



Nantucket Planning Board

SECONDARY DWELLING REPORT

Prepared by: Holly E. Backus, Land Use Specialist

Meeting Date: September 12, 2016

10 Hickory Meadow Lane
Assessors Map #41 Parcel #904

Applicant
Emeritus Development

Owner
Elizabeth Wetherell



The applicant is proposing to construct a two (2) story, 950 square foot, two (2) bedroom secondary dwelling. The proposed secondary dwelling will be located on the south side of the site, which has approximately 96,318 square feet of lot area and is LUG-2.

The dwelling will be accessed by a shared Pea Stone driveway with a cobblestone apron off Hickory Meadow Lane (see attached easement information), a portion of which is a paved roadway. The site will contain four (4) exterior parking spaces. The Board should note that page 1 of the “Declaration of Restrictions” (Book 1344 Page 218 – 230 Recorded with the Nantucket Registry of Deeds) regarding Lots 3 through 7 upon Land Court Plan #12325-B, an “*access and utility easement*” was created to provide adequate and primary access to and from the lots from Crooked Lane. Also, per page 2 of the “Declaration of Restrictions,” that the driveway access “*shall not be located and constructed from and to West Chester Street to said Buildings Lots*”, but “*shall, however*” be used as “*occasional secondary vehicular access to the Building Lots to accommodate boats, construction vehicles, recreational vehicles and special occasions.*” It is important for the Board to note that the Applicant previously showed interest in an additional curb-cut off West Chester Street, which has since been removed from the submitted plan. The site plan, as a submitted, meets the requirements of Zoning Bylaw Sections 139-18 and 139-20.1.

Planning staff recommends approval of this application with the following conditions:

- (1) That an apron at the driveway entrance and Hickory Meadow Lane shall be constructed with a minimum depth of ten (10) feet and a maximum width of fifteen (15) feet, flared to a width not to exceed nineteen (19) feet;
- (2) That any future landscaping at the driveway entrances be limited to low growing plant material and in compliance with the driveway easement restrictions(Book 1344 Page 218 – 230 Recorded with the Nantucket Registry of Deeds);
- (3) That the driveways be cleared free of vegetation and obstruction to a width of twelve (12) feet and a height of thirteen (13) feet; and
- (4) That the applicant shall submit an As-Built prior to the final inspection by staff which shall take place prior to the issuance of a Certificate of Occupancy.



Nantucket Planning Board

APPLICATION FOR A SECONDARY (2ND) DWELLING PERMIT

Date Submitted: 09/05/16 Fee Amount: \$ 100.00

Applicant: Emeritus Development

Mailing address: 8 Williams Ln, Nantucket, MA, 02554

Daytime phone number: /508/ 325 4995 Fax: /508/ 325 8960

E-mail Address: office@emeritusdevelopment.com

Owner (if other than applicant): Elizabeth Wetherell

Mailing address: 10 Hickory Meadow Ln

Signature of Property Owner(s) Elizabeth Wetherell

Location of proposed secondary (2ND) dwelling:

Street Address: 10 Hickory Meadow Ln

Assessors Tax Map #: 41 Parcel #: 904

Size of Parcel: 96, 318 SF Zoning District: LUG-2

Secondary Dwelling # of Bedrooms: 2

Primary Dwelling # of Bedrooms: 3

Number of Parking Spaces required (See Chapter 139-18 of the Bylaw): 4

Number of Parking Spaces provided: 4

Please provide a brief description of the proposed second dwelling:

PLEASE DO NOT WRITE "SEE ATTACHED."

2 Story Dwelling with Full Basement/ Garage - 950 SF ground cover.

Wetherell Residence

10 Hickory Meadow Ln
Nantucket, Ma. 02554



Driveway Native
Pea Stone

LOT 5

LOT 6

1 Locus

not to scale

LOT 7

MAP 41
PARCEL 904
96,318± s.f. (TOTAL)
73,061± s.f. (UPLAND)
24,388± s.f. (BLDG. ENVELOPE)

Primary Dwelling /connected underground/
2,753 sq.ft.

Proposed Shed
198 sq.ft.

Proposed Pool
15' 0" x 73' 0"

Proposed Second Dwelling
950 sq.ft.

Reinforced Lawn

291.94'
S 88°02'16" W

20.00'
N 89°46'56" W

2 Site Plan

1" = 40'-0"

1517

Zoning Information

Map & Parcel 41/904
Current Zoning LUG 1
Minimum Frontage 150 ft.
Front Setback 35 ft.
Side Setback 15 ft.
Rear Setback 15 ft.

Min. Lot Size 80,000 sq. ft.*
Allowable G.C. 4% or 3,853 sq. ft.
Lot Size +/- 96,318 sq. ft.

Planning Board

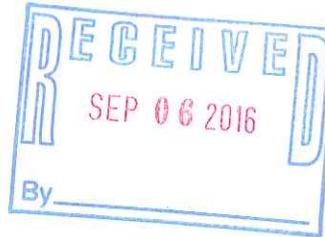
Secondary Dwelling Application
09/05/16



8 Williams Lane Nantucket, MA 02554
P. 508.325.4995
F. 508.325.8960
www.emeritusdevelopment.com



Bk: 1344 Pg: 218 Page: 1 of 12
Doc: DD 09/20/2012 03:42 PM



LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as REFERRED TO SEP 12 2012 Plan 12325-B Lots 1+7 (EXAMINED AS DESCRIPTION ONLY) T.C. PONTBRIAND ACTING CHIEF ENGINEER



Cert: 24402 Doc: DD
Registered: 09/20/2012 03:40 PM

STATUTORY QUITCLAIM DEED

NOTE: THE EASEMENTS HERE IN REFERRED TO WILL NOT BE SHOWN ON OUR APPROVED PLAN. JAN

MASSACHUSETTS SOCIETY FOR THE PREVENTION OF CRUELTY TO

ANIMALS, a duly organized Massachusetts charitable and not for profit corporation having its principal place of business at 350 South Huntington Avenue, Boston, Massachusetts 02130 for consideration paid and in full consideration of ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND and 00/100 (\$1,725,000.00) DOLLARS, as authorized and directed by the Executive Committee of the Board of Directors of the Massachusetts Society for the Prevention of Cruelty to Animals pursuant to the provisions of a certain Secretary's Certificate dated September 19, 2012 and registered as Document No. 138284 at the Nantucket Registry District for the Land Court, grant to VIA VAI, LLC, a duly formed Connecticut Limited Liability Company with QUITCLAIM COVENANTS,

PARCEL ONE

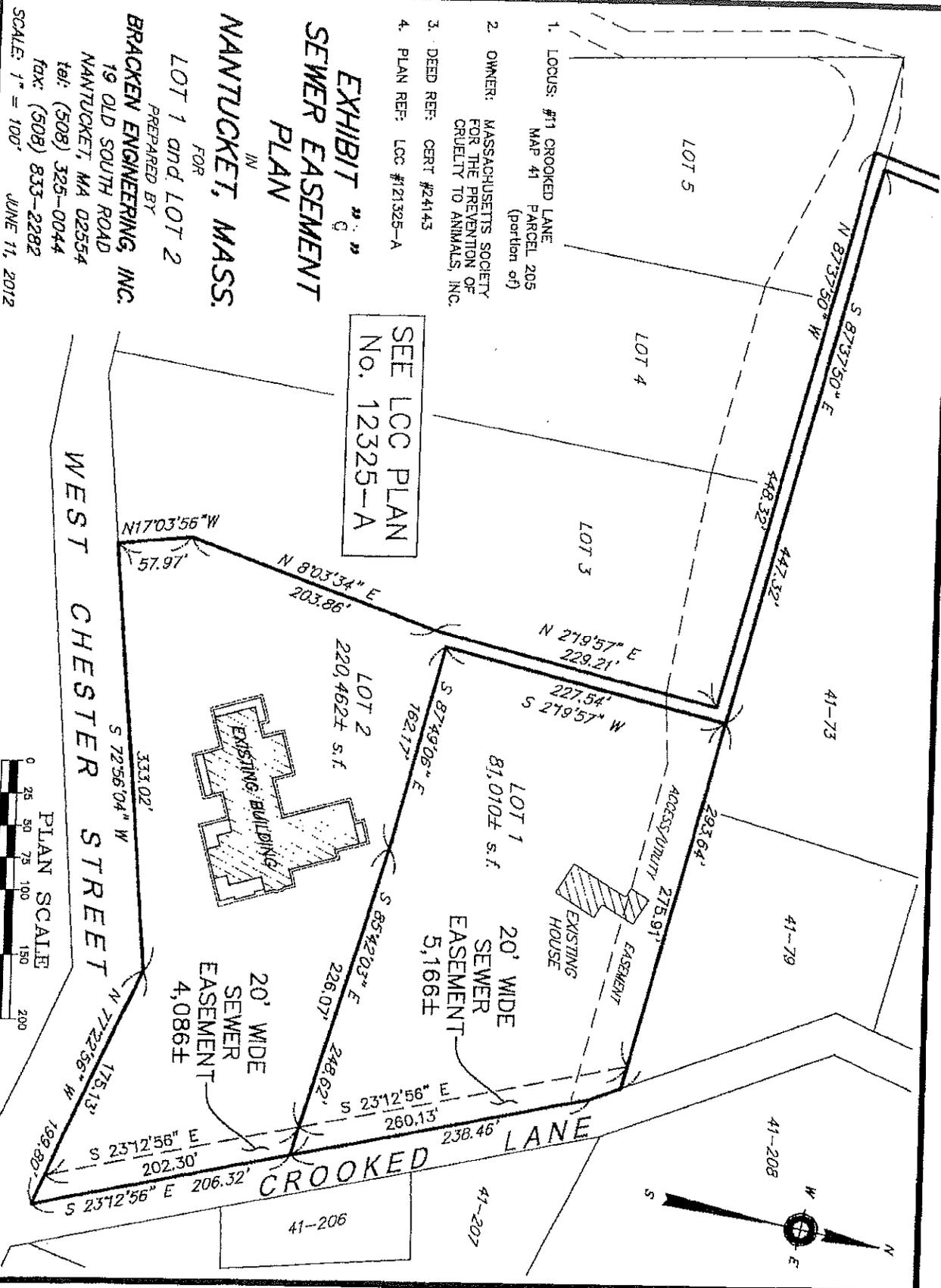
The improved real estate located at 11 Crooked Lane, Nantucket Town and County, Commonwealth of Massachusetts 02554, and shown as Lot 1 on Land Court Plan No. 12325-B filed with Certificate of Title No. 24143 at the Nantucket Registry District for the Land Court.

PARCEL TWO

The vacant land located at 11 Crooked Lane, Nantucket Town and County, Commonwealth of Massachusetts 02554, and shown as Lot 7 on Land Court Plan No. 12325-B filed with Certificate of Title No. 24143 at the Nantucket Registry District for the Land Court.

Said Lots 1 and 7 are subject to, and has the benefit of, the provisions of a Decision issued by the Nantucket Board of Appeals registered as Document No. 71391 and noted on Certificate of Title No. 4910 at said Registry District; the provisions of an Order of Conditions issued by the Nantucket Conservation Commission registered as Document No. 72206, as affected by Certificate of Compliance registered as Document No. 137046 at said Registry District; a Grant of Rights by Sydney B. Fee et. al., registered as Document No. 74976 at said Registry District and recorded in Book 527, Page 68 at the Nantucket Registry of Deeds; a Grant of Rights to Martin McKerrow and Toni B. McKerrow registered as Document No. 75400 at said Registry District and recorded in Book 530, Page 212 at the Nantucket Registry of Deeds; and a Grant of Rights to Thomas Chadie, Trustee of Perikles Realty Trust registered as Document No. 132435 at said Registry District and recorded in Book 1260, Page 329 at the Nantucket Registry of Deeds; a Grant of Rights in Sewer Line and Sewer Line Agreement recorded in Book 1325, Page 186 at the Nantucket Registry of Deeds; a non-exclusive and permanent vehicular and pedestrian access easement over and under a portion of Lot 2 on Land Court Plan No. 12325-B and a non-exclusive and permanent sewer and utility easement under a portion of Lot 2 on said Plan as more particularly set forth in Document No. 137257 noted on Certificate of Title No. 24271 at the Nantucket Registry District for the Land Court and recorded in Book 1329, Page 343 at the Nantucket Registry of Deeds.

The Grantor hereby grants to the Grantee, its successors and assigns, a one-quarter (1/4) interest as a Tenant-in-Common in and to that certain existing sewer line situated in Crooked Lane and West Chester Street, Town and County of Nantucket, Commonwealth of Massachusetts. For Grantor's ownership rights in said sewer line, see Grant of Rights in Sewer



1. LOCUS: #11 CROOKED LANE
MAP 41
PARCEL 205
(portion of)
2. OWNER: MASSACHUSETTS SOCIETY
FOR THE PREVENTION OF
CRUELTY TO ANIMALS, INC.
3. DEED REF: CERT #24143
4. PLAN REF: LCC #121325-A

EXHIBIT "G"
SEWER EASEMENT
PLAN

IN
NANTUCKET, MASS.

FOR
LOT 1 and LOT 2

PREPARED BY
BRACKEN ENGINEERING, INC.

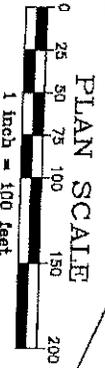
19 OLD SOUTH ROAD
NANTUCKET, MA 02554

tel: (508) 325-0044

fax: (508) 833-2292

SCALE: 1" = 100' JUNE 11, 2012

SEE LCC PLAN
No. 123325-A



S:\Autocad Drawings\Nantucket\Crooked Lane\11 Crooked Lane\11 Crooked Ln - Sewer Easmt Plan.dwg

Line and Sewer Line Agreement recorded in Book 1325, Page 186 at the Nantucket Registry of Deeds.

The Grantor for itself and its successors and assigns hereby reserves for the benefit of Lots 3, 4, 5, 6 and 7 on Land Court Plan No. 12325-B and hereby grants for the benefit of Lot 1 and 7 the following appurtenant, non-exclusive common driveway and underground utility easements over, under and upon Lots 1, 3, 4, 5, 6 and 7 on Land Court Plan No. 12325-B at the Nantucket Registry District for the Land Court:

1. Common Driveway Easement. The right in common with others entitled thereto to use the area marked "EASEMENT AREA" on the Easement Sketch Plan dated March 9, 2012 (2 pages) prepared by Bracken Engineering, Inc. attached hereto as Exhibit "A" running between Crooked Lane and the northwesterly boundary of Lot 5 as shown on Land Court Plan No. 12325-B, for all purposes for which ways are commonly used in the Town and County of Nantucket, including but not limited to the right to construct, improve, repair and maintain any and all utilities in, upon or under such easement, and to enter upon said easement for the aforesaid purposes.
2. Underground Utility Easement. The right in common with others entitled thereto to install, repair, use and maintain underground sewer and water pipes, telephone, cable, television and digital serve lines under the common driveway area shown on said Easement Sketch Plan attached hereto as Exhibit "B", and to install, repair, use and maintain underground sewer and water pipes under the 20' wide sewer easement area along the eastern sides of Lots 1 and 2 on Land Court Plan No. 12325-B as shown on the SEWER EASEMENT PLAN dated June 11, 2012 annexed hereto as Exhibit "C".

By accepting this Deed, the Grantee, their successors and assigns, shall be responsible for one-third (1/3rd) of the costs and expenses to maintain and repair the common driveway and underground utility pipes and lines. The surface of the easement area shall be returned to its prior condition as soon as the easement maintenance and repair work is completed.

The easements hereby reserved and created shall not be exclusive but shall burden and be appurtenant to, and for the benefit of, Lots 1, 3, 4, 5, 6 and 7 on Land Court Plan No. 12325-B at the Nantucket Registry District for the Land Court, and shall be binding in perpetuity upon the owners of said Lots, their successors and assigns, and all persons acquiring an interest thereunder, and shall be deemed covenants running with said Lots.

Said Lot 7 shall have the benefit of a permanent and non-exclusive vehicular access easement and underground utility easement over, under and upon the proposed driveway on land of the Grantor shown as Lot 6 on Land Court Plan No. 12325-B at the Nantucket Registry District for the Land Court as shown on the Driveway Easement Sketch Plan annexed hereto as Exhibit "D". By accepting this deed and easements, the Grantee, its successors and assigns shall be responsible for the construction of the driveway to Lot 7 and shall have the right to landscape a five (5') foot wide border on both sides of the constructed driveway within the twenty (20') foot wide driveway layout shown on Exhibit "D" with indigenous vegetation which shall be limited to a height of five (5') feet from existing grade on the condition that the Grantee, its successors and assigns, maintains said vegetation in a good and healthy condition at its sole cost and expense. The non-exclusive vehicular access easement and underground utility easement shall be appurtenant to said Lot 7, shall burden said Lot 6, and shall be binding in perpetuity upon the owners of Lots 6 and 7, their successors and assigns, and all persons acquiring an interest thereunder, and shall be deemed covenants running with said Lots 6 and 7.

EASEMENT
DESCRIPTION

The Grantor hereby registers notice of the reduction of frontage of Lots 1, 2, 3, 4, 5, 6 and 7 on Land Court Plan No. 12325-B at the Nantucket Registry District for the Land Court through the use of frontage averaging in accordance with the provisions of Section 139-16B(3)(d) of the Town of Nantucket Code, as amended.

For title, see Certificate of Title No. 24143 at the Nantucket Registry District for the Land Court, and Grant of Rights in Sewer Line and Sewer Line Agreement recorded in Book 1325, Page 186 at the Nantucket Registry of Deeds.

IN WITNESS WHEREOF, the Massachusetts Society for the Prevention of Cruelty to Animals has caused this Quitclaim Deed to be signed in its name and behalf by Amy Fredericks, Chief Financial Officer, this 4th day of September 2012.

MASSACHUSETTS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

By: Amy Fredericks
AMY FREDERICKS, Chief Financial Officer, duly authorized
Massachusetts Society for the Prevention of Cruelty to Animals
(DOC # 138284)

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

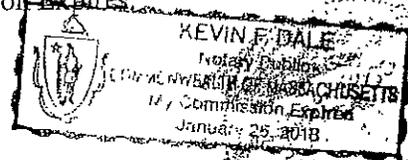
September 4th, 2012

On this 4th day of September 2012, before me, the undersigned Notary Public, personally appeared Amy Fredericks, President of the Massachusetts Society for the Prevention of Cruelty to Animals and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

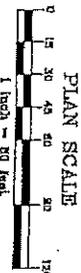
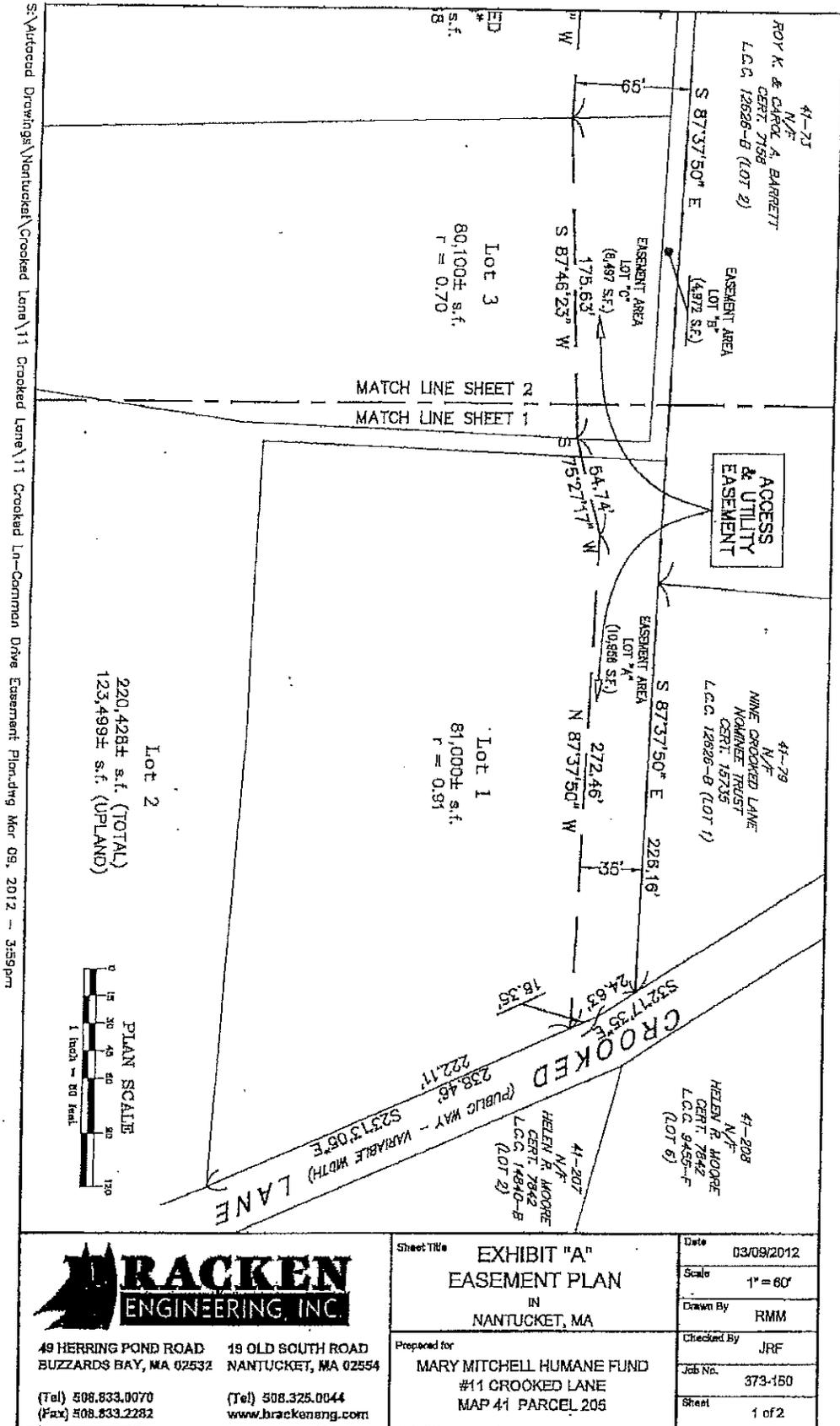
Kevin F. Dale
NOTARY PUBLIC

My Commission Expires:

MASSACHUSETTS EXCISE TAX *KAC*
Nantucket County RC0 #16 001
Date: 09/20/2012 03:40 PM
Ctrl# 460188 01978 Doc# 00138288
Fee: \$7,866.00 Cons: \$1,725,000.00



X 34,500.00
33054 9/20/12
Amy

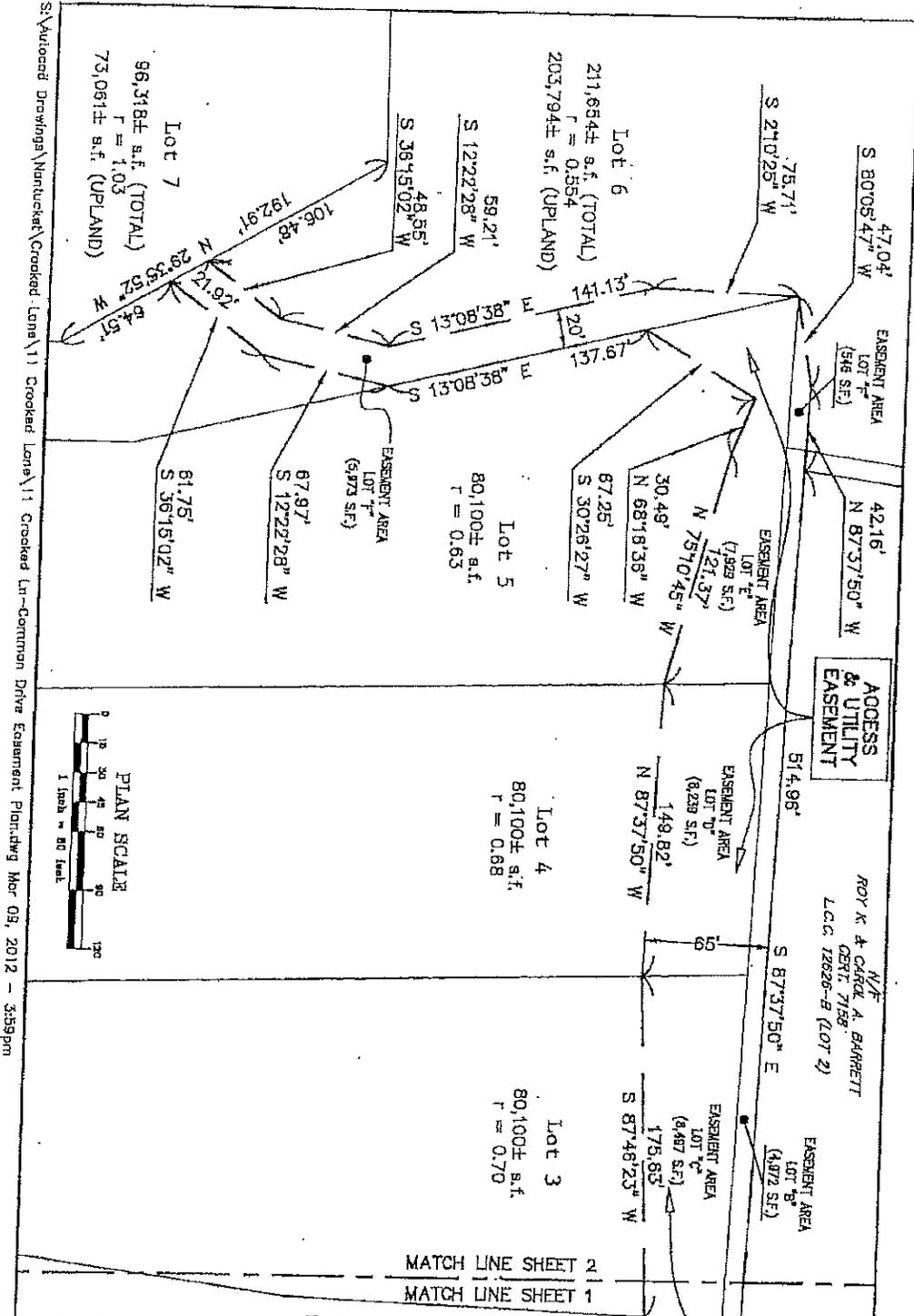


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BRACKEN ENGINEERING, INC.
 49 HERRING POND ROAD BUZZARDS BAY, MA 02532
 19 OLD SOUTH ROAD NANTUCKET, MA 02554
 (Tel) 508.833.0070 (Tel) 508.325.0044
 (Fax) 508.833.2282 www.brackensng.com

Sheet Title: **EXHIBIT "A" EASEMENT PLAN IN NANTUCKET, MA**
 Prepared for: **MARY MITCHELL HUMANE FUND #11 CROOKED LANE MAP 41 PARCEL 205**

Date	03/09/2012
Scale	1" = 60'
Drawn By	RMM
Checked By	JRF
Job No.	373-150
Sheet	1 of 2



S:\AutoCAD Drawings\Nantucket\Crooked Lane\11 Crooked Lane\11 Crooked Lane-Dedman Drive Easement Plan.dwg Mod 09, 2012 - 3:59pm



49 HERRING POND ROAD
BUZZARDS BAY, MA 02532

19 OLD SOUTH ROAD
NANTUCKET, MA 02554

(Tel) 508.833.0070
(Fax) 508.833.2282

(Tel) 508.328.0944
www.brackeneng.com

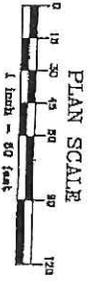
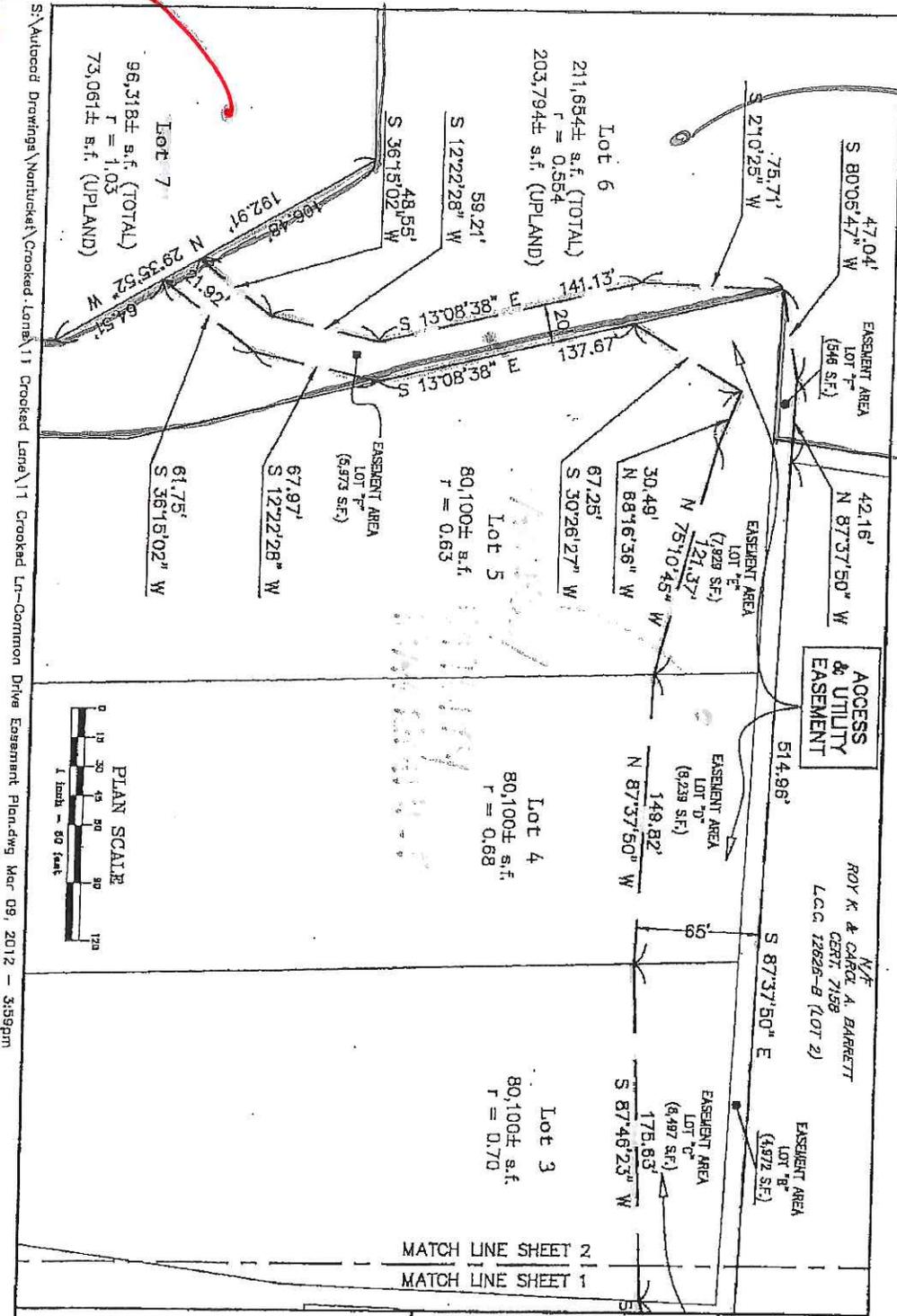
Sheet Title
EXHIBIT "A"
EASEMENT PLAN
IN
NANTUCKET, MA

Prepared for
MARY MITCHELL HUMANE FUND
#11 CROOKED LANE
MAP 41 PARCEL 205

Date	03/09/2012
Scale	1" = 60'
Drawn By	RMM
Checked By	JRF
Job No.	373-150
Sheet	2 of 2

**WETHERELL
PROPERTY**

**HERRING POND
PROPERTY**



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BRACKEN ENGINEERING INC.
 49 HERRING POND ROAD BUZZAROS BAY, MA 02532
 18 OLD SOUTH ROAD NANTUCKET, MA 02554
 (Tel) 508.833.0070 (Tel) 508.325.0044
 (Fax) 508.833.2282 www.brackeneng.com

Street Title: **EXHIBIT "D" EASEMENT PLAN IN NANTUCKET, MA**
 Prepared for: **MARY MITCHELL HUMANE FUND #11 CROOKED LANE MAP 41 PARCEL 205**

Date	03/09/2012
Scale	1" = 60'
Drawn By	RMM
Checked By	JRF
Job No.	373-150
Sheet	2 of 2

DOC No: 00138288

HANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Sep 20, 2012 at 03:40P

Document Fee: 125.00 Rec Total: \$12,673.00

CERTIFICATE No: 24402

Also noted on CERT 24143

HANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds



2012 00137307

Cert: 24143 Doc: DECL OF
Registered: 06/06/2012 02:42 PM

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

REFERRED TO

JUN 05 2012

Plan 12325^B Lots 3,4,5,6+7
(EXAMINED AS DESCRIPTION ONLY)

T.C. PONTBRIAND
ACTING CHIEF ENGINEER

JAV

DECLARATION OF RESTRICTIONS

The Massachusetts Society for the Prevention of Cruelty to Animals, a duly organized not for profit charitable corporation having its principal place of business at 350 South Huntington Avenue, Boston, Massachusetts 02130 ("MSPCA"), being the registered owner of two (2) parcels of contiguous land located at 11 Crooked Lane and 11R Crooked Lane in the Town and County of Nantucket, Commonwealth of Massachusetts, shown on Land Court Plan No. 12325-A filed with Certificate of Title No. 1475 at said Registry District by virtue of Owner's Certificate of Title No. 24143 and shown as Lot 3 on Land Court Plan No. 12626-B filed with Certificate of Title No. 4393 at said Registry District by virtue of Owner's Certificate of Title No. 7532 ("MSPCA Land"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby imposes, for the benefit of the Inhabitants of the Town of Nantucket (the "Town"), acting by and through the Nantucket Planning Board ("Planning Board"), upon the MSPCA Land, the following restrictions (sometimes hereinafter referred to herein as the "Restrictions" or "this Declaration"):

1. Construction of Common Driveway. The MSPCA, its successors and assigns, shall not erect or place any permanent building upon that portion of the MSPCA Land shown as Lots 3, 4, 5, 6 and 7 ("Building Lots") on a plan entitled "PLAN OF LAND IN NANTUCKET, MA owned by MASSACHUSETTS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS prepared by BRACKEN ENGINEERING, INC., dated December 11, 2011, rev. April 23, 2012, to be filed as Land Court Plan No. 12325-B with Certificate of Title No. 24143 at the Nantucket Registry District of the Land Court, a copy of which is annexed hereto as Exhibit "A" ("ANR Plan"), until the construction of the common driveway (the "Common Driveway") within the area shown as "Access & Utility Easement" on a Sketch Plan, a copy of which is annexed hereto as Exhibit "B", has been completed in a good and workmanlike manner in accordance with the road specifications annexed hereto as Exhibit "C" to provide adequate and primary access by vehicle, foot, bicycle, and emergency vehicles to and from said Building Lots from and to Crooked Lane as shown on said Sketch Plan. All Building Lots shall be released from the provisions of Paragraph 1 of this Declaration upon the filing for registration at the Nantucket Registry District of the Land Court of a Certificate of Release signed by a majority of the members of the Planning Board.

MSPCA Declaration of Restrictions

2. Access. The MSPCA, its successors and assigns, agree that the primary **individual driveway access** (as defined in the Nantucket Zoning By-Law) to each of said Building Lots shall be located and constructed from and to the Common Driveway as shown on said Sketch Plan, and **shall not be located and constructed from and to West Chester Street to said Building Lots.** The MSPCA, its successors and assigns, **shall, however,** have the right to use West Chester Street, a public way, as shown on the ANR Plan for pedestrian, bicycle and **occasional secondary vehicular access to the Building Lots to accommodate boats, construction vehicles, recreational vehicles and special occasions.**

3. Term. The Restrictions contained herein shall run with the land and bind the MSPCA, its successors and assigns, and any person or entity holding any interest in or to the MSPCA Land and/or the Building Lots or any part thereof. The MSPCA acknowledges and agrees that the Restrictions granted herein are for the benefit of and enforceable by the Town and its successors and assigns in perpetuity or for at least a period of ninety-nine (99) years, and that the Restrictions, as they are held by the Town, constitute restrictions held by a governmental body, as those terms are defined in G.L. c.184, §26, and are thus not subject to G.L. c.184, §§27-30. Notwithstanding the foregoing, the Town is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Declaration, and the MSPCA, on behalf of itself and its successors and assigns, appoints the Town as its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf and that of its successors and assigns. Without limiting the foregoing, the MSPCA, on behalf of itself and its successors and assigns, agree to execute any such instruments upon request.

4. Enforcement. The rights hereby granted include the right to enforce the Restrictions contained herein by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violation, including, without limitation, relief requiring restoration of the MSPCA Land, the Building Lots, the Common Driveway, West Chester Street or any part thereof to their respective condition prior to the time of the injury complained of (it being agreed that the Town has no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. The Town shall have the option to enforce the terms hereof, but does not have the obligation to do so. By its acceptance of this Declaration, the Town does not undertake any liability or obligation relating to the condition of the MSPCA Land, the Building Lots, the Common Driveway, West Chester Street or any part thereof, nor does the Town's acceptance of this Declaration operate as a waiver of the requirements of any state or local law applicable to the use of the MSPCA Land, the Building Lots, or any part thereof.

5. No Waiver. Any forbearance with respect to any violation of the Restrictions contained herein, or failure to enforce such Restrictions, for however long such forbearance or failure to enforce shall continue, shall not preclude enforcement at a later

MSPCA Declaration of Restrictions

time with respect to the same violation or a subsequent violation. Any election by the Town as to the manner and timing of its right to enforce the Restrictions or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

6. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. The MSPCA hereby agrees to incorporate this Declaration, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the MSPCA Land, the Building Lots or any portion thereof, is conveyed, but the failure to incorporate or reference this Declaration shall not impair or limit the validity hereof.

7. Severability. If any court of other tribunal determines that any provision of this Declaration is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted from this Declaration as though it had never been included herein. In either case, the remaining provisions of this Declaration shall remain in full force and effect.

8. No Contest. The MSPCA on behalf of itself and its successors and assigns, hereby forever waives any and all rights to, and does hereby forego, any action at law or equity attempting to contest the validity of any provision of the covenants contained herein, and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration as a defense. If any provision of this Declaration shall nevertheless to any extent be held invalid, the remainder shall not be affected.

9. Reimbursement of Cost of Enforcement. The MSPCA on behalf of itself and its successors and assigns, covenant and agree to reimburse the Town for all reasonable costs and expenses (including without limitation attorneys' fees and costs) incurred in enforcing this Declaration or in remedying or abating any violation thereof.

10. Amendment and Release. This Declaration shall not be amended or terminated without the prior written consent of the Town, nor shall this Declaration be altered so as to be contrary to the purposes stated herein.

11. Governing Law. The Restrictions and covenants contained herein shall be governed by the laws of The Commonwealth of Massachusetts.

MSPCA Declaration of Restrictions

12. Counterparts. This Declaration may be executed in one or more separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

MSPCA Declaration of Restrictions

WITNESS our hand(s) and seal(s) this 2nd day of March 2012.

MASSACHUSETTS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a Massachusetts not-for-profit corporation

By: Carter Luke
CARTER LUKE, President
Hereunto duly authorized

By: Amy Fredericks
AMY FREDERICKS, Vice-President,
Chief Financial Officer,
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 2 day of ~~February~~^{March}, 2012, before me, the undersigned notary public, personally appeared Carter Luke and proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, in his capacity as President of the Massachusetts Society for the Prevention of Cruelty to Animals.

[Signature]
NOTARY PUBLIC
My Commission Expires: 3/26/2015

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 2 day of ~~February~~^{March}, 2012, before me, the undersigned notary public, personally appeared Carter Luke and proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, in his capacity as President of the Massachusetts Society for the Prevention of Cruelty to Animals.

[Signature]
NOTARY PUBLIC
My Commission Expires: 3/26/2015

MSPCA Declaration of Restrictions

ACCEPTANCE OF DECLARATION OF RESTRICTIONS

The Town of Nantucket, acting by and through its Planning Board pursuant to the authority granted under G.L. c. 41, §§81K-81GG and G.L. c. 184, §26, hereby accepts the foregoing Declaration of Restrictions from The Massachusetts Society for the Prevention of Cruelty to Animals on this 12 day of March, 2012.

NANTUCKET PLANNING BOARD

By: [Signature] BARRY RECTOR, CHAIRMAN

By: [Signature] SYLVIA HOWARD

By: [Signature] NATHANIEL LOWELL

By: [Signature] JOHN McLAUGHLIN

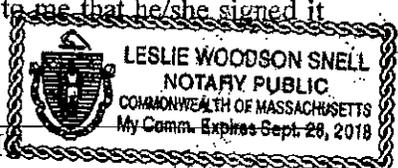
By: [Signature] LINDA WILLIAMS

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 12 day of March, 2012, before me, the undersigned notary public, personally appeared Sylvia Howard and proved to me through satisfactory evidence of identification, which were known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature] NOTARY PUBLIC



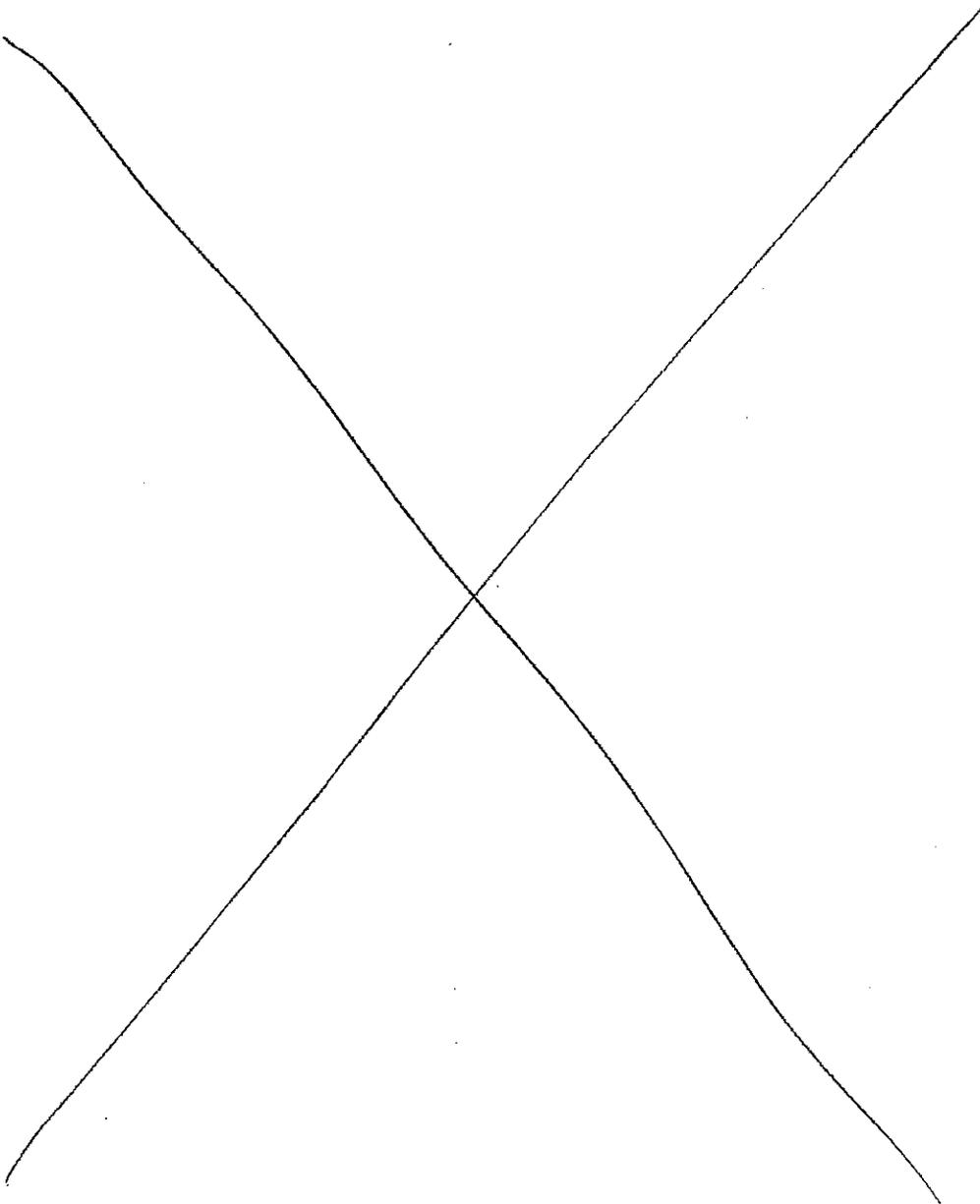
My Commission Expires:

MSPCA Declaration of Restrictions

EXHIBIT A

ANR PLAN

(See attached)



MSPCA Declaration of Restrictions

EXHIBIT B

Sketch Plan showing MSPCA Land, the Building Lots and the Common Driveway

(See attached)

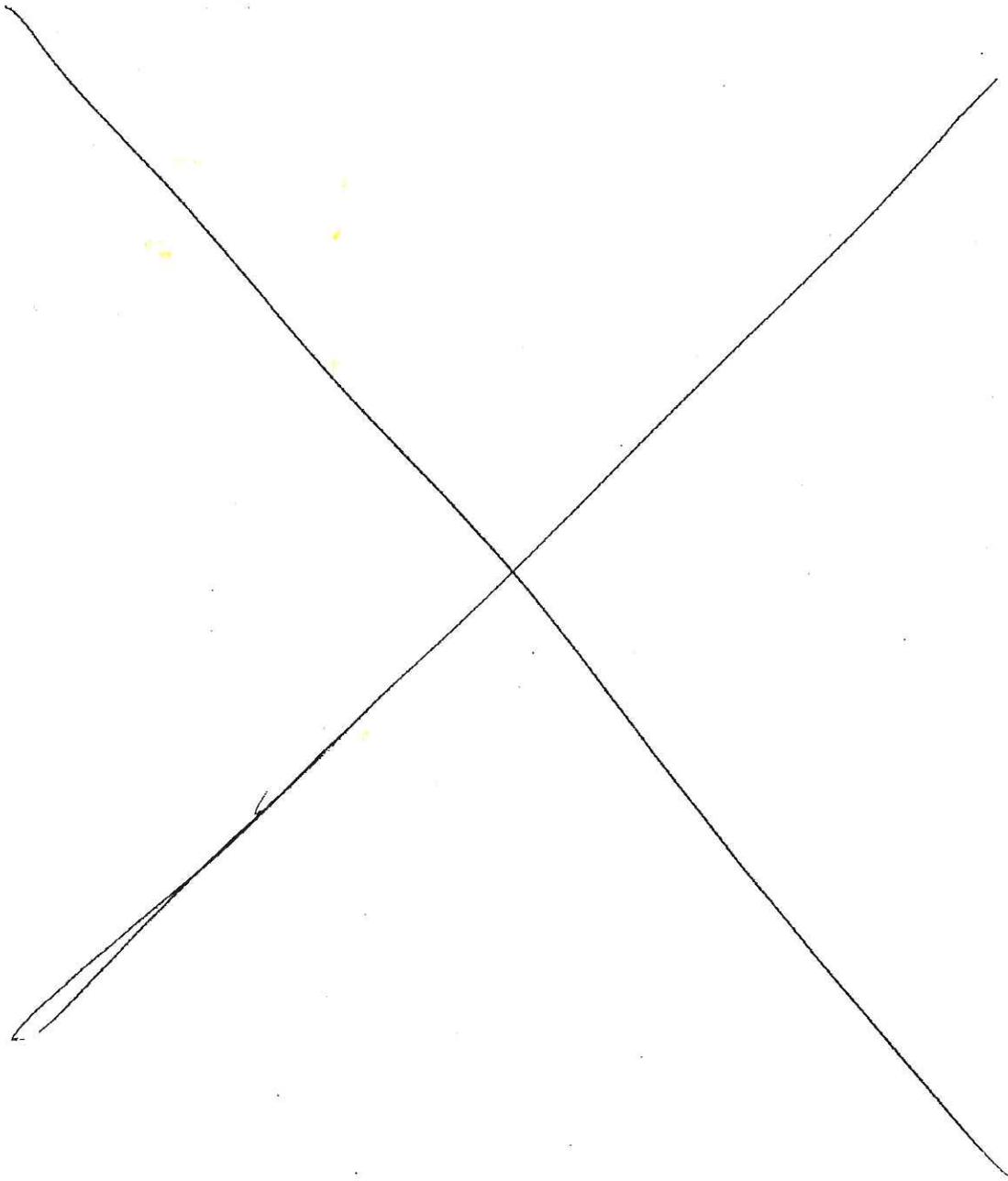
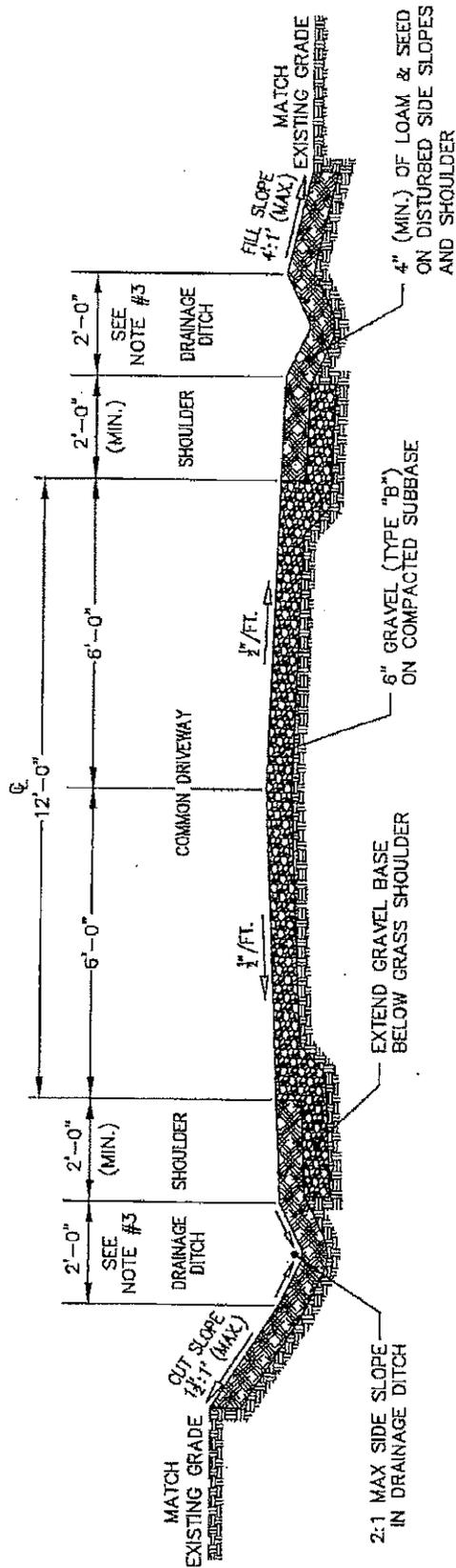


EXHIBIT "C"



TYPICAL SECTION
 STABILIZED COMMON DRIVEWAY
 FOR LOTS C, D, E, F & G
 #11 CROOKED LANE

NOTES:

1. ALL TOP SOIL, SUB-SOIL AND DELTERIOUS MATERIAL TO BE REMOVED BELOW GRAVEL SURFACE.
2. ALL PROPOSED UTILITIES WITHIN DRIVEWAY AREA TO BE LOCATED UNDERGROUND.
3. ALL DRAINAGE FROM DRIVEWAY TO BE CONTAINED WITHIN THE COMMON DRIVEWAY EASEMENT AREA AS DIRECTED BY A PROFESSIONAL CIVIL ENGINEER.

BDC No: 00137307

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Jun 06/2012 at 02:42P

Document Fee: 75.00 Rec Total: \$75.00

CERTIFICATE No: 24143

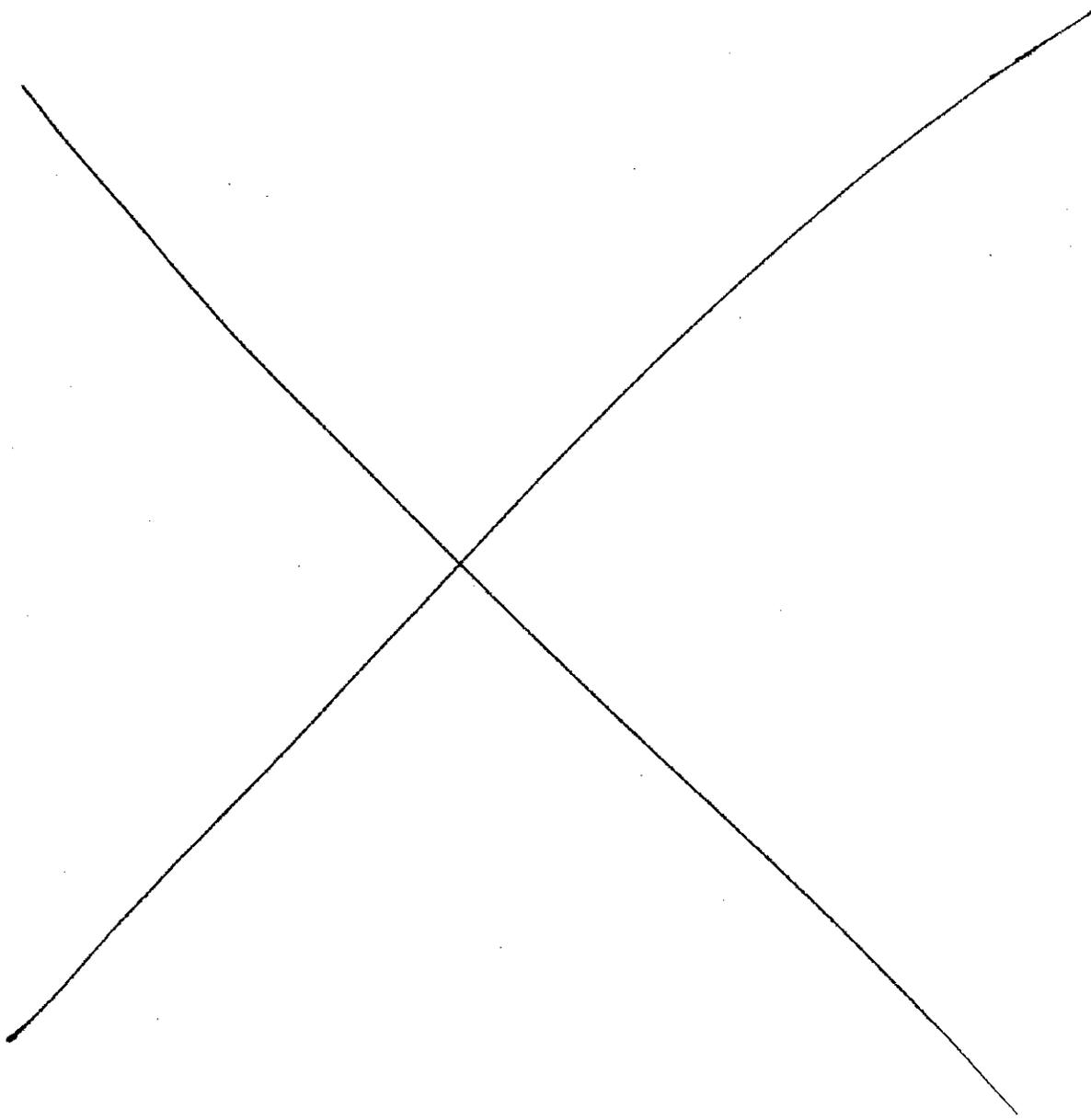
also noted on Court 7532

MSPCA Declaration of Restrictions

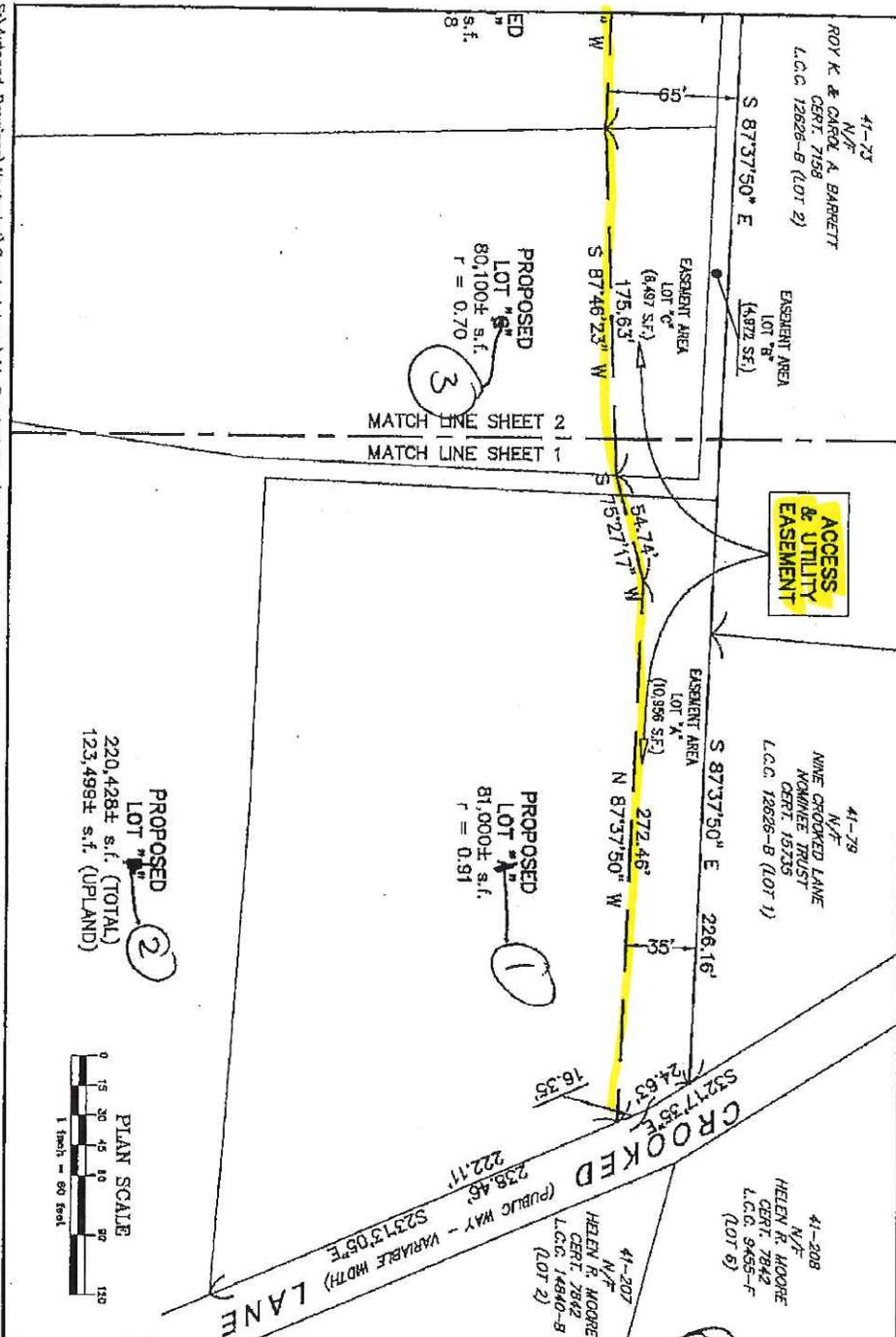
EXHIBIT C

Common Driveway Road Specifications

(See attached)



S:\Autocad Drawings\Nantucket\Crooked Lane\11 Crooked Lane\11 Crooked Ln--Common Drive Easement Plan.dwg Mor 09, 2012 - 3:59pm

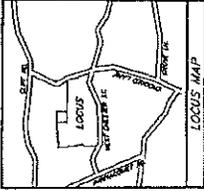


BRACKEN ENGINEERING INC

49 HERRING POND ROAD BUZZARDS BAY, MA 02532 (Tel) 508.833.0070 (Fax) 508.833.2282

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

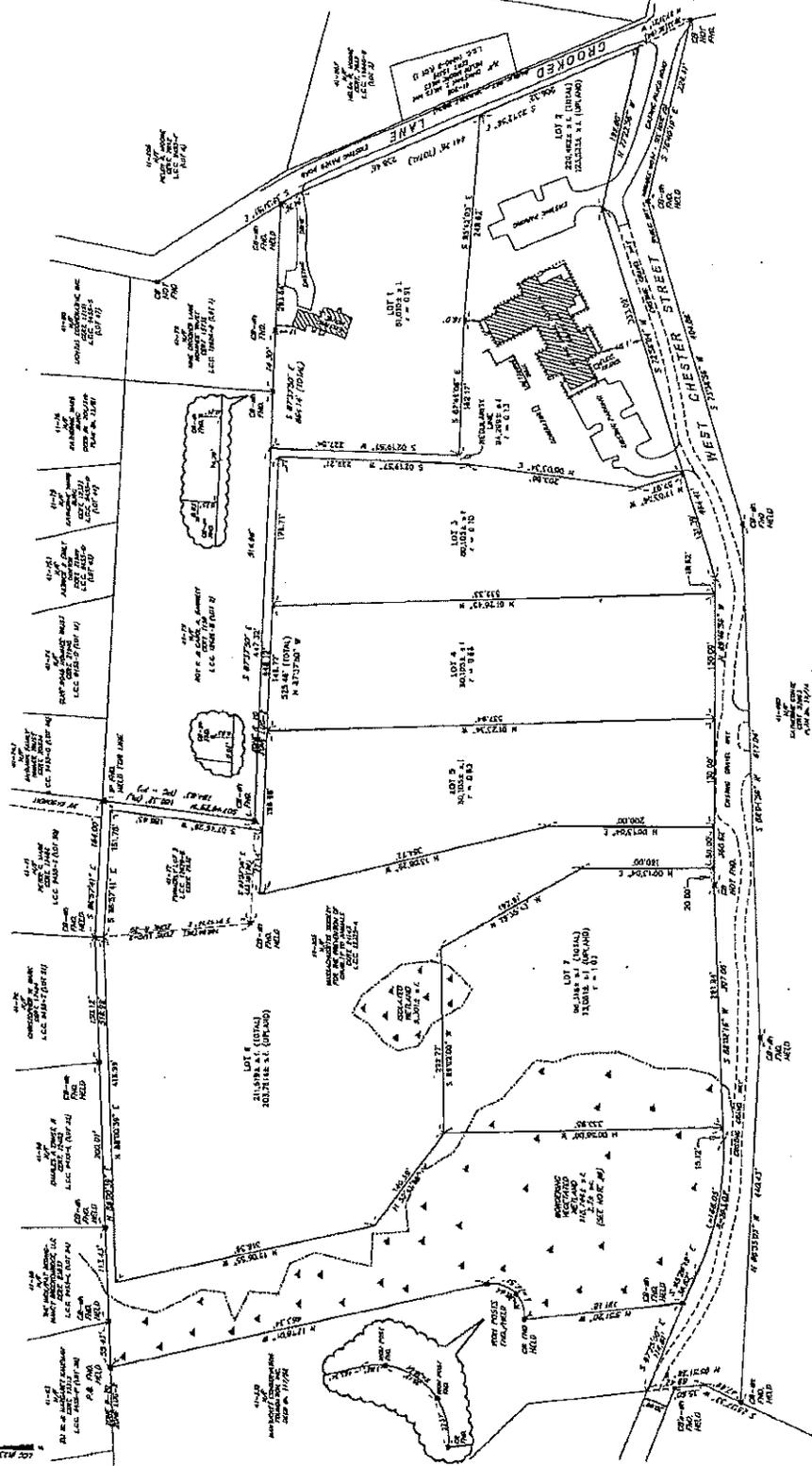
Sheet Title	EXHIBIT "A" B EASEMENT PLAN IN NANTUCKET, MA	Date	03/09/2012
Scale	1" = 60'	Drawn By	RMM
Prepared for	MARY MITCHELL HUMANE FUND #11 CROOKED LANE MAP 41 PARCEL 205	Checked By	JRF
Job No.	373-150	Sheet	1 of 2



- NOTES:**
1. LOCUS: (1) RECORD LANE AND ALL DIMENSIONS SAME AS MAP. (2) RECORD LANE AND ALL DIMENSIONS SAME AS MAP. (3) RECORD LANE AND ALL DIMENSIONS SAME AS MAP.
 2. OWNER: PROVISIONAL TO QUALITY FOR ANIMALS.
 3. ALL DIMENSIONS SHOWN TO CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHOWN TO CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHOWN TO CENTER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHOWN TO CENTER UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS SHOWN TO CENTER UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS SHOWN TO CENTER UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS SHOWN TO CENTER UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS SHOWN TO CENTER UNLESS OTHERWISE NOTED.

PLAN OF LAND
 IN
 MANUCCET, MA
 SUBDIVISION OF LAND
 AS SHOWN ON C.C. 12325-A
 LOT 3 AS SHOWN ON L.C.C. 12626-B
 OWNED BY
 MASSACHUSETTS SOCIETY
 FOR THE PREVENTION OF
 CRUELTY TO ANIMALS
 PREPARED BY
 BRACKEN ENGINEERING, INC
 19 OLD SOUTH ROAD
 MANUCCET, MA 02254
 (41) (304) 223-0044
 SCALE: 1"=50'
 DECEMBER 2, 2011
 REV: APRIL 23, 2012

APPROVAL UNDER SUPERVISION	
CHECKED, LAW NOT REQUIRED	
MANUCCET PLANNING BOARD	
DATE APPROVED:	
DATE REVISION:	



LOTS 5 AND 6 ARE SUBJECT TO ZONING BY-LAW SECTION 12B-15, (B)(3) EXCEPTIONS FOR FRONTAGE

TOTAL PROJECT FRONTAGE = 2,044.17'
 TOTAL NUMBER OF LOTS = 7
 AVERAGE FRONTAGE PER LOT = 292.11'

THE MANUCCET BOARD OF SELECTMEN HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT THE PROPOSED SUBDIVISION OF LAND AS SHOWN ON THE MANUCCET ZONING BY-LAW IS IN ACCORDANCE WITH THE BY-LAW. A PORTION OF THIS PLAN MAY BE REQUIRED TO BE FILED WITH THE RECORDS OF THE MANUCCET PLANNING BOARD TO PROCEED WITH CONSTRUCTION OF SUCH LOTS.

ZONING CLASSIFICATION: R-20
 MINIMUM LOT SIZE: 30,000 S.F.
 MINIMUM FRONT YARD SETBACK: 30'
 MINIMUM SIDE YARD SETBACK: 5'
 MINIMUM REAR YARD SETBACK: 10'
 MINIMUM COVER RATIO: 20.0%

ZONING CLASSIFICATION: R-20
 MINIMUM LOT SIZE: 30,000 S.F.
 MINIMUM FRONT YARD SETBACK: 30'
 MINIMUM SIDE YARD SETBACK: 5'
 MINIMUM REAR YARD SETBACK: 10'
 MINIMUM COVER RATIO: 20.0%

GRAPHIC SCALE
 0 50 100 150 200 250 300
 1 INCH = 50 FEET

TRAVERSE CLOSURE
 ANGULAR ERROR: 01' 00" 18"
 LINEAR ERROR: 0.01' 31" 27" E
 PRECISION: 1:12,200
 CON. ASSURANCE: ±(2mm + 3ppm x D) m.s.s.

±(1"-6") (P.M.) CONCRETE BOUNDS WITH DEAL HOLE FOUND.
 ±(1"-6") (P.M.) CONCRETE BOUNDS WITH DEAL HOLE FOUND.
 ±(1"-6") (P.M.) CONCRETE BOUNDS WITH DEAL HOLE FOUND.

CONTRACT: THIS PLAN IS THE PROPERTY OF BRACKEN ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BRACKEN ENGINEERING, INC.

DATE:	APRIL 23, 2012
BY:	BRACKEN ENGINEERING, INC.
CHECKED:	
APPROVED:	