>	\$46,550	\$53,200	\$59,850	\$66,430	\$71,750	\$77,070	\$82,390	\$87,710
<small>140% of 50% (70%/50%) [Round to \$10.]</small>	\$46,550	\$53,200	\$59,850	\$66,430	\$71,750	\$77,070	\$82,390	\$87,710
<small>DHCD Homeownership (70% of 80% Converted to 100%):</small>	\$46,463	\$53,069	\$59,719	\$66,325	\$71,663	\$76,956	\$82,250	\$87,588
<b>70% of MEDIAN "WORKFORCE HOUSING" - MassHousing Program Limits</b>								
<b>Per Program Formula</b>	\$46,550	\$53,200	\$59,850	\$66,450	\$71,750	\$77,050	\$82,400	\$87,700
<small>140% of 50% (70%/50%) [Round to \$50.]</small>								
<b>80% of MEDIAN "LOW INCOME" <sup>2</sup> - (For HUD's Assisted Housing Programs and Massachusetts 40B)</b>								
<b>Published Limits:</b>	\$53,100	\$60,650	\$68,250	\$75,800	\$81,900	\$87,950	\$94,000	\$100,100
<b>80% of MEDIAN "WORKFORCE HOUSING" <sup>3</sup> - MassHousing Program Limits</b>								
<b>Greater of HUD Published 80% or Uncapped 80%:</b>	\$53,200	\$60,800	\$68,400	\$75,900	\$82,000	\$88,100	\$94,150	\$100,250
<small>Uncapped = 180% of 50% (80%/50%) [Round to \$50.]</small>								
<b>"WORKFORCE HOUSING" - MassHousing Program Limits</b>								
<b>90% of MEDIAN</b>								
<small>180% of 50% (90%/50%) [Round to \$50.]</small>	\$59,850	\$68,400	\$76,950	\$85,400	\$92,250	\$99,100	\$105,950	\$112,750
<b>100% of MEDIAN</b>								
<small>Lesser of 200% of 50% (100%/50%) or actual 100%:</small>	\$66,450	\$75,900	\$85,400	\$94,900	\$102,500	\$110,100	\$117,700	\$125,250
<small>[Round to \$50.]</small>								
<b>110% of MEDIAN</b>								
<small>220% of 50% (110%/50%) [Round to \$50.]</small>	\$73,150	\$83,600	\$94,050	\$104,400	\$112,750	\$121,100	\$129,450	\$137,850
<b>120% of MEDIAN</b>								
<small>240% of 50% (120%/50%) [Round to \$50.]</small>	\$79,800	\$91,200	\$102,600	\$113,900	\$123,000	\$132,100	\$141,250	\$150,350

# Monthly Expenditure

## Nantucket County, MA

MassHousing WORKFORCE HOUSING (Opportunity Fund) PROGRAM

### INCOME AND RENT LIMITS

(Effective Date: 03/28/2016 for 2016)

#### AFFORDABLE RENT LIMITS (Including MTSP)

Calculation of Rent: (Based on 1.5 Persons / BR)	STUDIO		1 BEDROOM		2 BEDROOM		3 BEDROOM		4 BEDROOM		5 BEDROOM	
	1 Person Limit / 12 x 30% - Round Down	1 Pers.+ 2 Pers. Limit / 2 / 12 x 30% - Round Down	3 Person Limit / 12 x 30% - Round Down	4 Pers.+ 5 Pers. Limit / 2 / 12 x 30% - Round Down	6 Person Limit / 12 x 30% - Round Down	7 Pers.+ 8 Pers. Limit / 2 / 12 x 30% - Round Down						
<b>30% of 50% of MEDIAN "VERY LOW INCOME"</b>												
RENTS (Per Published Limits):	\$831	\$890	\$1,068	\$1,233	\$1,376	\$1,518						
<b>30% of 60% of MEDIAN - "MTSP" (Multifamily Tax Subsidy Projects) - LIHTC Rent Limits</b>												
RENTS (Per Published Limits):	\$997	\$1,068	\$1,282	\$1,480	\$1,651	\$1,822						
<b>30% of 65% of MEDIAN "WORKFORCE HOUSING" - MassHousing Program Limits</b>												
RENTS (Per Program Formula):	\$1,081	\$1,158	\$1,390	\$1,604	\$1,790	\$1,975						
Based on 50% Limits												
<b>30% of 70% of MEDIAN</b>												
NEF Ch. 40B	\$1,163	\$1,246	\$1,496	\$1,727	\$1,926	\$2,126						
<b>30% of 70% of MEDIAN "WORKFORCE HOUSING" - MassHousing Program Limits</b>												
RENTS (Per Program Formula):	\$1,163	\$1,246	\$1,496	\$1,727	\$1,926	\$2,126						
Based on 50% Limits												
<b>30% of 80% of MEDIAN "LOW INCOME" - (For HUD's Assisted Housing Programs &amp; New Massachusetts 40B)</b>												
RENTS (Per Published Limits):	\$1,327	\$1,421	\$1,706	\$1,971	\$2,198	\$2,426						
<b>30% of 80% of MEDIAN "WORKFORCE HOUSING" - MassHousing Program Limits</b>												
RENTS (Per Program Formula):	\$1,330	\$1,425	\$1,710	\$1,973	\$2,202	\$2,430						
(Greater of HUD Published 80% or Uncapped 80%)												
<b>"WORKFORCE HOUSING" - MassHousing Program Limits</b>												
<b>30% of 90% of MEDIAN:</b>	\$1,496	\$1,603	\$1,923	\$2,220	\$2,477	\$2,733						
Based on 50% Limits												
<b>30% of 100% of MEDIAN:</b>	\$1,661	\$1,779	\$2,135	\$2,467	\$2,752	\$3,036						
Based on 50% Limits												
<b>30% of 110% of MEDIAN:</b>	\$1,828	\$1,959	\$2,351	\$2,714	\$3,027	\$3,341						
Based on 50% Limits												
<b>30% of 120% of MEDIAN:</b>	\$1,995	\$2,137	\$2,565	\$2,961	\$3,302	\$3,645						
Based on 50% Limits												
<b>FY 2017 SECTION 8 FAIR MARKET RENTS (FMR'S)</b>												
Section 8 FMR's (As Published):	\$978	\$1,135	\$1,310	\$1,703	\$1,906	\$2,192						
Effective 10/01/2016												

# Pro Forma – Summary Example

- Sources

- Federal LIHTC (9% tax credits) - \$ 10.5m
- State LIHTC - \$ 3.7m
- Affordable Housing Trust Fund \$ 1m
- Housing Stabilization Fund \$ 1m
- HOME Investment Partnership Program \$ 550k
- Permanent Debt Financing \$ 8.7m

Total = \$ 25.45m

- Uses

- Soft Costs \$ 2.9k
- Site Work \$ 3.5m
- Construction \$ 13.5m
- Fees \$ 2.8m
- Contingency (10%) \$2.2m

Total = \$ 24.9m

# Evaluation Criteria

- Design – harmony with Nantucket aesthetic and conformity with other uses on municipal site
- Landscaping
- Recreation space
- Energy efficiency
- Quality of ongoing management
- Cost to the Town

# Warrant Articles

For possible consideration:

- Height restriction modification for CN zoning?
  - 30' may be limiting
- Consider moving parcel into CMI district?

# Next Steps

- BOS direction / policy setting for RFP provisions
- RFP refinement for issuance
  
- Basic road lot clearing w/o November 7 – complete
  - Next: RFP for stump removal, grading, utility installation
- Issue Year Round RFP – January 11, 2017
- Interested Parties Site Visit February 4, 2017
- RFP responses due March 22, 2017
- Proposal presentations: April 5 & 6, 2017
- Target Award Date: by April 28, 2017
  
- Separate RFP for seasonal dormitory product
- Funding identification
  - Town project
  - Prevailing wage

TOWN OF NANTUCKET  
REQUEST FOR PROPOSALS (RFP)  
FOR  
MIXED-INCOME HOUSING DEVELOPMENT AT 6 FAIRGROUNDS ROAD

**IMPORTANT DATES**

RFP Issuance: **Wednesday, January 11, 2017**

Pre-Proposal Meeting / Site Tour\*: **Wednesday, February 1, 2017 – 10:30 a.m. to 1:30 p.m.**

Inquiries Deadline\*\*: **Wednesday, February 15, 2017 at 1:00 p.m.**

Proposal Submission Deadline: **Wednesday, March 22, 2017 at 1:00 p.m.**

Proposal Presentations: **Wednesday, April 5, 2017 and Thursday, April 6, 2017**

*Note: all respondents to the RFP who meet Minimum Threshold Criteria will be asked to present their project proposal to the Review Committee*

Developer Selection: **intended to be made by Friday, April 29, 2017**

*\* Those parties considering making a proposal are strongly encouraged to attend the Pre-Proposal Meeting / Site Tour. There will be an opportunity in a group setting for questions to be asked and answered. The Town will send summary minutes of the Meeting to all those registered; however, the Town is not responsible for making sure all aspects of the meeting and group discussion are relayed to anyone not in attendance at this site visit.*

*Site Tour Registration Deadline: **Friday, January 27, 2016 at 1:00 p.m.***

*Note: Alternate Weather Date for Site Tour: **Friday, February 3, 2017 – 10:30 a.m. to 1:30 p.m.***

*\*\* Note that the Inquiries Deadline date is also the deadline date to indicate your interest to be a Registered Proposer. Please see Section II below.*

**I. Request for Proposals**

The Town of Nantucket (the “Town”) is seeking proposals from qualified developers for the development and ongoing management of at least sixty-four (64) and no more than eighty (80) units of mixed-income rental housing on approximately three (3) acres of Town-owned land located at 6 Fairgrounds Road and Ticcoma Way, Nantucket (Lots 82, 83 and 84 as shown in Attachment A – the “Property”). The 2015 Annual Town Meeting authorized the Board of Selectmen to lease the property for affordable housing purposes and for roadway, access and utility purposes to serve said housing. The Town intends to enter into a long-term ground lease and a development agreement with the selected proposer requiring the developer to construct mixed-income housing thereon and restricting the use of the Property for such uses to serve said housing, with all affordable units restricted for such use in perpetuity.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to develop and manage a residential development project that best addresses the needs and goals

of the community as described in this RFP. The most highly advantageous proposal from the proposer deemed most responsive and responsible, taking into consideration all evaluation criteria set forth in the RFP, will be selected. The Town anticipates that proposers and/or members of their respective development teams will have demonstrated successful experience with developing and maintaining affordable and mixed-income rental housing, as well as securing subsidies ~~and supportive services~~ for such development.

## II. Proposal Submission and Selection Process

The Town has determined that the award of this contract is subject to M.G.L. c. 30B, known as the Uniform Procurement Act. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference.

Proposals will be opened publicly at **10:00 a.m.** on **Thursday, ~~March 23, February 9,~~ 2017**. A proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for opening of proposals. After the opening, a proposer may not change any provision of the proposal. All proposals must be received by **1:00 p.m.** on **Wednesday, ~~March 22, February 8,~~ 2017**. Submissions must include a clearly marked original proposal plus twelve (12) unbound, organized, and easily copied copies, including an electronic copy on a CD or flash drive. Proposals should be submitted to:

**Town of Nantucket**  
**Attn: Town Manager / 6 Fairgrounds Road Nantucket Proposal**  
**16 Broad Street**  
**Nantucket, MA 02554**

Proposals received after this time will not be accepted. Proposals should be marked "6 Fairgrounds Road Nantucket Proposal" and must include all required documents, completed and signed by a duly authorized signatory. To be considered a complete proposal, proposals must include the following:

1. Cover page labeled "6 Fairgrounds Road Nantucket Proposal". The cover page should also identify the development entity, the primary contact person and all contact information;
2. One clearly marked original and twelve (12) copies of the proposal with required attachments in an unbound, organized and easily copied format; and
3. An electronic version of the complete proposal submission on a CD or flash drive.

**The Town reserves the right to reject any or all proposals or to cancel this ~~RFP Request for Proposals~~ if in the Town's sole discretion it is determined to be in the best interest of the Town.**

All inquiries should be made via e-mail and directed to: the Town Manager, ([townmanager@nantucket-ma.gov](mailto:townmanager@nantucket-ma.gov)) no later than **1:00 p.m., Wednesday, January 15, 2017**. Inquiries should have a subject line entitled: *6 Fairgrounds Road Nantucket RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries and responses will be shared with all Registered Proposers via e-mail.

In order to receive answers to all inquiries and any RFP amendments, interested parties must be registered as a Registered Proposer with the Town. To register as a potential respondent, please e-mail the Town Manager ([townmanager@nantucket-ma.gov](mailto:townmanager@nantucket-ma.gov)) no later than **Wednesday, ~~February~~January 15, 2017 at 1:00 p.m.** with your name, organization, contact e-mail and indicate in the subject line: *Registered Proposer – 6 Fairgrounds Road Nantucket RFP*. As inquiries are made, answers will be provided as expeditiously as possible to all Registered Proposers at the time.

Each responsive proposal will be evaluated first for compliance with the minimum threshold criteria. Proposals satisfying minimum threshold criteria will then be evaluated according to the criteria set forth in Attachment B – the “Evaluation Criteria”.

The Town makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

Proposers’ Responsibility for Due Diligence: *Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.*

### III. Site Tour and Briefing

Interested proposers are strongly encouraged to attend an on-site briefing session on **Wednesday February ~~1,4~~ 2017 from 10:30 a.m. to 1:30 p.m.** at the Nantucket Public Safety Facility, 4 Fairgrounds Road, Nantucket, MA 02554. Note: Alternate weather date: **Friday, February 3, 2017 – 10:30 a.m. to 1:30 p.m.** Registration to attend the briefing is required no later than **1:00 p.m. on Friday, January 27 2016**. To register, or for additional information related to the site visit only, contact Tucker Holland, the Town’s Independent Housing Consultant, at [acktownconsultant@gmail.com](mailto:acktownconsultant@gmail.com).

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The site tour and briefing will be an opportunity in a group setting for questions to be asked and answered. The Town will send summary minutes of the Meeting to all those registered; however, the Town is not responsible for making sure all aspects of the meeting and group discussion are relayed to anyone not in attendance at this Site Tour.

Following the Site Tour, the Town reserves the right to amend the RFP criteria.

#### **IV. Development Objectives**

The Town is seeking proposals to build and maintain a minimum of sixty-four (64) year-round rental units on the site pursuant to the Nantucket Zoning Bylaw or a maximum of eighty (80) year-round rental housing units to be approved by the Board of Selectmen prior to the submission to the Zoning Board of Appeals for a Comprehensive Permit pursuant to M.G.L. c. Chapter 40B. Any 40B Project Eligibility Letter Application, any Comprehensive Permit Application and any modifications to an approved 40B project must be acceptable to the Board of Selectmen. Mixed-income, energy efficiency and maintainability of the building(s) are requirements. Seventy percent (70%) of all rental units shall be rented at initial occupancy and on an ongoing basis subject to a Local Preference (including current Town residents, employees of the Town, employees of businesses and nonprofits based in the Town, and households whose children attend Town schools) subject to any applicable federal, state or local rules and to the extent permitted by law and Department of Community Development (DHCD) Regulations.

It is the Town's desire to achieve, an overall bedroom mix, including the maximum number of studio and one bedroom units which will be permitted based on the site's capacity, good site planning, storage and landscaping and recreation considerations, and the market and financial feasibility of a mixed-income affordable rental project, and which will receive DHCD approval.

The development will be subject to a Ground Lease (see example in Attachment C) and Development Agreement (see example in Attachment D) in forms that are acceptable to the Town. A form Ground Lease and Development Agreement are attached hereto as Attachments C and D respectively.

#### **Affordability**

At a minimum, the affordability mix for the property must satisfy the requirements of DHCD in order for all units in the rental development to be eligible for inclusion in Nantucket's Subsidized Housing Inventory ("SHI") on the state SHI Listing.

The Town's desire is to accomplish a mixed income project, while considering the findings of the 2015 Workforce Housing Needs Assessment (see Attachment E) and the recently certified Housing Production Plan (see Attachment F), and while not required, suggest the following income mix,

- 40% of units to be restricted and affordable to households earning at 60% of Area Medium Income or less

- 30% of units to be restricted and affordable to households earning at 80% of Area Medium Income
- 20% of units to be restricted and affordable to households earning at 120% of Area Medium Income or less
- 10% of units to be rented at Fair Market rates without any restrictions on household income

Note: The Town acknowledges that certain state and/or federal housing programs may require adjustments to the suggested income mix.

Area Median Income (“AMI”) for Nantucket County will be based upon the income data published annually by the U.S. Department of Housing and Urban Development (HUD), adjusted for household size, as well as the data published annually by MassHousing for Workforce Housing subsidy eligibility. The affordable units shall be restricted to affordable housing purposes in perpetuity ~~or for the longest period allowed by law~~, through an affordable housing restriction running to and enforceable by the Town. To the extent permitted by law and subject to the approval by DHCD, the selected proposer shall give Local Preference (as noted above) in the proposed lottery. The Town will assist the Subsidizing Agency by providing documentation of the need for its local preference criteria. The Town is interested in achieving its preferred affordability mix, but not at the risk of adversely impacting the immediate and long-term economic feasibility of the project. The proposer should include a clear analysis as to the levels of affordability and the rationale to support the proposed unit and income mix.

### Unit Types

The development should reflect the Nantucket community aesthetic and provide housing for a range of family sizes, including ~~studio/one-bedroom~~ units as noted above, and paying particular note to the areas of greatest need as articulated in the 2015 Workforce Housing Needs Assessment and the 2016 Housing Production Plan. For this reason the Town is interested in the inclusion of units that are intentionally designed as ‘universally accessible’ providing single-floor living, which could appeal to a range of ~~family sizes to meet a variety of needs, people for a variety of reasons~~. The Town understands that projects receiving state assistance will need to have at least 10% of units be 3 bedroom units.

### Building Design and Aesthetics

The development’s design should reflect Nantucket’s historical design vernacular and be an example of superior exterior and interior design. The Town has made a decision to be as non-prescriptive as possible regarding the design requirements so that proposers will be creative with their building design, massing, site layout, parking and landscaping. However, the minimum requirements are that the units be housed in three or more buildings on the Property, that historic colors and materials be used and that the ~~design adhere~~design adheres

to the design guidelines set forth in the Historic District Commission (HDC) handbook, "Building with Nantucket in Mind" (see Attachment G). Regardless of the ultimate permitting alternative selected, ultimate designs will be subject to review and input of the HDC. The Town is looking for creative use of the land as well as creative building and unit designs.

The final appearance of the proposed development should be harmonious with existing norms for attached dwellings in the Town of Nantucket. Proponents are encouraged to use their creativity and experience in the choice of materials and methods of construction that will minimize regular maintenance costs and are energy efficient. The overall project design will be evaluated as part of the Comparative Criteria described in Attachment B.

Preferred amenities to be included in the development and shown on the site design are recreation spaces and equipment designed for multiple age groups, a grilling / picnicking area, bicycle storage, access to the adjacent bike path, and a common garden.

### **Energy Efficiency**

The Town is seeking proposals that include building and site designs that are mindful of the tenants' energy and utility costs and limit the project's environmental impact. Details regarding sustainable design features should be incorporated into the project description.

Significant energy efficiency incentives have been made available to Nantucket in the past. Proposers are encouraged to reach out to Lauren Sinatra, Energy Coordinator for the Town ([lsinatra@nantucket-ma.gov](mailto:lsinatra@nantucket-ma.gov)), to learn about current programs they may want to consider incorporating.

### **Site**

The site's locus is shown on Attachment A. It is adjacent to the Town's Public Safety Building and can be described as a generally level and moderately wooded location. This site has Town water and sewer in close proximity. The site is near to designated public transportation stops and is walking distance to markets, restaurants and other small businesses. The subject parcels are located in the Town's Commercial Neighborhood ("CN") District. A copy of Nantucket Zoning Bylaws is attached (see Attachment H).

Utilities:

- Water *Public*
- Wastewater *Public*
- Electric *National Grid*
- Cable *Comcast*

It is an objective of the project that the site retains unique trees and maximizes green space. The project is required to meet lighting objectives, parking requirements, include on-street parking with characteristic aisle width and parking place size, and ensure privacy from the surrounding properties.

### **Project Permitting**

Proposals should include a description of the permitting process that the developer plans to use. The Town requires either permitting through the Town's local zoning bylaws or in cooperation with the Town, through M.G.L. c. 40B (Comprehensive Permit).

### **Acquisition Price**

The Town is offering to lease the property for a long-term lease of (99 years) to the successful proposer, for an initial payment detailed below and at a nominal annual rent of \$1.00 / year for the term of the lease; with terms of the lease to ensure the development conforms to the proposal and to ensure the income-restricted housing remains affordable for the term of the lease.

Understanding the financial challenges of a project of this type, the Town is offering to lease the land at a nominal cost with the goal of creating a financially feasible development. In addition funds may be available for pre-development costs upon application by the proposer and approval by the Community Preservation Committee, the Affordable Housing Trust Fund and/or the Town.

The successful proposer will enter into a Regulatory Agreement acceptable to DHCD, and will record an affordable housing restriction preserving affordability in ~~perpetuity~~ ~~perpetuity~~ ~~(for the longest term allowable by law)~~. The restriction will be in a form provided by and acceptable to the Town of Nantucket and DHCD.

~~At the end of the term of the lease, the land will revert to the Town subject to its affordability restriction, unless the lease is extended, assigned with the Town's prior written consent or other arrangements acceptable to the Town have been made.~~

### **Initial Lease Payment & Profitability**

The Town will require an initial lease payment of \$ 25,000 -to cover all Town costs incidental to the acquisition and disposition of this site. Thereafter the current lease payments shall be for nominal consideration, as described above.

If the proposer elects to develop the project pursuant ~~to~~to local zoning bylaws, the developer fee and the operating profitability requirements of projects approved pursuant to M.G.L. c. 40B would be required.

## **V. Property Description**

The subject Property is shown on the locus map (see Attachment A) as Lots 82, 83, and 84. Please also see the Recorded Quitclaim Deed for the Property (see Attachment I).

The site is relatively flat, moderately covered by brush. It is bordered by residential, small commercial and municipal neighbors. Primary access to the site is anticipated via Road Lot 80 as depicted in Attachment A.

Pursuant to application to and approvals by the necessary Town boards, a proposed easement over one or more of the adjoining single-family lots could provide alternative access to Ticcoma Way. Direct access to Fairgrounds Road is not allowed because of the MA Endangered Species Act (MESA) zone along this frontage.

## **VI. Proposal Submission Requirements**

### **1. The Developer and Development Team**

The proposal must include a description of the proposed developer, including the project manager, and his-/her experience. Proposals must include:

- The name, mailing address, e-mail address, and telephone number of the proposer, the name of the representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under his/her own name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution) and a description of the proposed ownership entity (e.g., a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the long-term lease of the Property and the borrower and guarantors of debt, if any.
- Identification of all principals, partners, co-ventures or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.

- Discussion of whether the developer will also be the property manager and if the developer will not be the property manager, ~~the proposer shall~~the name of identify the proposed property management organization.
- Identification of the development team, such as architects, engineers, lawyers, landscape designers, contractor, development consultants, lenders and investors. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, shall be provided.
- A summary of first, the developer's and secondly, the development team's experience collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, design and financing, as well as locations similar to Nantucket. Proposer should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, conventional and subsidy financing, construction, marketing/unit absorption and ongoing property management.

The following order should be used when submitting the information for each project identified:

- Project name, location, project type, project scope, start date, projected completion date and actual date of completion, total development costs, key project people.
- Narrative on why your experience is relevant to the 6 Fairgrounds Road Nantucket project.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
- Information regarding any legal or administrative actions past (during the last 10 years), pending or threatened that could relate to the conduct of the proposer, its principals or any affiliates.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team, the property management team or any critical member of the project.
- Provision of municipal references for at least three (3) completed projects, with contact names, title and current telephone numbers of those who can provide information to the Town concerning the Proposer's experience with similar projects.
- At least one (1) letter of interest from a recognized financial institution for a loan amount sufficient for the developer to construct and operate the project.
- Completion of disclosures and certificates in Attachments L – "Certificate of Non-Collusion", M – "Tax Compliance Certificate", and N – "Disclosure of Beneficial Interest".

## 2. Development Concept

- The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:
- Number and size of units (square footage and number of bedrooms) and affordability levels. Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Preliminary site design as detailed in the Conceptual Design Drawings below.
- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/ “green” elements of the building and site designs.
- Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors in particular noise and traffic during the construction period.
- Proposed project financing, including a Sources and Uses pro forma providing information similar to that required in the Massachusetts OneStop application – see (Attachment K), and detail previous success in securing such funding. Describe in detail what, if any local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.
- At least one (1) letter of interest from a recognized financial institution for a loan amount sufficient for the developer to construct and operate the project.

### **3. Conceptual Design Drawings**

The proposal must include 11 x 17 plans including:

- Site plan that includes building footprints, parking layout, storm drainage, recreation / play areas, grilling / picnicking area, access to bike path and numbers of parking spaces and building footprints
- Landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas and providing outdoor space for residents to utilize for recreation
- Floor plans
- Elevations (exterior building materials should be identified on elevations)
- Typical unit plans
- Dry and temperature controlled basement storage for all units (minimum requirement of 8’ X 10’ per unit)

### **4. Sales and Management Plan**

- Description of the target market, e.g., pricing and the strategy for marketing and lottery processes that will be consistent with DHCD’s Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines.

- The proposal must include a plan for the ongoing management of the project. In addition, if the proposer is including a property manager as part of its team, all relevant information as outlined under ‘Developer’ above should be included as well as details of any projects where the proposer and manager have previously worked together.
- Lottery for Affordable Units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all of the affordable units. Proposals may include a lottery agent as part of the development team. An approved affirmative fair housing marketing/lottery plan shall be required prior to building permit issuance as part of the approval of the units as Local Action Units. For the proposal, the proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

At a minimum the selected proposer and/or their agent shall demonstrate prior to endorsing a Development Agreement:

- A clear understanding of fair housing requirements/laws.
- A clear understanding of local preference opportunities and requirements, and how the lottery will address these.
- A clear understanding of the applicable state standards used to determine program and unit eligibility – i.e. qualified tenants.
- The ability to establish criteria for tenant selection and a fair and unbiased selection process.
- The ability to maintain all necessary reports and certifications required under state and federal law.

#### **5. Implementation Plan and Timetable**

The proposed development should be completed as soon as is practically possible. *Time is of the essence.* The proposal must include a description of how the development concept will be implemented, including but not limited to:

- Detailed development schedule for all elements of the plan, including key milestones, financing / subsidy benchmarks, zoning, and projected completion / occupancy timeframes, including DHCD approval process.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals, including land use, zoning, development and environmental permits. The proposer should provide a schedule for securing approvals as part of the proposal. The proposer should note what zoning variances, special permits or modifications are required.

#### **VII. Evaluation Criteria**

### Minimum Threshold Criteria

Proposals that do not clearly and fully comply with these Minimum Threshold Criteria will not be considered.

1. Conformance with all submission requirements
2. A minimum of 5 years' affordable housing development experience for principal members of the development team
3. A demonstrated successful track record of developing and managing projects of similar scope
4. Developer availability to commence work within 90 days of selection; sufficient staff resources and availability to perform required services
5. Submission of required forms at Attachments K, L and M:
  - Certificate of Non-collusion
  - Tax Compliance
  - Disclosure Statement for Transaction with a Public Agency Concerning Real Property, M.G.L. c. 7C, section 38
6. The proposed development must provide a proposed affordability mix that will allow all units to be eligible for inclusion in the Town's Subsidized Housing Inventory based upon DHCD's requirements.

### Comparative Evaluation Criteria

Projects meeting the Minimum Threshold Criteria will then be judged on the following comparative evaluation criteria (please also refer to Attachment B):

#### Developer Experience and Capacity

1. Development experience: extent to which the developer's experience exceeds the minimum criteria; the developer's prior track record in the construction of housing of a similar scale and type, in particular the environmental and other issues found in a rural setting, and the experience of the development team with regard to affordable housing development.
2. Developer Financial Capacity: review of any legal or administrative actions past, pending or threatened that could relate to the ability or capacity of the proposer, its principals or affiliates to undertake the project; review of all other real estate owned and any bankruptcy within the past ten years by any member of the development team; prior ability to secure financing; and confirmation that no local, state or federal taxes are due and outstanding for any members of the development team.
3. Financing: evidence of ability to secure necessary subsidies and debt and equity financing for the proposed development.
4. Staffing Plan: the proposer demonstrates the capacity to take on the work within 90 days of award.

5. Project time line: proposer’s demonstrated ability to complete projects on time and within budget
6. Experience developing energy efficient housing

#### **Developer & Property Management Experience**

7. Management approach: high quality property management team
8. Marketing: experience in lottery and marketing for affordable housing, or commitment to add experienced member to team
9. Affordability: extent to which the project meets the affordability requirements and goals as described above
10. Feasibility of proposed project; analysis of development and operating budget; permitting issues; construction estimates; soft costs; including
  - Sources and Uses – proposed budgets that are based on current cost and market conditions.
  - Analysis of operating budget: appropriate for target population, reasonableness of management, administrative costs, maintenance and utility costs.
11. Development Objectives and Concept: a proposal, addressing the objectives and concepts described above, with a mix of bedroom and income ranges, and reflecting full knowledge and understanding of project constraints including water and sewer.
12. Site and unit design: a superior design approach reflecting identified housing needs, that creates density within the context of its surroundings, that reflects the local historical design vernacular, that provides community while maintaining individual tenant privacy, provides adequate parking for residents and guests, provides adequate recreation space, and limits the impact on the site to the greatest extent possible including maintaining a natural buffer between the site and the existing bike path
13. “Green” design elements: energy saving design with green/sustainable materials, methods and systems
14. Results of reference checks

#### **VIII. Selection Process and Rules for Award**

All proposals submitted by the deadline will be opened in public and recorded. All information contained in the proposals is public. The Town or its designee(s) (i.e. an evaluation committee) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. Evaluation of the proposals will be based on the information provided in the proposer’s submission in accordance with the submission requirements of this RFP and any **interviews**, references, and additional information requested and/or gathered by the Town. *The most highly advantageous proposal from the proposer deemed most responsive and responsible, taking into consideration all evaluation criteria set forth in the RFP, will be selected by the Town or its designees.* **The Town reserves the right to**

**select the proposal that best meets the needs of the community and that may not be the proposal that achieves the highest score.**

The Town will notify all proposers in writing of its decision.

*The Town reserves the right to reject any or all proposals or to cancel this RFP Request for Proposals if it is in the best interest of the Town.*

#### **IX. Post Selection**

##### **Development Agreement**

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It is the intent of the Town to enter into a development agreement with the selected proposer within 90 days of selection and a long-term lease of the land with terms to ensure the development conforms to the proposal, and restrictions to require the housing remain affordable for the term of the lease, after certain benchmarks have been met. The development agreement will be finalized after the selection process. A Draft Development agreement can be found at Attachment H.

##### **Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements**

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The name of the selected proposer and the amount of the transaction will be submitted for publication in the state's *Central Register*.

If the Town determines that the public purpose of the project is best met by disposing of the property for less than fair market value, the Town will post a notice in the state's *Central Register* explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the Town enters into any agreement with the developer.

#### **X. Attachments**

- A. Locus map
- B. Comparative Evaluation Criteria
- C. Draft Form of Ground Lease
- D. Draft Form of Development Agreement
- E. 2015 Workforce Housing Needs Assessment
- F. 2016 Housing Production Plan
- G. Building With Nantucket in Mind
- H. Nantucket Zoning Bylaws
- I. Quitclaim Deed & Town Meeting Votes
- J. Environmental Report

- K. Sections 3 and 4 of Massachusetts One Stop Application
- L. Certificate of Non-Collusion
- M. Tax Compliance Certificate
- N. Disclosure of Beneficial Interest

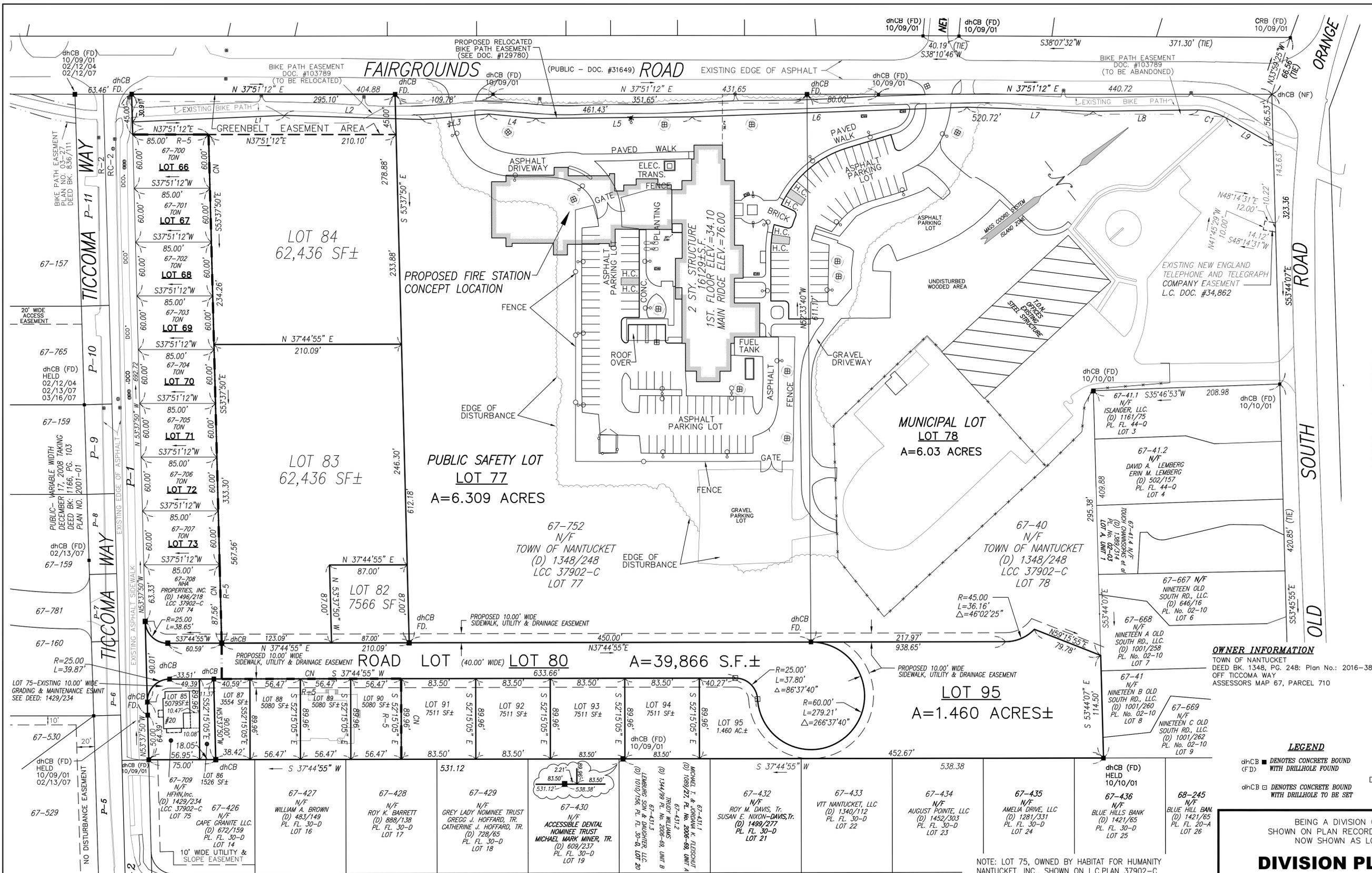
**ATTACHMENT B**  
**COMPARATIVE EVALUATION CRITERIA**  
**6 FAIRGROUNDS ROAD NANTUCKET PROJECT**

	<b>NOT ADVANTAGEOUS</b>	<b>ADVANTAGEOUS</b>	<b>HIGHLY ADVANTAGEOUS</b>
<b>DEVELOPER EXPERIENCE &amp; CAPACITY (TEAM)</b>			
<ul style="list-style-type: none"> <li>• Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects.</li> <li>• Outcome of comparable projects</li> <li>• Demonstrated experience securing financing for similar projects</li> <li>• Experience developing energy efficient homes</li> <li>• Property management experience with similar projects</li> <li>• The quality of the team’s reputation and references, particularly in terms of its regulatory track record, an ability to complete projects as proposed.</li> <li>• Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements.</li> <li>• Property management experience with similar projects</li> <li>• Successful long term management approach</li> </ul>	<p>Development team members have had only minimal experience in the development of projects with similar scope (i.e., less than 5), including legal, design, development, financing, and management experience with rental housing.</p>	<p>Development team members have had significant experience in the development of projects of similar scope (i.e., 5-7), including significant legal, design, financing, affordable housing management, and development experience. Energy efficient buildings part of standard development approach.</p>	<p>Development team members have significant and substantial successful development of affordable housing project of similar scope (i.e., 7-10), including significant legal, design, financing, affordable housing management and development experience. Energy efficient design is their standard approach to design and development.</p>
<b>AFFORDABILITY</b>			
<ul style="list-style-type: none"> <li>• Proposal meets the greatest level of affordability fiscally possible</li> <li>• Proposal meets requirements to have all units qualify on the SHI list</li> <li>• Addresses the Town’s desire to work to provide 10% of affordable units and 10% of market units allocated to municipal employee use</li> </ul>	<p>The proposal contains some units affordable to households at 80% or less AMI.</p>	<p>The proposal contains some units at 60% or less and 80% or less AMI.</p>	<p>The proposal contains an overall mix of half the units or more restricted income limits targeted to households at or below 60%, 80%, and 120% AMI.</p>

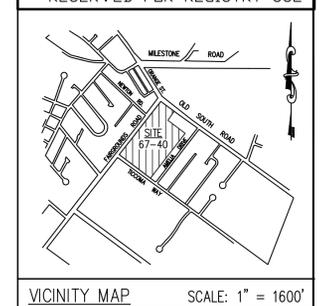
			The proposal demonstrates the willingness to work with Town to meet the stated Town employee housing desire
<b>SITE DESIGN</b>			
<ul style="list-style-type: none"> <li>Thoughtful and efficient site design, minimizing impervious surfaces</li> <li>Uses standards of low impact development</li> <li>Underground utilities</li> <li>Recreation area(s) designed for multiple ages</li> <li>Exterior lighting – minimal impact to neighbors</li> <li>Buffer to neighboring properties</li> <li>Storm water management</li> <li>Landscape plan including parking area</li> <li>Area designated for snow</li> <li>Adequate screened visitor parking</li> <li>Central trash and recycling area, appropriately screened</li> </ul>	Proposal fails to include or address all site design criteria.	The proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, minimal impact of exterior lighting, and development design	Proposal meets all “advantageous” requirements and respects adjacent properties, provides heightened attention to landscaping plan, grading and lighting, helps with the restoration of the vegetation.
<b>BUILDING DESIGN</b>			
<ul style="list-style-type: none"> <li>Exterior design and materials is of high quality, while remaining compatible with local historical design, including the use of historic colors</li> <li>Creative design that is cost effective and high quality</li> <li>Interior layouts meet a variety of family-types needs</li> <li>Finishes support durability and low-maintenance for tenant</li> <li>Management office on-site with storage</li> <li>Adequate tenant dry, temperature controlled storage (in basement)</li> </ul>	Design appears incongruous with local historical design patterns, interior lay-outs not effective use of space	Proposal creates a development that reflects local historical design and efficient interior layouts, creating a desirable neighborhood	Proposal articulates a compelling development vision that is cost-effective, energy efficient, and has an attractive design and efficient use of interior space, reflects local historical design.

<b>FINANCIAL FEASIBILITY</b>			
<ul style="list-style-type: none"> <li>• Adequacy of proposed budgets (development and operating)</li> <li>• Appropriateness of rents in relation to market</li> <li>• Track record of securing proposed conventional and subsidy financing</li> </ul>	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing	Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.
<b>REFERENCES &amp; SITE VISITS</b>			
<ul style="list-style-type: none"> <li>• References – a minimum of three municipal references, include references from all projects undertaken in the last 10 years</li> <li>• Site visits the selection committee may choose to visit proposers’ completed projects</li> </ul>	Minimum of 3 references not met, or references were poor and/or inadequate. Properties visited were in poor condition. Residents were not pleased.	Strong references reflecting projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, buildings were well	Strong references reflecting timely completion, excellent budget control, property management structure excellence and high degree of professionalism of developer. Properties visited were in excellent

		designed, Residents were largely satisfied.	condition, site layout and landscaping excellent, excellent building design and use of energy efficient and durable materials. Residents express strong support.
--	--	---	--



NANTUCKET REGISTRY OF DEEDS  
 Date: \_\_\_\_\_  
 Time: \_\_\_\_\_  
 Plan No.: \_\_\_\_\_  
 Attest: Register  
 SHEET 1 OF 1  
 RESERVED FOR REGISTRY USE



CURRENT ZONING CLASSIFICATION:  
 Residential 5 (R-5)  
 MINIMUM LOT SIZE: 5000 S.F.  
 MINIMUM FRONTAGE: 50 FT.  
 FRONT YARD SETBACK: 10 FT.  
 REAR/SIDE SETBACK: 5 FT./10 FT 1 SIDE  
 GROUND COVER % : 40 %

CURRENT ZONING CLASSIFICATION:  
 Commercial Neighborhood (CN)  
 MINIMUM LOT SIZE: 7,500 S.F.  
 MINIMUM FRONTAGE: 50 FT.  
 FRONT YARD SETBACK: 10 FT.  
 REAR/SIDE SETBACK: 10 FT./5 FT.  
 GROUND COVER % : 40%

PROPOSED BIKE EASEMENT LINE & CURVE TABLE

LINE NO.	BEARING	DISTANCE
L1	N35°24'12"E	170.92'
L2	N39°33'21"E	153.94'
L3	N33°07'59"E	74.95'
L4	N43°15'58"E	53.15'
L5	N37°16'27"E	174.87'
L6	N35°50'28"E	307.97'
L7	N39°42'54"E	141.49'
L8	N37°07'13"E	117.99'
L9	N67°31'08"E	60.05'

CURVE NO.	RADIUS	ARC LENGTH	DELTA	TANGENT
C1	70.00	33.20'	27°10'37"	16.92'

**Nantucket Planning Board**  
 APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

Barry Rector, Chairman  
 Linda Williams, Vice Chairman  
 Nathaniel Lowell  
 Joseph Marklinger  
 John F. Trudell III  
 DATE SIGNED: \_\_\_\_\_  
 FILE No.: \_\_\_\_\_

**OWNER INFORMATION**  
 TOWN OF NANTUCKET DEED BK. 1348, PG. 248: Plan No.: 2016-38 OFF TICCOMA WAY ASSESSORS MAP 67, PARCEL 710

**LEGEND**  
 dhCB ■ DENOTES CONCRETE BOUND (FD) WITH DRILLHOLE FOUND  
 dhCB □ DENOTES CONCRETE BOUND WITH DRILLHOLE TO BE SET

**DIVISION PLAN OF LAND in NANTUCKET, MA.**

prepared for  
 TOWN OF NANTUCKET  
 1"=50'  
 JUNE 3, 2016  
 GRAPHIC SCALE

CALC'D/DRWN: L. Asadorian  
 APPROVED: L.A. SHEET 1 OF 1 B-7808

**Attachment A - 6 Fairgrounds Road Nantucket RFP**

THE PLANNING BOARD DETERMINES THAT:

(b) LOT(S) 82-95 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

**DISCUSSION PLAN NOT FOR RECORDING**

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

NO.	DATE	DESCRIPTION	BY

**BOS meeting minutes status**

<b><u>BOS meeting minutes</u></b>	<b><u># meetings</u></b>	<b><u>complete</u></b>	<b><u>drafted</u></b>	<b><u>outstanding</u></b>	<b><u>notes</u></b>
2016 (to date)	43	35	7	1	only 11/16/16 not drafted yet; remaining to be approved 11/30/16
2015	41	22	19	0	to be approved 11/30/16
2014	42	21	15	6	15 to be approved 11/30/16; remaining 6 need to be drafted
2013	46	29	0	17	need to be drafted; in note form
2012	48	25	0	23	need to be drafted; in note form
2011	57	35	0	22	need to be drafted; in note form
2010	58	48	0	10	need to be drafted; in note form
2009	58	52	0	6	need to be drafted; in note form
2008	69	66	0	3	need to be drafted
<b>TOTALS</b>	<b>462</b>	<b>333</b>	<b>41</b>	<b>88</b>	

## Monthly Town Management Activities Report

11/30/16 -- BOS

### *Highlights:*

#### *Personnel*

- Various grievance and disciplinary actions
- 2016 union negotiations have commenced
- Hiring in process: Dep DPW Director
- Hiring process to begin shortly: DPW Director
- Reassessing how to address Procurement Officer vacancy
- HDC staffing

#### *Meetings:*

- Department head weekly & monthly mtgs
- Projects meetings with OPM
- Waterfront development
- Capital Program Committee – weekly
- new Public Records law workshops
- OIH Work Group
- Post season beach meeting
- Post season fields meeting

#### *Projects:*

- Hummock Pond Rd (aka Milk St ext) bike path ext
- Fire Station
- Sconset Rotary flagpole
- Boulevard
- First Way
- Brant Point Boat House
- 6FG Housing
- OIH financial analysis; siting
- E-permitting
- Visitor Services operational assessment
- Land Bank – Town properties transfer
- Financial policies (Compact Community project) - completed
- Strategic planning initiative (now on hold)
- Nantucket Harbor Shimmo/Plus parcels sewer extension
- Minutes catch-up
- Implementation plan for Public Records law requirements
- Document management system
- Downtown sidewalk improvement project – Phase I

#### *Other:*

- Concession leases (upcoming – Surfside, Children’s Beach
- FY 18 budget development
- 2017 ATM prep
- December 6<sup>th</sup> – Special Election
- Employee appreciation event (11/4)
- Academy Hill lease extension
- Transition of Sewer admin from DPW to Sewer

Town and County of Nantucket  
Board of Selectmen • County Commissioners

James R. Kelly, Chairman  
Rick Atherton  
Robert R. DeCosta  
Matt Fee  
Dawn E. Hill Holdgate



16 Broad Street  
Nantucket, Massachusetts 02554

Telephone (508) 228-7255  
Facsimile (508) 228-7272  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

C. Elizabeth Gibson  
Town & County Manager

November 30, 2016

Sarah F. Alger, P.C.  
Two South Water Street  
Nantucket, MA 02554

Re: Application for Seasonal Off-Premises Wine/Malt Liquor License  
21 Old South Road - Notice of Decision

Dear Ms. Alger:

On November 16, 2016, the Nantucket Board of Selectmen conducted a hearing on your client's application for a seasonal off-premises wine and malt liquor license at the above location. Following the hearing on this application the Board voted to deny your license application on the basis that a licensed establishment at this location would not serve the public need or convenience. The Board found that there are five annual off-premises licensed establishments within a half-mile of 21 Old South Road. The Board's Rules and Regulations Governing Alcoholic Beverages provide that establishments are to be encouraged where the applicant offers a unique establishment, compared to what exists in Nantucket at the time of the application, and discouraged where the proposed location duplicates what is presently located in the area. The Board's findings do not support the approval of this license. In addition, the Board received one letter and multiple public comments at the hearing in opposition to issuing a new license at this location.

Pursuant to Massachusetts General Laws Chapter 138, §67, you may appeal this decision to the Alcoholic Beverages Control Commission within five (5) days of your receipt of the decision.

Very truly yours,

James R. Kelly  
Chairman

cc: Licensing Office

Procedure for Addressing Open Meeting Law Complaints  
November 30, 2016

1. BOS acknowledges receipt of OMP complaints from Peter Sutters and Kevin Kuester
2. Discuss response to OMP complaints drafted by Town Counsel
3. Vote to approve response
4. Once voted, Town Counsel will send response to Attorney General's office



# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

## Your Contact Information:

First Name: Peter Last Name: Sutters

Address: 1 Old South Road

City: Nantucket State: MA Zip Code: 02554

Phone Number: 5082280001 Ext. \_\_\_\_\_

Email: psutters@inkym.com

Organization or Media Affiliation (if any): Nantucket Inquirer and Mirror

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual       Organization       Media

## Public Body that is the subject of this complaint:

City/Town       County       Regional/District       State

Name of Public Body (including city/town, county or region, if applicable): Nantucket Planning Board and Nantucket Board of Selectmen

Specific person(s), if any, you allege committed the violation: Jim Kelly, Dawn Hill Holdgate, Barry Rector, Linda Williams

Date of alleged violation: unknown



**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

See attached

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I request any notes, minutes, emails, or other communications that lead into or came out of the meetings between the elected officials, staff of the town of Nantucket, and the developers or their representatives.  
An announcement at a public meeting of both boards that a violation of the open meeting law occurred when they met with the developers.

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 11/10/16

For Use By Public Body      For Use By AGO  
Date Received by Public Body:      Date Received by AGO:

## Attached Doc

The Chair and Vice Chair of both the Nantucket Board of Selectmen and the Nantucket Planning Board met with representatives of a group of developers who collectively own five acres of downtown waterfront property.

The meetings took place without being posted as public meetings on at least two occasions. The dates are unknown, but I became aware of them on Tuesday, November 8, 2016.

Following those meetings, a presentation of a plan for the development of the waterfront property was given at a posted public meeting of the Board of Selectmen on November 9, 2016. The private meetings with the developers were mentioned during this presentation.

There was, as part of the presentation, an offer from the developers to give at no cost the town a parcel of land for the construction of a parking garage.

The developers also indicated they will be asking for zoning changes and possibly variances from height restrictions for the construction of this waterfront development.

A member of the board of selectmen who did not attend the private meetings called the meetings with the developer a "subcommittee" during the public presentation of the waterfront development plans.

I feel this violation was intentional because both boards had recently been told at a public meeting by the Town of Nantucket's own attorney, that a meeting with two designated members of an elected board assigned to attend is considered a subcommittee and would need to be posted and open to the public.

That discussion occurred during a joint public meeting on September 7, 2016 between the Planning Board, Board of Selectmen and Historic District Commission after the Historic District Commission had requested changes in staffing structures.

The suggestion was floated that two Historic District Commission members and two members from the Board of Selectmen meet in private with Town Manager Libby Gibson to further discuss the matter.

According to the minutes from that meeting Nantucket Town Counsel John Georgio indicated, "If Board were to designate members, those meetings with Libby would have to be posted as that would constitute a subcommittee. Suggest Chairman of HDC makes an appointment to meet with Libby. Don't want to violate the OML unintentionally or otherwise."

Jim Kelly, Dawn Hill Holdgate, Barry Rector and Linda Williams were all present at that meeting when the advice was given.



# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

## Your Contact Information:

First Name: Kevin Last Name: Kuester

Address: 83 Main Street

City: Nantucket State: MA Zip Code: 02554

Phone Number: 508-228-0505 Ext. \_\_\_\_\_

Email: kevinbkuester@gmail.com

Organization or Media Affiliation (if any): \_\_\_\_\_

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual       Organization       Media

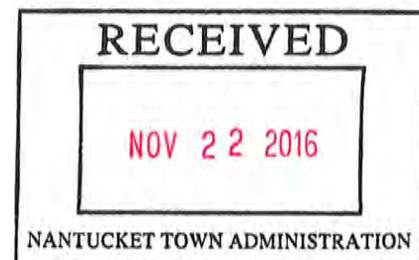
## Public Body that is the subject of this complaint:

City/Town       County       Regional/District       State

Name of Public Body (including city/town, county or region, if applicable): Nantucket Board of Selectmen (BOS)  
Planning Board for the town of Nantucket (PB)

Specific person(s), if any, you allege committed the violation: J.Kelly BOS Chairman, D Holdgate BOS, B. Rector PB Chair,  
L.Williams PB Vice Chair, A Vorce, L.Snell PB Admin.

Date of alleged violation: unkown



**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

As reported in the Nov. 17, 2016 edition of The Nantucket Inquirer and Mirror newspaper "workgroup meetings" (the dates of which were not reported) took place between the alleged participants and representatives from Nantucket Island Resorts a subsidiary of New England Development, National Grid, Winthrop Management Real estate Investment Trust and Remain Nantucket LLC for the purposes of discussing the development of property formerly known as Wilkes Square and includes property adjacent to the Nantucket Boat Basin and bordered by Commercial Street, Candle Street and the access to Straight Wharf, all of which is located in the Old Historic District of Nantucket. These meetings were not posted as public meetings despite two designated members of the Board of Selectmen and two designated members of the Planning Board and it's staff attending. These meetings appear to be "intentional meetings" as it was reported that Town Counsel had advised the participants in September on an unrelated matter that meetings with two members attending would need to be posted as public meetings because that would be considered a "subcommittee".

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Development of the subject property stands to have a profound impact on Nantucket's historical and environmental resources and our quality of life. This "workgroup" should be reconstituted and inclusive of all stakeholders, the meetings should be properly noticed. Additionally the town should be directed to engage an independent consultant to make sure the interests of the town and it's citizens are well represented in this matter.

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

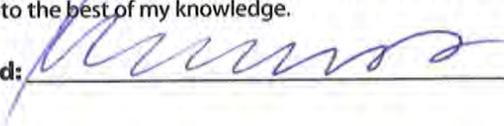
**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 11/22/16

For Use By Public Body      For Use By AGO  
Date Received by Public Body:      Date Received by AGO:

November 23, 2016

**Brian W. Riley**  
briley@k-plaw.com

**DRAFT**

Jonathan Sclarsic, Esq.  
Director, Division of Open Government  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Re: Town of Nantucket -  
Response to Complaints of Peter Sutters and Kevin Kuester

Dear Mr. Sclarsic:

This office serves as Town Counsel to the Town of Nantucket, and this letter is provided in response to an Open Meeting Law (OML) complaint filed on November 10, 2016 by Mr. Peter Sutters. Moreover, an OML complaint filed by Mr. Kevin Kuester on November 22, 2016 concerns the same alleged “subcommittee” and makes the same allegations of a violation, and therefore, this letter serves as a response to both complaints. Copies of each complaint are enclosed herewith. According to both complaints, there was a “subcommittee” that conducted unposted meetings with the developers of a real estate project known as “Harbor Place.” The complaints allege that this was discovered at the November 9, 2016 meeting of the Board of Selectmen. The alleged “subcommittee” consisted of two members of the Board of Selectmen, two members of the Planning Board and certain administrative staff (the latter of which are irrelevant for OML purposes). The Board of Selectmen considered the complaints at its November 30, 2016 meeting and approved this response.

In response, the Board of Selectmen states that the group that met with the Harbor Place developers was neither a “subcommittee” nor a “public body” as said terms apply to the OML, and therefore there was no violation of the Law. The proposed Harbor Place development project, which has been in planning stages for months, involves significant harbor front privately owned properties, but if pursued would require the action and approvals of various Town boards and departments. The Town Manager was contacted by a representative of the developers over the summer of 2016, expressing a desire to meet with some officials before a planned presentation before the Board of Selectmen to go over their presentation and see if there were questions or suggestions as to the information to be presented at the hearing, and to introduce the officials to some of the concepts involved in the proposed development. Acting on this request, the Town Manager arranged a meeting with the chairs and vice-chairs of the Board of Selectmen and Planning Board (each a five-member elected board), certain Town staff members and representatives of the Harbor Place project. This group met three times (August 12, September 9 and October 4). Neither the Board of Selectmen nor the Planning Board ever discussed this group, designated any members to attend, or give the group any authority to act or request a report to the full boards. At the November 9, 2016

Jonathan Sclarsic, Esq.  
Director, Division of Open Government  
November 23, 2016  
Page 2

Board of Selectmen meeting, the Harbor Place representatives participated in a lengthy public presentation in open session before the Board of Selectmen, providing a detailed presentation regarding the proposed project.

As stated above, the group that met was not a “subcommittee” of any Town board, had no authority to act, and had not been created or approved by any Town board – to the extent the group was “created” at all, it was by the Town Manager arranging the meetings. Pursuant to the Division of Open Government’s determinations, in order for a multi-member group to constitute a “public body” subject to the Open Meeting Law, it must meet three criteria:

- 1) The entity must be “within” government and not excluded from the definition of “public body;”
- 2) The entity must be a “body” empowered to act collectively; and
- 3) The entity must serve a “public purpose.”

See, e.g., OML 2010-1; OML 2013-56. In the present case, the group in question does not meet these criteria. It was not created or structured by Town government, it clearly had no power to act, and the only purpose it served was to assist the Harbor Place proponents in preparing to make their public presentation before the Board of Selectmen, which took place in an open session on November 9, 2016.

The two complainants each cite to a September 7, 2016 joint meeting of the Board of Selectmen, Planning Board and Historic District Commission to support their allegations. At this meeting, during a discussion of HDC staffing issues, a suggestion was made that each body designate two members to meet with the Town Manager for further negotiations. Town Counsel cautioned that this would constitute a “subcommittee” for Open Meeting Law purposes. The distinctions between that proposed subcommittee and the group at issue in these two complaints are stark, however, and the group does not fall within any recognized constitution of a “subcommittee” or even a “public body.”

In summary, the private meetings complained of by Mr. Sutters and Mr. Kuester did not involve a public body as defined in the Open Meeting Law and, therefore, there was no requirement to post notice, take minutes or retain any records regarding any meetings. As such, the Board of Selectmen requests that the Division find that no violation of the Law occurred. If you have further questions, please feel free to contact me.

Very truly yours,

Brian W. Riley

BWR/bp  
Enc.

cc: Planning Board  
Mr. Peter Sutters  
Mr. Kevin Kuester

569480/NANT/0001

Jonathan Sclarsic, Esq.  
Director, Division of Open Government  
November 23, 2016  
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DRAFT

BOS/CC Work Group/Committee Reps for 2016-2017  
 Approved 04/20/2016; Revised 8/17/2016

	<u>BOS/CC Reps</u>				
	Atherton	DeCosta	Fee	Hill Holdgate	Kelly
<u>BOS</u>					
Ad Hoc Budget Work Group (Chair and Vice Chair)				X	X
Audit Committee (Chair + 1)		X			X
Board of Health (1 rep)	X				
Capital Program Committee (1 rep)					X
Community Preservation Committee (1 rep)				X	
Nantucket Affordable Housing Trust (1 rep)					X
PEG - NCTV 18 Board (1 rep)		X			
Polpis Harbor Municipal Property Advisory Committee (1 rep)	X				
New Fire Station Work Group (2016)	X			X	
Our Island Home Work Group (2016)				X	
<u>CC</u>					
NP&EDC (1 rep)			X		
<b>TOTAL (current reps)</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>4</b>