



Nantucket Planning Board

STAFF REPORT

Date: February 14, 2017

To: Planning Board

From: Holly E. Backus
Land Use Specialist

Re: Staff Report for February 16, 2017 Special Planning Board Meeting

I. Call to Order:

II. Approve Agenda:

III. Public Hearings:

▪ #15-17 Douglas & Brenda E. Quijada – 15 Trotters Lane

FROM 02-01-17 STAFF REPORT:

The Applicants are requesting relief from the maximum allowable gross floor area of 650 square feet in order to convert 780 square feet within a primary dwelling into a tertiary dwelling. The Applicants are proposing to convert the basement of the primary dwelling into a three (3) bedroom Tertiary Dwelling. The site contains an existing 780 square foot primary dwelling and an existing 496 one (1) story garage. The Applicant received approval for a 613 square foot Secondary Dwelling at the Planning Board's Special Meeting on February 9, 2016. The site contains approximately 10,461 square feet of lot area and is zoned R-10. The Applicant is proposing a total of seven (7) bedrooms, which is consistent with the requirements of the Zoning Bylaw.

Access to the site is from a gravel driveway off Trotters Lane, a public paved roadway. Five (5) exterior parking spaces are shown on the site plan. The site plan as submitted does not meet all of the requirements of the Zoning Bylaw Sections 139-18 and 139-20.1 and must be amended accordingly.

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

1. That the Applicants shall submit a revised site plan to staff prior to the issuance of the approval letter. The revised site plan shall include the required driveway apron;
2. That the tertiary dwelling shall be in the same ownership as at least one other owner-occupied dwelling unit on the lot, or shall be owned by a non-for-profit, religious, or educational entity, or shall be subject to a restriction limiting occupancy to a year-round household;
3. That the driveway entrance shall be cleared free of vegetation and obstruction to a minimum width of twelve (12) feet and a height of thirteen (13) feet;

4. That any landscaping at the driveway entrance be limited to low growing plant material not to exceed three (3) feet in height; and,
5. 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.

Although we recommend this application, there may be an option that does not require Special Permit relief and staff will discuss it with the Applicant prior to the meeting.

UPDATE:

There was no representation at the last meeting and therefore the application was continued. Staff has received confirmation that the proposed (approved) Secondary Dwelling will not work as a Tertiary Dwelling because it has multiple floors, with living space well over the 650 square feet requirement. The Applicant has provided the floor plan for the proposed Tertiary Dwelling. A copy is included in the Board's packet for consideration.

RICHMOND GREAT POINT DEVELOPMENT, LLC APPLICATIONS:

FROM 02-01-17 STAFF REPORT:

All RGPD applications (#7988, #40-16, #53-16, #8024 & #8025) were opened at the January 19, 2017 Special Planning Board meeting. The Board and staff still had pending questions about the Traffic Report and its revisions. Some Board members questioned locations of playground areas for children of the proposed development, as well as school bus locations. At the last meeting on January 26, 2017, the subdivision applications (#7988, #8024 & #8025) were approved by the Board with conditions, leaving the Special Permit applications for discussion. Since last week's meeting, staff has received sketches of the proposed common and pocket parks, proposed driveway concepts for the Sandpiper subdivision, proposed conditions for Sandpiper I & II, and an aerial plan showing existing conditions of Nancy Ann Lane for the Board's consideration.

UPDATE:

The remaining Special Permit applications were opened at the February 2, 2017 Special Planning Board meeting. However, staff wanted to focus on Sandpiper I & II development. The Board discussed the driveway concepts and street trees. One Board member wanted to see the proposed list of conditions for both the single and multi-family developments, along with the Homeowners Association documents, and playgrounds for children. Staff requested the parking layout "templates" to be agreed upon moving forward and that duplexes will not be allowed next to one another or across the street from one another. However, RGPD indicated that they have no intention of building duplexes, although potential buyers might. There was a brief discussion about the Meadows II Apartment development, resulting in a request that the buildings be clustered to create more open space. RGPD indicated that the proposed design layout for Meadows II is undergoing refinement. Lighting, pools, trash pick-up, and mailbox locations were also discussed. Members from the Cedar Crest III community requested a prohibition on 2nd dwellings upon the 10,000 square foot lots along Evergreen Way. Negotiations with the neighborhood are still underway regarding the cul-de-sacs. The Board and Staff determined that the applicant should submit a landscape plan clearly showing the required 20' buffer zone. Since the meeting, Staff and the Board have received a proposed pocket-park/playground plan for Meadows II, proposed detail of a pocket-park, revised driveway and off-street parking alternatives for Sandpiper I & II, proposed Sandpiper I Homeowners Association documents, proposed Declaration of Restrictions and Easements, and revised draft Sandpiper I & II Special Permit decisions for the Boards consideration.

The Applications were not heard at the regular February 13, 2017 due to the length of the meeting. A revised schematic site plan with open space for Meadows II is included in the Board's packet for consideration. The revised plan reconfigures the apartment building, as requested by the Board, to create open space areas with pocket parks and play areas for children and a proposed community garden area. The plan also provides proposed internal lot lines with alley ways between Meadows II and Sandpiper

developments. The alley ways give interconnectivity between developments, which is a feature staff encourages.

- **#40-16 “Meadows II” Rental Apartment Development Project, 20 and 20R Davkim Lane,**
action deadline 03-31-17

FROM 07-01-16 STAFF REPORT:

The Applicant is requesting a Special Permit to allow the development of the “Medows II,” a workforce rental community project, located on a combination of two (2) contiguous properties, comprising of two hundred and twenty-five (225) rental apartment units. The proposed project will offer a mix/range of studio, one-bedroom, two-bedroom, and three-bedroom units, with a total of three hundred and sixty-three (363) individual bedrooms. The Applicant is further requesting waivers from Major Site Plan Review; Intensity Regulations; and Site Plan Review. The Applicants will be providing a Traffic Study for a future meeting. The proposed project will need to be served by new infrastructure, which will be provided by the applicant. This includes water and sewer services, drainage, street lighting, landscaping, etc. Recently, town staff had a coordinated review with the Applicants to discuss the proposed project. Staff understands that the Applicant would like to hear feedback from the Board on the proposed projects as the projects represent a preliminary design concept. Staff does not have any recommendations at this time.

FROM 08-18-16 STAFF REPORT:

At the last meeting, the Board heard comments from the public asking for the Board to keep the existing neighbors in mind when making decision on the proposed development. Cormac Collier reminded the Board about he meeting held in October 2015 regarding the lot size and creating a “transitory zone” between the existing development and the proposed. Staff does not have any recommendations at this time.

FROM 10-26-16 STAFF REPORT:

The Applicant provided a revised Master Site Plan for Sandpiper Place and Meadows II.

FROM 12-30-16 STAFF REPORT:

No further update, however staff received a copy of a letter from the Naushop Homeowners Association regarding the “Sewer Mitigation and Connection Agreement” between the Town and RGPD. The Naushop Homeowners Association brought up some concerns on the lift station to consider. A copy of the letter is included in the Board’s packet for consideration. The Applicant provided a revised Master Site Plan for Sandpiper Place and Meadows II, dated December 5, 2016.

- **#53-16 “Sandpiper Place I” (South)Single Family Home Development Project - Off Daffodil Lane, Mayflower Circle, Evergreen Way, and Old South Road,**
action deadline 03-31-17

FROM 10-03-16 STAFF REPORT:

The Applicant is requesting a Special Permit for the development of the “workforce homeownership housing” project. This application comprised of the southern portion of the property (24, 26, 30 Evergreen Way and portions of 6 and 8 Mayflower Circle. The overall project includes a total of forty-seven (47) lots, including one (1) open space lot, and forty-six (46) housing lots. This application replaces the previously submitted applications #43-16 and #8014 “Sandpiper Place” that was withdrawn by the Applicant at the September Planning Board meeting.

FROM 10-26-16 STAFF REPORT:

The Applicant provided a revised Master Site Plan for Sandpiper Place and Meadows II.

FROM 12-30-16 STAFF REPORT:

The Applicant provided a revised Master Site Plan for Sandpiper Place and Meadows II, dated

December 5, 2016.

- **#54-16 “Sandpiper Place II” (North) Single Family Home Development Project, Off Daffodil Lane, Mayflower Circle, Evergreen Way, and Old South Road, *action deadline 03-31-17***
FROM 10-03-16 STAFF REPORT:

The Applicant is requesting a Special Permit for the development of the “workforce homeownership housing” project. This application comprised of the northerly portion of the property (30, 32, 34, and 35 Daffodil Lane and 3, 4, 5, 7, 9, and 10 Mayflower Circle, as well as the 40’ wide private way located adjacent to 73 Old South Road. This application also includes portions of 6 and 8 Mayflower Circle properties; 73 and 75(A) Old South Road properties; and the western portions of the Mayflower Circle and Daffodil Lane private ways (comprised of the existing cul-de-sac bulbs and stubs), classified as Lots 615 and 663, respectively as shown on Nantucket Land Court Plan #16514-40). The overall project includes a total of fifty-nine (59) lots, including one (1) community/public use lot, two (2) open space lots, three (3) lots to be conveyed to Housing Nantucket, and fifty-three (53) housing lots. This application replaces the previously submitted applications #43-16 and #8014 “Sandpiper Place” that was withdrawn by the Applicant at the September Planning Board meeting.

FROM 10-26-16 STAFF REPORT:

The Applicant provided a revised Master Site Plan for Sandpiper Place and Meadows II.

FROM 12-30-16 STAFF REPORT:

The Applicant provided a revised Master Site Plan for Sandpiper Place and Meadows II, dated December 5, 2016.

IV. Public Comments:

V. Other Business:

- **Reminder Regular Planning Board meeting will be March 6, 2017 @ 6:00PM.**

VI. Adjourn:



Nantucket Planning Board

Nantucket Planning Board Agenda

THURSDAY, February 16, 2017
4:00PM

PUBLIC SAFETY TRAINING ROOM

SECOND FLOOR

www.nantucket-ma.gov

Video and audio of meeting available on Town website

(AGENDA SUBJECT TO CHANGE)

*The Planning Board meeting will be audio/ video recorded.

The complete text, plans, application, or other material relative to each agenda items are available for inspection at the Planning Office at 2 Fairgrounds Road between the hours of 8:30 AM and 4:30 PM

I. Call to order:

II. Approval of the agenda:

III. Public Hearings:

- #15-17 Douglas & Brenda E. Quijada, 15 Trotters Lane, *action deadline 05-14-17*

RICHMOND GREAT POINT DEVELOPMENT, LLC APPLICATIONS:

- #40-16 "Meadows II" Rental Apartment Development Project, 20 and 20R Davkim Lane, *action deadline 02-28-17*
- #53-16 "Sandpiper Place I" (South) Single Family Home Development Project, Off Daffodil Lane, Mayflower Circle, Evergreen Way, and Old South Road, *action deadline 03-31-17*
- #54-16 "Sandpiper Place II" (North) Single Family Home Development Project, Off Daffodil Lane, Mayflower Circle, Evergreen Way, and Old South Road, *action deadline 03-31-17*

IV. Public Comments:

V. Other Business:

- Next regular Planning Board meeting will be March 6, 2017 at 6:00 PM.

VI. Adjourn:

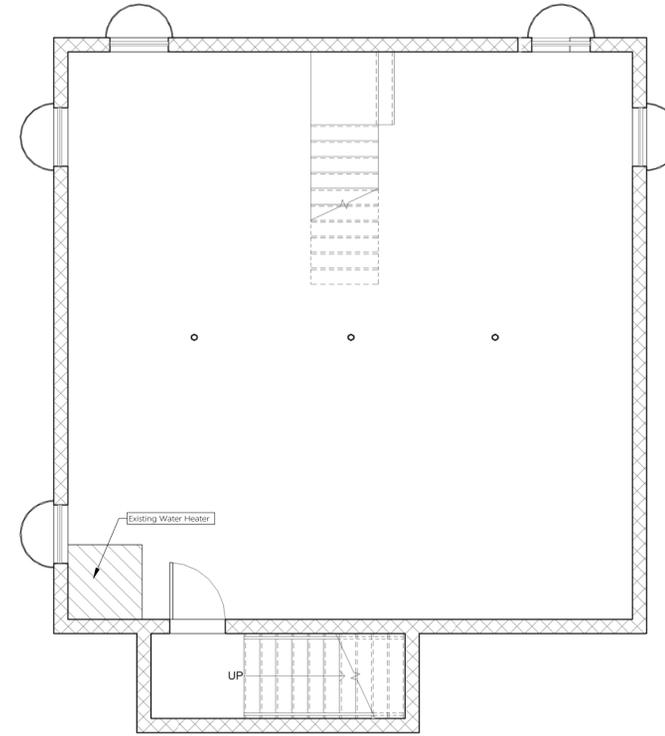


#15-17 - Tertiary Special Permit
Douglas & Brenda E. Quijada
15 Trotters Lane
Map 67 Parcel 284

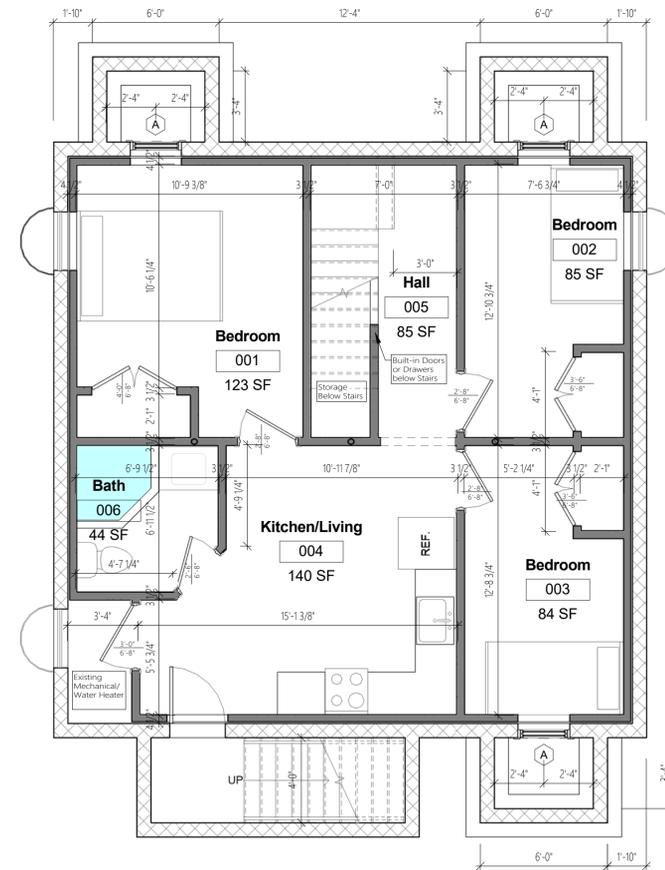




3 3D View 1



1 Existing Basement
1/4" = 1'-0"



2 Proposed Basement
1/4" = 1'-0"

Sheet

Basement

SHEET INDEX

A.100 Basement
Grand total: 1

Date

01.24.17

Revisions

No.	Description	Date

A.100

Scale

1/4" = 1'-0"

PAID
PAID
PAID
BY: *ck 182 250- ds*
JAN 13 2017



Nantucket Planning Board

2017 JAN 13 PM 2:35
NANTUCKET
TOWN CLERK

Application for a Special Permit

Date: 1/11/17 Planning Board File #: 15-17

Name of development: _____

Owner(s) name(s): Quijada Douglas & Brenda E

Mailing address: 15 Trotters Ln, Nantucket, MA 02554

Phone number: _____ Fax number: _____ E-mail: _____

Applicant's name: JB Studio, Juraj Beucat

Mailing address: PO Box 3741, Nantucket, MA 02584

Phone number: 508 332 9654 Fax number: _____ E-mail: juraj@thejbstudio.com

Engineer / surveyor's name: _____

Mailing address: _____

Phone number: _____ Fax number: _____ E-mail: _____

Location of lot(s):
 Street address 15 Trotters Ln

Tax Assessors Map 67 Parcel 284

Nantucket Registry of Deed: Plan Book 24 and Page 59 **OR**

Plan File # _____ **OR** Land Court Plan # _____ at Certificate # _____

Size of parcel: 0.24 AC sq. ft. Zoning District: R10

Special Permit sought: (check one)

- Cluster subdivision
- Commercial WECS
- Driveway Access/Curb Cut Special Permit
- Harbor Overlay District (HOD)
- Major Commercial Development (MCD)

- Multi-family Special Permit
- Moorlands Management District Subdivision or Construction (MMD)
- NEHOD (Neighborhood Employee Housing Overlay District)
- MRD (Major Residential Development)
- MIPOD (Mid-Island Planned Overlay District)
- Other Uses Requiring a Special Permit (specify all uses and *Nantucket Code* sections)

Section	Description
139-2	Adel tertiary dwelling in basement with 780 SF ground cover

Specify all associated Zoning Code relief sought:

Section	Description

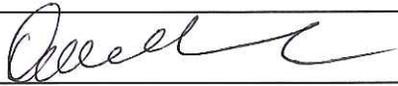
Only the zoning relief expressly requested above will be considered as part of this application.

If applying for a Major Commercial Development, specify how the application will comply with Section 139-11 (J) of the *Zoning Code of the Town of Nantucket*, also known as the Town's Affordable Housing Effort:

Planning Board filing fee due: \$ _____

Engineering Inspection Escrow Deposit due: \$ _____

I/ we hereby certify that the applicant(s) cited above have been authorized by me/ us to file a Special Permit application with the Planning Board on property that I/ we own.

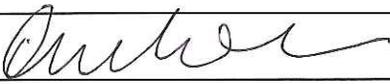


Owner(s)' Signature(s)



Applicant's Signature

I/we Quijada Douglas & Brenda E, the undersigned, hereby authorize
JB Studio, Junaj Benoit to act as agent(s) on my/our behalf and to
make any necessary revisions on this filed application as they may be requested by the Board to meet its governing
rules and guidelines.



Owner(s)' signature(s)

Check List:

- Planning Board Special Permit abutters list – to be obtained at the Tax Assessor's office
- Completed application form entitled "Application to the Planning Board for a Special Permit"
- Application fee of \$250.00 payable to Town of Nantucket
- Abutters fee of \$6.74 per abutters payable to Pitney Bowes Reserved Funds
- Four (4) sets of mailing labels with each abutter's name and address
 - 1" x 2 5/8" size, typed labels, are preferred
 - duplicate labels are not necessary if the same owner is listed for more than one abutting property
- Town Clerk's stamped application (provide 2 copies-one for Town Clerk and one for Planning Board)
- A "pdf" electronic copy of applications, plans and materials is requested. Electronic and pdf's can be submitted by disks or email to cancero@nantucket-ma.gov.



Nantucket Planning Board

APPLICATION FOR A TERTIARY (3rd) DWELLING PERMIT

Date Submitted: 1/12/17 Fee Amount: _____ Number: _____

Applicant: JB Studio, Juraj Benca

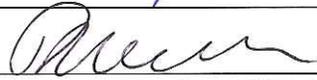
Mailing address: PO Box 3741, Nantucket, MA 02584

Daytime phone number: 508 332 9654 Fax: _____

E-mail Address: juraj@thejbstudio.com

Owner (if other than applicant): Quijada Douglas & Brenda E

Mailing address: 15 Trotters Ln, Nantucket, MA 02554

Signature of Property Owner(s)  _____

Location of proposed tertiary (3RD) dwelling:

Street Address: 15 Trotters Ln

Assessors Tax Map #: 67 Parcel #: 284

Size of Parcel: 0.24 AC Zoning District: R10

Tertiary Dwelling # of Bedrooms: 3

Secondary Dwelling # of Bedrooms: 2

Primary Dwelling # of Bedrooms: 2

Number of Parking Spaces required (See Chapter 139-18 of the Bylaw): 5

Number of Parking Spaces provided: 5

OCCUPANCY: (Circle which unit will be owner occupied)

Primary

Secondary

Tertiary

OWNERSHIP TITLE REFERENCES:

RECORDED LAND (Registry of Deeds Title References)

DEED noted in Book 24, Page 59

Lot(s) # 9c shown on Plan March 22, 1988

REGISTERED LAND (Land Court Title References)

Certificate of Title Number _____

Lot (s) # _____ shown on Land Court Plan# _____

Please provide a brief description of the proposed third dwelling:

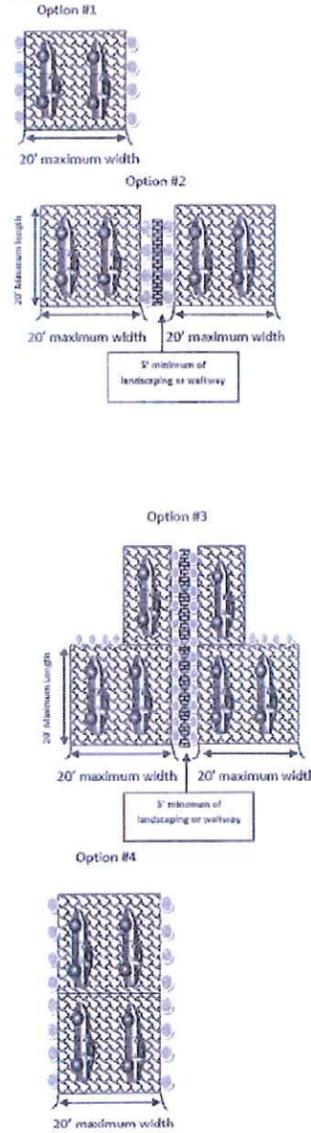
*****PLEASE DO NOT WRITE "SEE ATTACHED."*****

*****Submission Requirements: See attached checklist:**

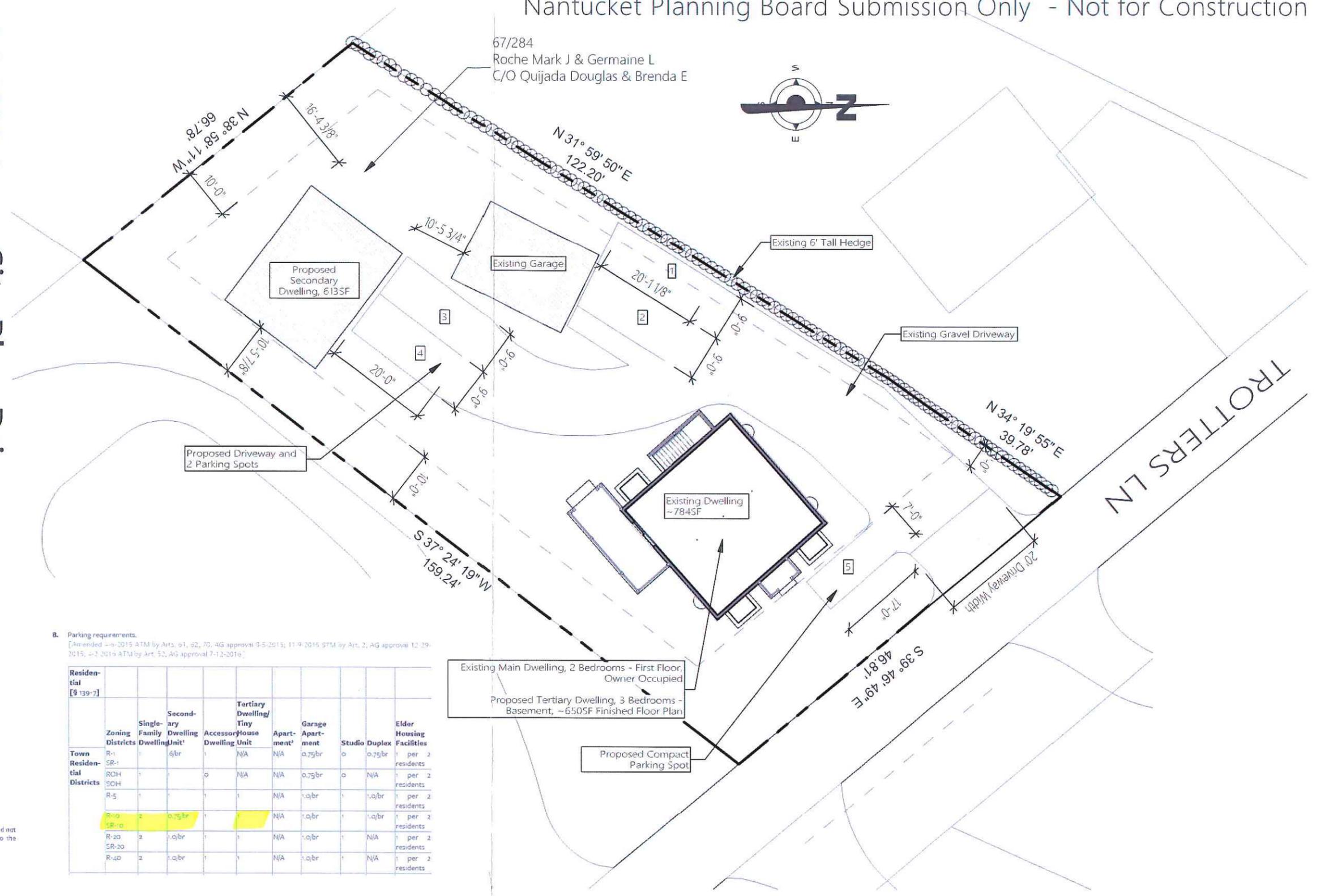
(f) The width of driveway accesses shall be measured at the limit of the traveled way within the street right-of-way.

(1) Driveway width for commercial uses shall be a minimum of 12 feet and a maximum of 30 feet, excluding corner roundings which may have a maximum radius of 5 feet.

(2) Driveway access for residential uses shall be cleared free of vegetation and obstruction to a minimum width of 10 feet and a minimum height of 13 feet. The traveled surfaces of the driveway shall be a minimum of 10 feet in width and a maximum of 5 feet in width, excluding corner rounding which may have maximum radius of 2 feet. A residential driveway access not exceeding 20 feet in width (excluding corner rounding with a maximum radius of 2 feet) may be allowed subject to its conformance with standards as shown in Option 1, below and subject to conditions set forth in Subsection B(2)(g) below. In the R-5 District only, such driveways may be constructed on a single lot, provided that the driveways are separated by at least 5 feet of landscaping or walkway as shown in Option 2, below. Tandem parking extensions to any such driveway configuration as shown in Options 3 and 4, below, may be allowed through the issuance of a special permit by the Planning Board.



1
Site Plan, Driveway
1" = 20'-0"



B. Parking requirements.
[Amended 4-9-2015 ATM by Arts. 61, 62, 70, AG approval 9-5-2015; 11-9-2015 STM by Art. 2, AG approval 12-19-2015; 4-2-2019 ATM by Art. 52, AG approval 7-12-2019.]

Residential [9-13-63-7]	Zoning Districts	Single Family Dwelling Unit	Secondary Dwelling Unit	Accessory Dwelling Unit	Tertiary Dwelling/Tiny House	Apartment	Garage Apartment	Studio Duplex	Elder Housing Facilities
Town Residential Districts	R-1	1	0.5br	1	N/A	N/A	0.75br	0	0.75br
	SR-1	1	0.5br	1	N/A	N/A	0.75br	0	1 per 2 residents
	ROH	1	0	0	N/A	N/A	0.75br	0	1 per 2 residents
	SOH	1	0	0	N/A	N/A	0.75br	0	1 per 2 residents
	R-5	1	1	1	N/A	N/A	1.0br	1.0br	1 per 2 residents
	R-10	2	0.5br	1	N/A	N/A	1.0br	1.0br	1 per 2 residents
	SR-10	2	0.5br	1	N/A	N/A	1.0br	1.0br	1 per 2 residents
	R-20	2	1.0br	1	N/A	N/A	1.0br	N/A	1 per 2 residents
	SR-20	2	1.0br	1	N/A	N/A	1.0br	N/A	1 per 2 residents
	R-40	2	1.0br	1	N/A	N/A	1.0br	N/A	1 per 2 residents

Existing Main Dwelling, 2 Bedrooms - First Floor, Owner Occupied
Proposed Tertiary Dwelling, 3 Bedrooms - Basement, ~650SF Finished Floor Plan
Proposed Compact Parking Spot

1/13/2017 12:58:13 PM



JB Studio
PO Box 3741
Nantucket, MA 02584
www.theJBStudio.com
tel: (508) 332-9654 email: juraj@theJBStudio.com

Quijada Residence

15 Trotters Ln., Nantucket, MA 02554

Sheet

Site Plan, Driveway

01.13.17

C.102

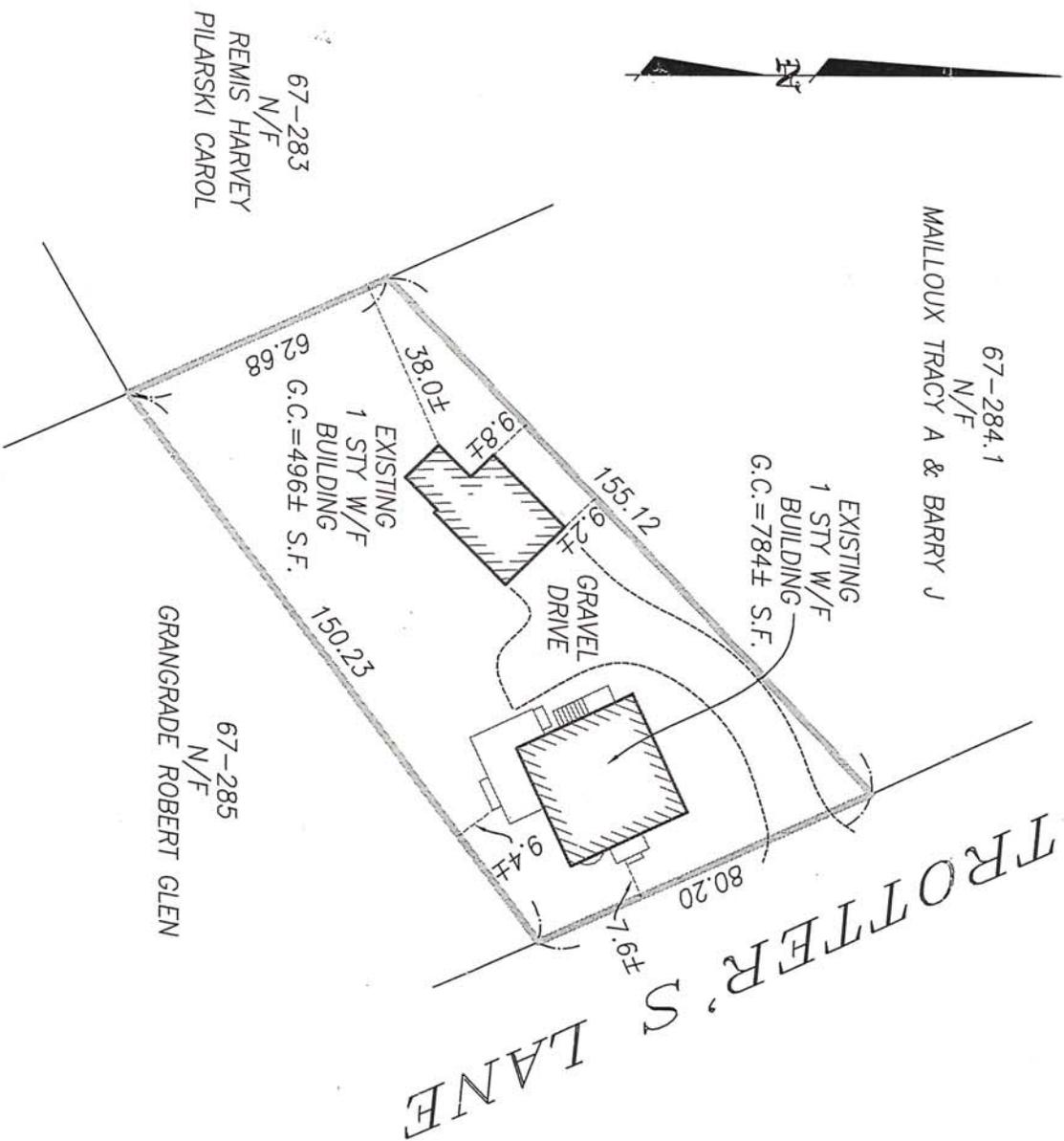
Scale

As indicated

CURRENT ZONING CLASSIFICATION:
Residential 10 (R-10)

EXISTING:

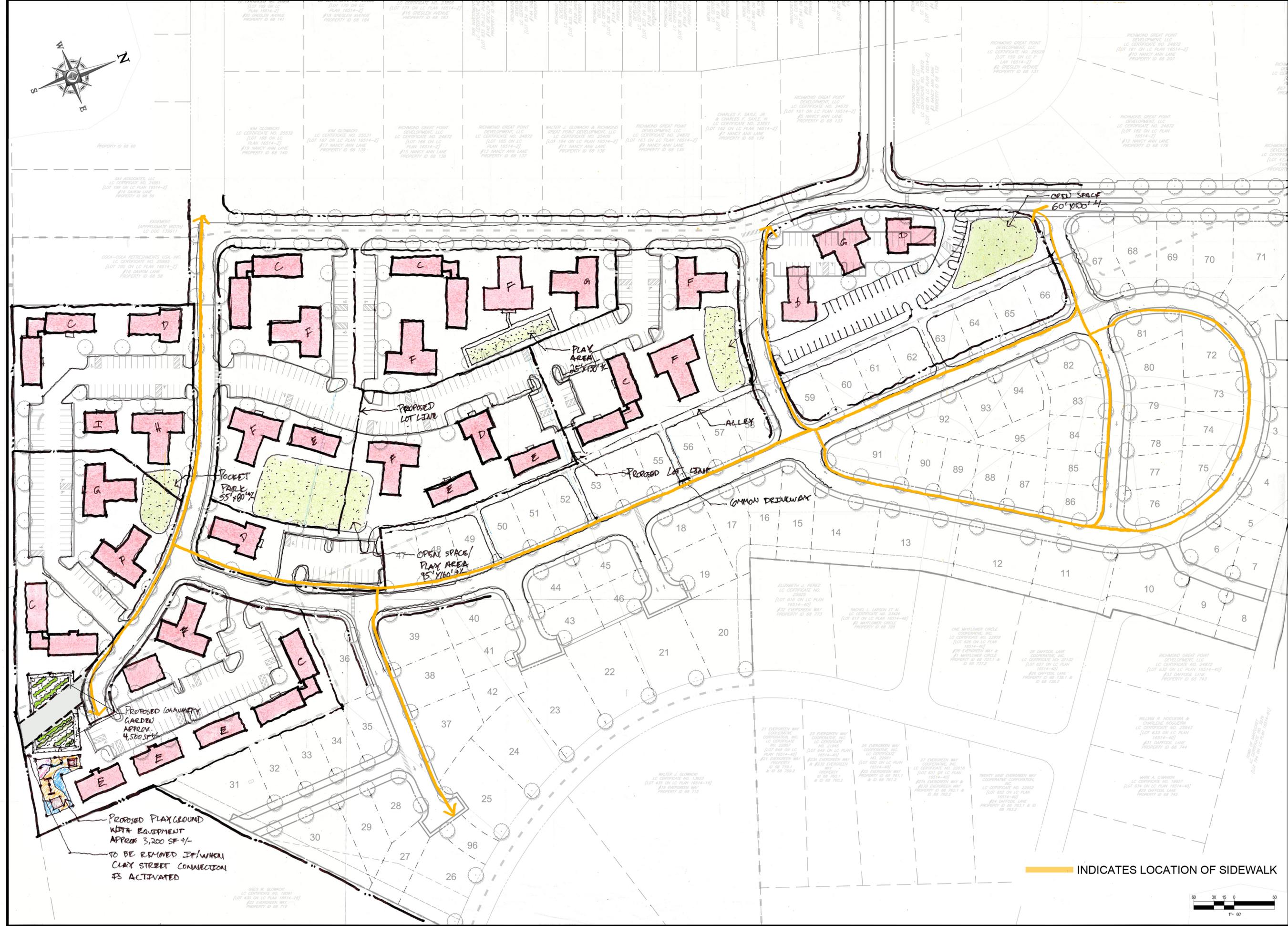
MINIMUM LOT SIZE:	10,000 S.F.	10,461± S.F.
MINIMUM FRONTAGE:	75 FT.	SEE PLAN
FRONT YARD SETBACK:	20 FT.	SEE PLAN
REAR/SIDE SETBACK:	10 FT.	SEE PLAN
GROUND COVER %:	25%	SEE PLAN



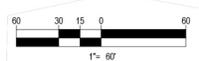
BUILDING LOCATION PLAN OF LAND IN NANTUCKET, MASS.

I CERTIFY, AS OF: *4/18/2016* THAT
THE BUILDING(S) IS/ARE LOCATED ON THE
GROUND AS SHOWN HEREON.





INDICATES LOCATION OF SIDEWALK



BOHLER ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING
 LAND SURVEYING DESIGN
 SUSTAINABLE DESIGN

PERMITTING SERVICES
 TRANSPORTATION SERVICES

RALEIGH, NC
 RICHMOND, VA
 TAMPA, FL
 ATLANTA, GA
 BALTIMORE, MD
 BOSTON, MA
 CHARLOTTE, NC
 DALLAS, TX
 DENVER, CO
 HOUSTON, TX
 LOS ANGELES, CA
 MIAMI, FL
 NEW YORK, NY
 PHILADELPHIA, PA
 RICHMOND, VA
 WASHINGTON, DC

REVISIONS

REV	DATE	COMMENT	BY
1			
2			
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11			
12			
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PERMITTING

PROJECT No. W141196
 DRAWN BY: ZLR
 CHECKED BY: MW
 DATE: 12/5/16
 SCALE: AS NOTED
 (CRB) 15501 PARKING AND ALLEYWAY BASE

PROJECT

DEFINITIVE SUBDIVISION PLANS

FOR

MEADOWS II

RICHMOND GREAT POINT DEVELOPMENT LLC

LOCATION OF SITE
 20 DAVKIM LANE
 NANTUCKET, MA 02554

BOHLER ENGINEERING

75 FEDERAL STREET
 SUITE #620
 BOSTON, MA 02110
 Phone: (617) 849-8040
www.BohlerEngineering.com

M.J. MRVA

REGISTERED
 LANDSCAPE ARCHITECT

MASSACHUSETTS No. 1217
 RHODE ISLAND No. 419
 NEW YORK No. 002359
 NEW HAMPSHIRE No. 109
 CONNECTICUT No. 1359

SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

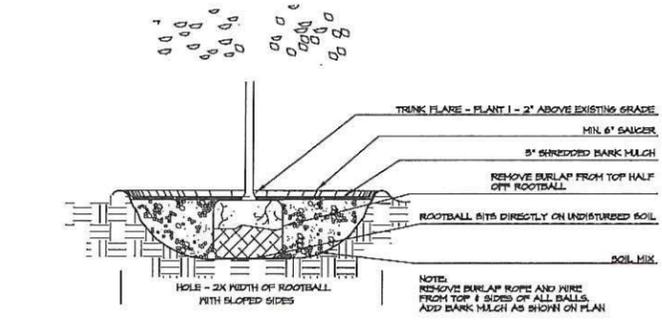
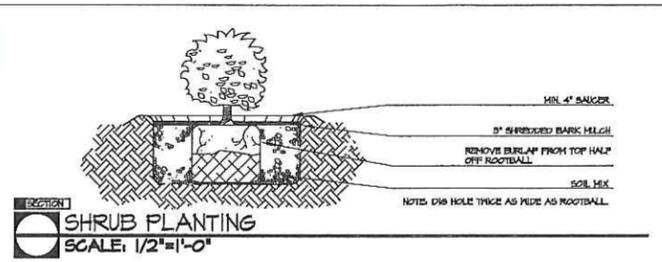
L-1
 OF 26

REV 0 - 12/5/2016

P:\141196\DCS\Drawings_Enhanced\1-Planning and Alleyway Base.dwg, L:\LAND, 10/25/16, 4:26:00 PM, jmm, Xerox3509.dwg, User:JMM, 11

LINER BLDG. : LIGHTING & HARDSCAPE

PLANNING OFFICE
 FEB 09 2017
 RECEIVED



REFUSE DUMPSTER ENCLOSURES:

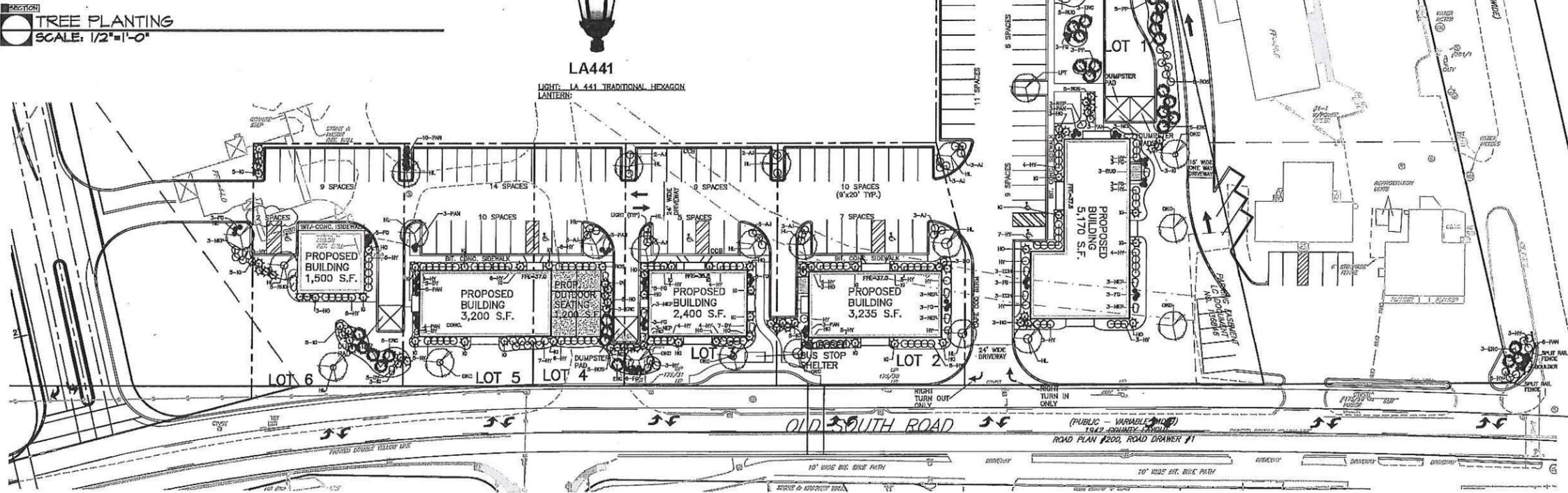
Refuse dumpster enclosures are proposed to be comprised of five foot (5') high natural cedar (wooden) plank fence panels, topped with one foot (1') high natural cedar (wooden) one inch (1") diameter "criss-cross / diamond" pattern lattice, topped with two inch (2") high natural cedar (wooden) horizontal beam pieces, to create a finished appearance at the top of the fence panels. Each enclosure will include two door panels (swinging out), centered in the side of the enclosure facing the parking lot and drive aisle, which will be installed to allow for access to the enclosures and to secure the enclosures; the door panels will be comprised of the same materials, at the same height, with galvanized steel latch mechanisms. The enclosures will be supported by four inch (4") diameter pressure treated vertical posts, anchored into the concrete refuse dumpster pads (the posts will be spaced at approximately four foot (4') to five foot (5') intervals). The panels will be secured to the posts and the building with galvanized steel brackets, attached to the inside of the fence panels. The bottom of the fence panels will be installed beginning at approximately four inches (4") above grade, to allow for air circulation, and to provide for the passage of small rodents and wildlife.

AC UNIT ENCLOSURES:

AC units enclosures are proposed to be a total height of four feet (4') and comprised of ten inches (10") high natural cedar (wooden) plants and topped with twenty-six inches (26") high natural cedar (wooden) one inch (1") "square" pattern lattice, topped with one inch (1") high natural cedar (wooden) horizontal beam pieces. The enclosures will be supported by four inch (4") diameter pressure treated vertical posts, anchored into the concrete pads (the posts will be spaced at approximately four foot (4') intervals). The panels and lattice will be secured to the posts and the building with galvanized steel brackets, attached to the inside of the fence panels. The bottom of the fence panels will be installed beginning at approximately four inches (4") above grade, to allow for air circulation, and to provide for the passage of small rodents and wildlife.



LA441
 LIGHT: LA 441 TRADITIONAL HEXAGON LANTERN



Plant Schedule

Qty	Key	Botanical Name	Common Name	Size
TREES:				
15	HL	Gleditsia triacanthos 'Skyline'	Honeylocust	2.5-3' cal
2	LPT	Platanus x acerifolia 'Bloodgood'	London Plane Tree	2.5-3' cal
7	CKC	Prunus x necans 'Okame'	Okame Flowering Cherry	2.5-3' cal
6	PP	Pinus rigida	Pitch Pine	2.5-3' cal

SHRUBS:	Botanical Name	Common Name	Size	
25	AJ	Juniperus horizontalis 'Andorra Compacta'	Andorra Juniper	18-24"
20	ERIC	Aquilegia vulgaris	European Red Cowslip	6-7"
32	HO	Box messoria 'Etnic Princess'	Blue Princess Holly	4-4.5"
126	HY	Hydrangea 'Endless Summer'	Endless Summer Hydrangea	45 gal
52	IG	Fox glabra 'Starrock'	Shanrock Inkberry	45 gal
17	RDS	Ribes sycacrus	Rose of Sharon	4-5"

GRASSES, PERENNIALS:	Botanical Name	Common Name	Size	
20	DY	Hemerocallis	Daylily	1 gal
5	ECH	Echinacea	Purple Coneflower	1 gal
44	FG	Pennisetum alopecuroides	Fountain Grass	1 gal
30	NEP	Monarda	Catmint	1 gal
44	PAN	Panicum virgatum	Switch Grass	1 gal
13	RUD	Rudbeckia	Black Eyed Susan	1 gal

James K. Emmanuel Associates
 LANDSCAPE ARCHITECTS
 22 Carlton Rd.
 Nantucket, MA 01903
 Tel: (508) 822-7487
 Fax: (508) 823-0283
 jkemo@jkeassociates.com
 www.jkeassociates.com

Prepared For:
 Owner / Applicant:
 RICHMOND GREAT POINT DEVELOPMENT, LLC
 23 CONCORD STREET
 NANTUCKET, MA 01907
 P/E: (508) 822-4900
 F/A: (508) 822-4900

Prepared By:
 Hayes Engineering, Inc.
 1000 Main Street
 Nantucket, MA 01903
 P/E: (508) 822-4900
 F/A: (508) 822-4900
 www.hayeseng.com

Design By: RJG
 Drawn By: AMC
 Checked By: RJG
 Project File: NAN-0107T
 Comp. No: NAN06
 Issued For Permit
 Issued For Review
 Issued For Bid
 Issued For Construction
 Not For Construction

NO.	REVISION	DATE
1		7/18/2016

Scales: 1" = 30'
 0" 15' 30' 60'

Date: June 21, 2016

Drawing Title:
 OLD SOUTH ROAD CROSSING
 HDC - LANDSCAPE PLAN
 OLD SOUTH ROAD
 NANTUCKET, MASS.

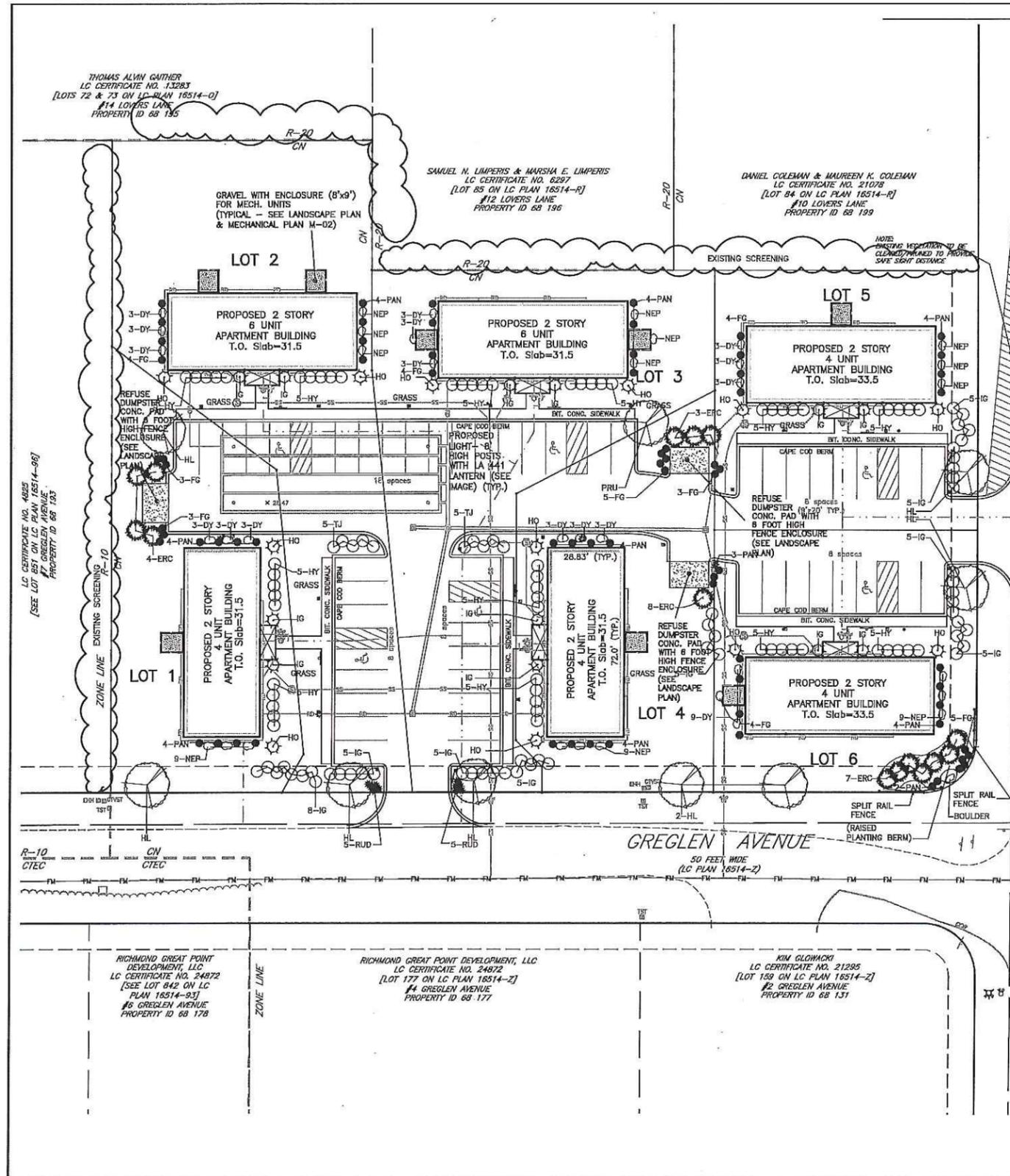
Drawing No.:
 L1

SHEET 1 OF 1

2017 FEB -9 AM 10: 27

MEADOWS I: LIGHTING : HARDSCAPE

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Plant Schedule

Qty/Key	Botanical Name	Common Name	Size
TREES:			
8 HL	Gleditsia triacanthos 'Siyline'	Honeylocust	2.5-3'cal
1 PRU	Prunus x Incam 'Okame'	Okame Cherry	2.5-3'cal
SHRUBS:			
15 ERC	Juniperus virginiana	Eastern Red Cedar	6-7'
12 HO	Ilex opaca	American Holly	4-4.5'
60 HY	Hydrangea 'Endless Summer'	Endless Summer Hydrangea	#5pot
32 IG	Ilex glabra 'Shamrock'	Shamrock Holly	#5pot
28 LIG	Ligustrum ovalifolium	Privet	4-5'
10 TJ	Juniperus sabinia 'Tamariscifolia'	Tamers Juniper	18-24"
HERBACEOUS:			
54 DY	Heemerocallis	Daylily	1gal
30 FG	Pennisetum alopecuroides	Fountain Grass	1gal
36 NEP	Nepeta	Catmint	1gal
37 PAN	Panicum virgatum	Switchgrass	1gal
10 RUD	Rudbeckia	Black Eyed Susan	1gal



LA 441 TRADITIONAL HEXAGON LANTERN

REFUSE DUMPSTER ENCLOSURES:

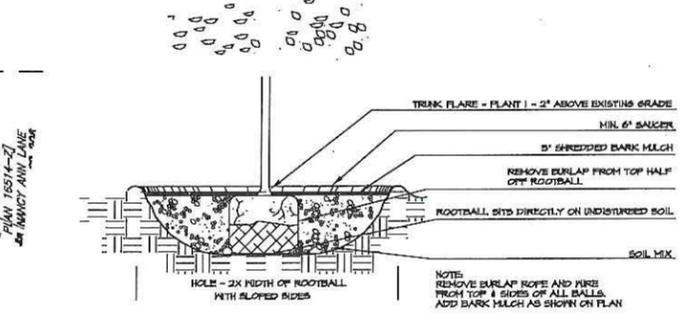
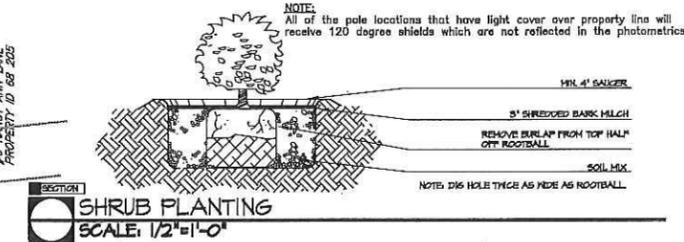
Refuse dumpster enclosures are proposed to be comprised of five foot (5') high natural cedar (wooden) plank fence panels, topped with one foot (1') high natural cedar (wooden) one inch (1") diameter "criss-cross" / "diamond" pattern lattice, topped with two inch (2") high natural cedar (wooden) horizontal beam pieces, to create a finished appearance at the top of the fence panels. Each enclosure will include two door panels (swinging out), centered in the side of the enclosure facing the parking lot and drive aisle, which will be installed to allow for access to the enclosures and to secure the enclosures; the door panels will be comprised of the same materials, at the same height, with galvanized steel latch mechanisms. The enclosures will be supported by four inch (4") diameter pressure treated vertical posts, anchored into the concrete refuse dumpster pads (the posts will be spaced at approximately four foot (4') to five foot (5') intervals). The panels will be secured to the posts with galvanized steel brackets, attached to the inside of the fence panels. The bottom of the fence panels will be installed beginning at approximately four inches (4") above grade, to allow for air circulation, and to provide for the passage of small rodents and wildlife.

AC UNIT ENCLOSURES:

AC units enclosures are proposed to be a total height of four feet (4') and comprised of ten inches (10") high natural cedar (wooden) planks and topped with twenty-six inches (26") high natural cedar (wooden) one inch (1") "square" pattern lattice, topped with one inch (1") high natural cedar (wooden) horizontal beam pieces. The enclosures will be supported by four inch (4") diameter pressure treated vertical posts, anchored into the concrete pads (the posts will be spaced at approximately four foot (4') intervals). The panels and lattice will be secured to the posts and the building with galvanized steel brackets, attached to the inside of the fence. The bottom of the fence panels will be installed beginning at approximately four inches (4") above grade, to allow for air circulation, and to provide for the passage of small rodents and wildlife.

NOTE:

All of the pole locations that have light cover over property line will receive 120 degree shields which are not reflected in the photometrics.



Prepared For:
Richmond Great Point Development, LLC
57R Old South Road
Nantucket, MA 02554

Prepared By:
Hayes Engineering, Inc.
603 Salem Street
Wareham, MA 01956
Tel: 781.248.2596
www.hayeseng.com

Design By: JO
Drawn By: JO
Checked By: PJO
Project File: NAI-0107Y
Comp. No: NANS6

Issued For Permit
 Issued For Review
 Issued For Bid
 Issued For Construction
 Not For Construction

Date	By	Check	Notes
6/24/16			
7/17/16			
7/17/16			
7/17/16			
11/28/2016			

Scale: 1"=20'
0' 10' 20' 40'

Date: March 2, 2016

Drawing Title:
**LANDSCAPE PLAN
#1, #3 & #5 GREGLAN AVENUE
ASSESSORS' ID: 68 194, 68 197 & 68 198
NANTUCKET, MASS.**

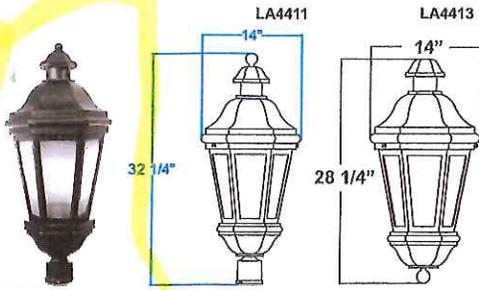
Drawing No.:
LP1

SHEET 7 OF 7

James K. Emmanuel Associates
LANDSCAPE ARCHITECTS

22 Canton Rd.
Wareham, MA 01956
Tel: (508) 872-7487
Fax: (508) 872-0293
www.jkemmanuel.com

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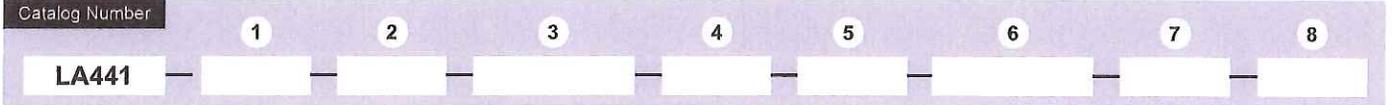
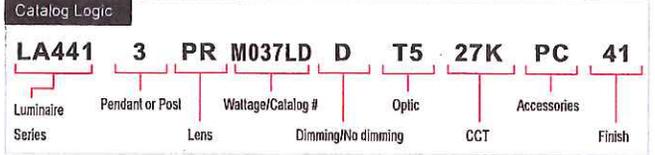
Weight: 15.6 lbs
EPA: 1.50

Project: _____
Customer No: _____
Fixture Type: _____
Quantity: _____



LA441

This traditional hexagonal lantern incorporates modern lighting specifications. It is made of cast aluminum with stainless steel hardware. The hinged and gasketed hood has tool-less entry for easy access to the lamp and ballast. Horizontal lamp placement is available and it is Dark Sky Capable. It may be paired with a smaller version, LA4401, or larger versions, LA4421 and LA4431, for more applications. Also available as a pendant.



1 FIXTURE ORIENTATION

1 Post
3 Pendant

2 LENSES

CL (clear polycarbonate-acrylic option available)

FR (Frosted)
PR (Acrylic prismatic lens material)
SE (Seeded polycarbonate material)
WH (White/opal polycarbonate material -acrylic option available)

3 WATTAGE	CATALOG #
46w	P046LD4

4 DIMMING or No DIMMING

N (No Dimming)
D (Dimming - default 0-10v DC)

5 OPTICS

PLATFORM

T2 (Type II)
T3 (Type III)
T5 (Type V)

6 COLOR TEMPERATURE (CCT)

PLATFORM

CCT	Catalog #
2700K	27K
3500K	35K
4000K	40K
5000K	50K

7 ACCESSORIES

HSS (House side shield is made from polished aluminum for high reflectivity with 120 degrees light blockage)
PC (Photo Cell)
EMG (Emergency Backup Ballast - Remote Only)
TLPC (Twist Lock Photocell)

8 FINISH

*Std. = Standard Grade, Marine = Marine Grade

*Std.	*Marine	*Std.	*Marine	
40	NA	Raw Unfinished	53 110	Copper Clay
41	101	Black	56 109	Silver
42	102	Forest Green	61 106	Black Verde
43	114	Bright Red	70 118	Painted Chrome
44	107	White	71 105	Painted Copper
45	112	Bright Blue	72 108	Textured Black
46	123	Sunny Yellow	73 125	Matte Black
47	120	Aqua Green	76 121	Textured Architectural Bronze
49	NA	Galvanized	77 127	Textured White
50	111	Navy	78 124	Textured Silver
51	103	Architectural Bronze	10 130	Aspen Green
52	104	Patina Verde	11 131	Cantaloupe
12	133	Lilac	13 132	Putty

Consult factory for additional paint charges and availability

LED PERFORMANCE PLATFORM

LED Wattage	CCT	Lumens	System Wattage	Efficacy
46w	2700K	3450	46w	80
46w	3500K	3910	46w	85
46w	4000K	5014	46w	109
46w	5000K	5290	46w	115

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PLATFORM SPECIFICATION:

- Efficacy ranges from 80-115 lumens per watt
- Customized lens precisely directs the light
- Operating temperature of -30C to 55C
- Dimmable 10% - 100%
- Life: L70 60,000 hours
- Color temp: 2700k, 3500k 4000k and 5000k
- CRI: >70 @ 5,000K
- Parallel circuitry ensures consistent light output in the event of single LED failure
- 7 year limited Warranty*

PLATFORM DRIVER SPECIFICATION:

- Operates at 400mA
- Built in surge protection
- Constant current output 50/60HZ
- Driver Efficiency>90% power factor above 99%
- 120-277 volts
- 5 year limited Warranty*

PLATFORM Listings

- Fully compliant with the RoHS Directive
- Certifications: ETL
- Rated IP65 rated with an optional IP66 rating

Project: _____
 Customer No: _____
 Fixture Type: _____
 Quantity: _____



WARRANTY

See terms and conditions for complete fixture warranty.

***LED warranty information**

A typical year is defined as 4380 hours of operation.
 Failure defined as more than 8% of the total platform not operating.

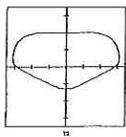
The Colors of ANP Lighting

All of our products are painted at a TIGER Drylac® approved facility, and are finished in our polyester powder coat for exceptional durability and color retention. Products undergo an intensive five-step process in which they are cleansed, treated with iron phosphate, and sealed to pre-treat the metal surface for maximum paint adhesion. Whether applied as a textured coat or a smooth gloss, our high quality finish is electro-statically applied and baked at 430° for maximum hardness and wear. The end result is a tough, attractive, durable, scratch resistant, and cost-effective product.

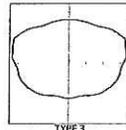
Optional Marine Grade Finish

For lighting fixtures exposed to more extreme conditions, such as those found in coastal regions or industrial environments, we offer a marine grade finish that provides superior salt, humidity, and UV protection. This specialty powder coating, available for an additional charge, withstands up to 3000 hours of continuous salt spray, comes with a 5-year warranty and is available in either a textured or gloss surface. Consult with our factory for additional paint charges.

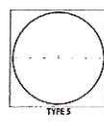
OPTICS



T2 (Type II)



T3 (Type III)



T5 (Type V)

ACCESSORIES



HSS (House side shield is made from polished aluminum for high reflectivity with 120 degree light blockage)



PC (Photo Cell)



EMG (Emergency Back-up ballast – remote placement)



TLPC (Twist Lock Photocell)

POST MOUNTS

 PA5171	 PA5311	 PA5621
 PA5651	 PA5661	 PA6311
 PA7911	 PA8011	 PA8031
 PA5173	 PA5313	 PA5613
 PA5623	 PA5653	 PA5663
 PA6313	 PA7913	 PA8013

Project: _____
Customer No: _____
Fixture Type: _____
Quantity: _____



Architectural mounts are manufactured using 6061 T6 extruded aluminum tubing and/or cast aluminum 356 aluminum alloy.

WALL MOUNTS

 WM5132	 WM5602	 WM5612	 WM5652	 WM5662	 WM5672
 WM7722	 WM8012	 WM8022	 WM1963	 WM5133	 WM5603
 WM5653	 WM5663	 WM5673	 WM7723	 WM8013	 WM8023

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BOHLER ENGINEERING

SITE ENGINEERING ARCHITECTURE
 LAND SURVEYING PLANNING CONSULTANTS TRANSPORTATION SERVICES
 SUSTAINABLE DESIGN PERMITTING SERVICES

OFFICES:
 • FALMOUTH, ME
 • LEHIGH VALLEY, PA
 • BOSTON, MA
 • BALTIMORE, MD
 • NEW YORK, NY
 • PHILADELPHIA, PA
 • CHARLOTTE, NC
 • RICHMOND, VA
 • NORTHERN VIRGINIA
 • DALLAS, TX

REVISIONS

REV	DATE	COMMENT	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

PERMITTING

PROJECT No.	W141196
DRAWN BY:	ZLR
CHECKED BY:	MW
DATE:	12/5/16
SCALE:	AS NOTED
CAD I.D.:	W141196.SS01

DEFINITIVE SUBDIVISION PLANS
 FOR
MEADOWS II
RICHMOND GREAT POINT DEVELOPMENT LLC

LOCATION OF SITE
 20 DAVIM LANE
 NANTUCKET, MA 02554

BOHLER ENGINEERING

75 FEDERAL STREET
 SUITE #620
 BOSTON, MA 02110
 Phone: (617) 849-8040
www.BohlerEngineering.com

M.J. MRVA

REGISTERED LANDSCAPE ARCHITECT
 MASSACHUSETTS No. 1217
 RHODE ISLAND No. 419
 NEW YORK No. 002359
 NEW HAMPSHIRE No. 106
 CONNECTICUT No. 1359

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-1
 OF 26

REV 0 - 12/5/2016

P:\141196\DWG\141196_SS01.dwg, 12/20/16, 4:26:00 PM, jmlm, xplot010, p03, luser04, 11

Catherine Ancero

From: David Armanetti [darmanetti@richmondco.com]
Sent: Monday, February 06, 2017 6:06 PM
To: Andrew Vorce; Leslie Snell
Cc: Patricia Roggeveen
Subject: Richmond Nantucket - Advance DRAFT of Sandpiper Place I Special Permit Decision
Attachments: Sandpiper Place I - South - Special Permit DRAFT Decision 020317 ADB MARKUP 2.6.2017.docx; Sandpiper Place I - South - Special Permit DRAFT Decision 020317 ADB CLEAN VERSION.docx

Per our meeting with Andrew a short time ago, attached are REDLINE and CLEAN advance drafts of the Sandpiper Place I Special Permit Decision.

The draft comprises changes and additions requested / suggested at last week's Planning Board meeting, primarily those that Andrew took the Board through from his list, as articulated from the dais.

Most of these relate to the further express restrictions on additional subdivision, dwelling units, aetc., and a further fleshing out of the lot configuration review concept / condition.

We will incorporate some further suggestions that were made by Andrew this afternoon in a further redraft tomorrow.

We will then make all the commensurate changes to the Sandpiper Place II draft, so you will have that as well.

If you could both get us any preliminary comments by midday tomorrow, we can try to incorporate those into the draft that we will email to you by the end of the day tomorrow, for distribution to the Planning Board, along with some additional exhibits.

Thanks
Dave and Patty



David J. Armanetti
Director of Real Estate Development
The Richmond Company, Inc.
23 Concord Street
Wilmington, Massachusetts 01887

Office Telephone: (978) 988-3900 Ext. # 12
Mobile Telephone: (781) 760-5655
Office Facsimile: (978) 988-3950
EMail: darmanetti@richmondco.com

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Nantucket Planning Board

SPECIAL PERMIT DECISION WITH (MAJOR) SITE PLAN REVIEW (SPR)

“SANDPIPER PLACE I” (SOUTH) WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT

6 Mayflower Circle (Portion of), 8 Mayflower Circle (Portion of), 24 Evergreen Way (Entirety of), 26 Evergreen Way (Entirety of), 28 Evergreen Way (Entirety of), and 30 Evergreen Way (Entirety of)

Planning Board File # 53-16

Owner / Applicant: Richmond Great Point Development LLC

Nantucket Tax Assessors Map and Parcels:

Map 68, Parcel 730 (Portion of) (6 Mayflower Circle), Map 68, Parcel 731 (Portion of) (8 Mayflower Circle), Map 68, Parcel 711 (Entirety of) (24 Evergreen Way), Map 68, Parcel 712 (Entirety of) (26 Evergreen Way), Map 68, Parcel 713 (Entirety of) (28 Evergreen Way), and Map 68, Parcel 714 (Entirety of) (30 Evergreen Way)

Nantucket Registry District Title:

Lot 619 on Land Court Plan 16514-40 (Certificate of Title 24872) (6 Mayflower Circle)
Lot 620 on Land Court Plan 16514-40 (Certificate of Title 24872) (8 Mayflower Circle)
Lot 431 on Land Court Plan 16514-16 (Certificate of Title 24872) (24 Evergreen Way)
Lot 432 on Land Court Plan 16514-16 (Certificate of Title 24872) (26 Evergreen Way)
Lot 433 on Land Court Plan 16514-16 (Certificate of Title 24872) (28 Evergreen Way)
Lot 434 on Land Court Plan 16514-16 (Certificate of Title 24872) (30 Evergreen Way)

Applicable Zoning:

Residential-5 (R-5) Zoning District - Eligible for “Workforce Homeownership Housing Bonus Lots Allowance” Under Zoning Bylaw Section 139-8(D)

February , 2017

Approval Action and Review by the Planning Board:

The Planning Board of the Town of Nantucket held public hearings at its October 13, 2016, October 27, 2016, November 14, 2016 (which was cancelled), January 9, 2017, January 19, 2017, January 26, 2017, February 2, 2017, and February , 2017 meetings to consider a request by Richmond Great Point Development LLC (as Owner / Applicant) for the issuance of a Special Permit, requiring (Major) Site Plan Review, to allow for the development of up to forty-

two (42) workforce homeownership lots and the provision of associated roadways and infrastructure on a total of +/- 7.35 acres of land area.

The project, to be known as “Sandpiper Place I” (South) is comprised of the development of the maximum total of forty-two (42) buildable residential (workforce homeownership) lots on the southerly +/- 7.35 acre portion of the previously subdivided residential land which had comprised a portion of the Cedar Crest I residential subdivision, originally endorsed in 1994, now that the property has been re-zoned for workforce homeownership housing.

Twenty-five percent (25%) of all of the lots, or ten (10) of the lots, will be designated as affordable, with completed (move-in ready) detached single family homes built on them under the criteria that was tentatively agreed to by and between the Owner / Applicant and the Town of Nantucket Board of Selectmen under a *Memorandum of Understanding* (MOA) dated November 9, 2015, and as was approved through a near-unanimous vote by the voters of the Town of Nantucket at a Special Town Meeting of the Town of Nantucket, held on November 9, 2015.

These criteria established two categories or tiers of affordability, one “traditional” affordability, category tied to the 80% of Area Median Income (AMI) limits (and the associated maximum initial sales price limits) which have been codified into regulations by the Commonwealth of Massachusetts under Chapter 40B of state law, and one “local” or “Nantucket” affordability category, tied to the 175% of Area Median Income (AMI) limits (and the associated maximum initial sales price limits) to facilitate the eligibility of two-income family, year round Nantucket residents that the workforce housing zoning initiative was primarily targeted to serve.

The special permit application was filed and has been reviewed pursuant to the following sections of the Town of Nantucket Zoning Bylaw: Section 139-2 (Definitions and Word Usage); Section 139-3(A) (Districts Enumerated); Section 139-7(A) (Use Chart); Section 139-8(D) (Residential Development Options); Section 139-30 (Special Permits); Section 139-23(B)(2) (Major Site Plan Review); and Section 139-18(D) Off Street Parking Requirements.

Related Application Under Review by the Planning Board

The entirety or portions of the six (6) existing (contiguous) parcels which comprise the +/- 7.35 acre sized project site have been proposed to be subdivided into a total of forty-three (43) lots / parcels, including forty-two (42) buildable residential (workforce homeownership) lots and one (1) non-buildable (open space) parcel, along with the provision of associated roadways and related infrastructure improvements, by a Definitive Subdivision Plan (AR) (Planning Board File # 8024) which is being reviewed by and is expected to be acted upon by the Planning Board concurrently with or roughly concurrently with this action by the Planning Board.

Project Description:

Background and Context

The “Sandpiper Place I” (South) Workforce Homeownership Development Project would serve to implement the “workforce homeownership” housing zoning initiative that was approved as part of Article # 1 and Article # 2 at the November 9, 2015 Nantucket Special Town Meeting, the

provisions of which were subsequently codified as Section 139-8(D) (Residential Development Options) of the Nantucket Zoning Bylaw.

The primary provisions of this workforce rental housing initiative are comprised of the opportunity for a prospective development to be eligible for a thirty-three percent (33%) dwelling unit density bonus, above the maximum baseline dwelling unit density set forth in the underlying zoning (based on the maximum number of lots / homes that could be developed within the project site under a conforming subdivision that complies with all applicable baseline zoning requirements and local subdivision requirements) if the prospective development reserves at least twenty-five percent (25%) of the total number of houses (inclusive of the houses achieved through the density bonus allowance) to be sold to buyers who qualify under the income limits and at the maximum initial sales prices that meet the local affordable housing thresholds, as established in the zoning. The criteria and calculations which are applicable to the “conforming subdivision” and the “workforce homeownership housing bonus lots” for the proposed project, as relates to these requirements, are described in more detail below.

In addition to the dwelling unit density bonus provision, development projects which qualify under this zoning initiative may, subject to the discretion of the Planning Board, be permitted additional flexibility with respect to the minimum required setbacks, and minimum required regularity factor criteria, in exchange for the proposed project meeting the affordability commitment.

Summary of Proposed Development

The proposed project is comprised of the development of a cumulative total of up to forty-two (42) buildable residential lots, configured in a master-planned “neighborhood” style setting, integrated with connecting roadways, parking, open space areas, pedestrian / bicycle paths, and landscaping.

Calculations and Compliance Related to Workforce Homeownership Housing Bonus Lots

The “Sandpiper Place I” (South) Definitive Subdivision Plan qualifies for the density bonus, dimensional, intensity and design flexibility provisions and, as such, meets or exceeds all of the use, intensity, and dimensional criteria applicable to the project, subject to the approval of a special permit by the Planning Board, and subject to a finding by the Planning Board that the project applicant has demonstrated that the project met the criteria to qualify for the “bonus lots” by demonstrating the number of lots “which may have otherwise been created on a conventional subdivision plan meeting all dimensional and upland requirements of the Zoning Bylaw and in full conformance with (and requiring no waivers from) the *Rules and Regulations Governing the Subdivision of Land* ... as demonstrated by the submission of a dimensioned lotting plan” as such criteria are set forth in Section 139-8(D)(2)(a) of the Nantucket Zoning Bylaw.

Under a cover letter dated January 16, 2017 submitted by the Owner / Applicant to the Planning Board and based on a review of the accompanying “dimensioned lotting plan”, the applicant duly documented that a conventional subdivision may have otherwise been created upon the +/- 7.35 acres of land area comprising the proposed project could contain a total of thirty-five (35) buildable residential lots, which meet all of the dimensional and upland requirements of the

Zoning Bylaw and in full conformance with (and requiring no waivers from) the Rules and Regulations Governing the Subdivision of Land.

DRAFT

As a result, the project qualifies for an increment of up to twelve (12) “bonus lots” which confirms that the project area could include a total of up to forty-seven (47) total buildable residential lots, subject to compliance with the accompanying affordability requirements, which is five (5) buildable residential lots more than the forty-two (42) total buildable residential lots which are depicted on the proposed plan (inclusive of the “bonus lots”). As a result, the “Sandpiper Place I” (South) Workforce Homeownership Development Project meets the requirement for eligibility for “bonus lots” and also complies with all of the use, intensity, and dimensional criteria applicable to the proposed project, as set forth in the Nantucket Zoning Bylaw.

Summary of Applicable Affordable Housing Provisions

As previously described herein, in order to qualify for the development of “bonus lots” under the “workforce homeownership” zoning criteria, ten (10) of the total buildable residential lots within the project, equal to twenty-five percent (25%) of the total buildable residential lots, will be designated as affordable, with completed (move-in ready) detached single family homes built on them to be sold to buyers who qualify under the income limits and at maximum initial sales prices that meet the local affordable housing thresholds, as established in the zoning.

In addition, in accordance with applicable state law, all of the affordable homes within the project:

- Must be roughly proportionate in terms of size and character (in terms of overall square footage and number of bedrooms per home) when compared to the market rate units.
- Must be interspersed non-uniformly and proportionally among the market rate homes (meaning that they cannot be concentrated in particular areas of the site).
- Must have the same exterior appearance and must also be improved with similar quality finishes and features, when compared to the market rate homes.

An increment of seventy percent (70%) of all of the affordable homes within the project, equal to seven (7) of the affordable homes, the maximum increment allowed under state law, will be sold to buyers who qualify for the “local preference” including individuals who are: (1) current local residents, (2) current municipal employees [including teachers and school department employees, police officers, firefighters, and other municipal employees], (3) employees of any local (private) businesses, and (4) non-residents with children attending local schools.

Accordingly, as a result of the designation of the seventy-five percent (75%) proportion of all of the twenty-five percent (25%) increment of the total number of affordable homes to be sold to buyers meeting the “traditional” affordability criteria, tied to the 80% of Area Median Income (AMI) limits (and associated maximum initial sales price limits) which have been codified by the Commonwealth of Massachusetts under the Chapter 40B of state law, equal to an increment of seven (7) of the total ten (10) affordable homes to be developed within the project, will be eligible to qualify as Local Approval Units (LAU’s) under the Local Initiative Program (LIP) for inclusion on the Subsidized Housing Index (SHI) of the Town of Nantucket as such programs are administered and as such index is maintained by the Commonwealth of Massachusetts Department of Housing Community Development (DHCD), a status that is particularly important

in the Town's objective of achieving a greater supply of affordable housing within the community.

The homes comprising the remaining twenty-five percent (25%) proportion of all of the twenty-five percent (25%) increment of the total number of affordable homes, equal to an increment of three (3) of the total ten (10) affordable homes to be developed within the project, will be sold to buyers meeting the "local" or "Nantucket" affordability threshold, tied to the 175% of Area Median Income (AMI) limits (and associated maximum initial sales price limits) to facilitate the eligibility of two-income family, year round Nantucket residents that the workforce housing zoning initiative was primarily targeted to serve.

It is understood that these units will not be eligible to qualify as Local Approval Units (LAU's) under the Local Initiative Program (LIP) for inclusion on the Subsidized Housing Index (SHI) of the Town of Nantucket as such programs are administered and as such index is maintained by the Commonwealth of Massachusetts Department of Housing Community Development (DHCD), but that the provision of a certain number of homes to be specifically targeted to this "local" or "Nantucket" affordability buyer pool, many of whom are slightly above the "traditional" (80% AMI income limit and qualification threshold) but do not have the means to purchase a market rate home, is an important community priority, as part of the overall effort to resolve the local housing affordability crisis that is extant in the community.

The project includes a series of interconnected internal roadways, providing access to / from the lots within the project area, as well as connections to adjacent portions of the surrounding land which is also owned by Richmond Great Point Development LLC, and to Old South Road, providing the primary vehicular and transit connections to and from the community.

Several of these internal roadways are proposed to connect to and from the +/- 14.7 acres of land (abutting and located immediately west of the subject property) which is also owned by Richmond Great Point Development LLC and is proposed to be developed as the "Meadows II" Workforce Rental Housing Development Project, which is proposed to include a cumulative total of two hundred and twenty-five (225) rental apartments.

Summary of Zoning Bylaw Compliance:

The entirety of the +/- 7.35 acres of land area comprising the "Sandpiper Place I" (South) Workforce Homeownership Development Project is designated within the Residential-5 (R-5) zoning district, as set forth and described in Section 139-3(A) (Districts Enumerated) and Section 139-7 (Use Chart) of the Town of Nantucket Zoning Bylaw. The intensity and dimensional criteria applicable to any development proposed within the Residential-5 (R-5) zoning district are set forth in Section 139-16 (A-E) (Intensity Regulations) of the Nantucket Zoning Bylaw.

As previously described above, depending on the size, design, and specifics of the proposal, a proposed subdivision (and development project) in the Residential-5 (R-5) zoning district may be eligible for and may qualify for the density bonus, dimensional, intensity and design flexibility provisions described in Section 139-8(D) (Residential Development Options – Workforce Homeownership Housing) of the Nantucket Zoning Bylaw.

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The entire subject property is located within the Public Wellhead Recharge (PWR) Overlay District and, as such, any future development within the subject property / subdivision must comply with the provisions of Section 139-12(B) of the Nantucket Zoning Bylaw (including the requirement that “all land uses, buildings, and accessory structures, that result in rendering impervious more than 15% or 2,500 square feet of any lot, whichever is greater” shall be prohibited “unless a system for artificial recharge of 95% of annual precipitation is provided that will not result in the degradation of groundwater quality”).

Summary of Applicable Workforce Homeownership Housing Criteria (Including Land Use, Intensity, and Dimensional Criteria)

The detached residential land uses and attached residential land uses (single family dwellings, secondary dwellings, tertiary dwellings, or duplex dwellings) which may be developed on the lots comprising the “Sandpiper Place I” (South) Workforce Homeownership Development Project are allowed subject to the issuance of a special permit, as set forth in Section 139-7(A) (Use Chart) and Section 139-30 (Special Permits) of the Town of Nantucket Zoning Bylaw.

The project includes a total of up to forty-two (42) separate buildable residential (workforce homeownership) lots. Each of the individual lots complies with each and all of the applicable (zoning related) quantitative and dimensional criteria as set forth in Section 139-16(A), Section 139-8(D)(1), and Section 139-8(D)(3) of the Town of Nantucket Zoning Bylaw as relates to the following:

- A minimum lot area requirement (prior to further subdivision) of 32,000 square feet in the Residential-5 (R-5) District (Section 139-8(D)(1)(a)[i]).

Based on the confirmation of compliance with the applicable quantitative and dimensional criteria, as described above, the proposed project qualifies under the workforce homeownership housing bonus lots provision, providing for the maximum development of a total of up to forty-seven [47] buildable residential lots within the project, inclusive of the “bonus” lots, subject to the subsequent implementation of the applicable affordability provisions, as described herein.

Documents and Input Considered by the Planning Board in its Review and Action:

The Planning Board based its decision after considering the following documents and input:

- An “*Application for a Special Permit*” form, dated September 9, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).
- A cover letter including a variety of detailed project description and technical information entitled “*Submittal of Application for Special Permit (Workforce Rental Community)*” dated September 12, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).

- A plan set entitled Definitive Subdivision Plan, “Sandpiper Place” Single Family Homeownership Project as prepared by Green Seal Environmental, Inc., dated August 3, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets).
- A plan set entitled Definitive Subdivision Plan, “Sandpiper Place” Single Family Homeownership Project as prepared by Bohler Engineering, dated December 5, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets) (this superseded the plan set described above, prepared by Green Seal Environmental, Inc., dated August 3, 2016).
- The “Master Plan” Richmond Great Point Development LLC Old South Road Properties Nantucket MA (multiple revisions, with most recent revision dated January 26, 2017), prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The “Potential Roadway Categorization Exhibit” (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The “Typical Roadway Section” (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The “Traffic Impact and Access Study” Old South Road Mixed-Use Development Nantucket, Massachusetts, dated August 26, 2016, prepared by Ron Muller & Associates (Including Various Conceptual Design Plans), the “Peer Review” (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated October 21, 2016, prepared by Tetra Tech, and the “Response to Traffic Peer Review Comments” (Including Various Updated Conceptual Design Plans) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 12, 2017, prepared by Ron Muller & Associates.
- The “Supplemental Trip Generation and Traffic Impact Sensitivity Analysis” Prospective Development of Accessory, Secondary, Tertiary, or Duplex Dwellings Proposed “Sandpiper Place” Single Family Housing Subdivisions, Nantucket MA, dated January 17, 2017, prepared by Ron Muller & Associates, and the “Trip Generation Request” (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 25, 2017, prepared by Tetra Tech.
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- The “Fiscal Impact Analysis” Meadows II and Sandpiper Place Development Project, Nantucket Massachusetts, dated September 21, 2016, prepared by Connery Associates, and the “Review of Sandpiper Place, Meadows II Fiscal Impact Analysis”, dated January 25, 2017, prepared by RKG Associates, Inc..

- The “*Dimensioned Lotting Plan*” (Including Accompanying Cover Letter) In Support of Application for Special Permit (Workforce Homeownership Housing) Sandpiper Place II (North) Single Family (Home Ownership) Housing Development, dated January 17, 2017, prepared by Bohler Engineering (Plans / 3 Sheets) and dated January 16, 2017, prepared by The Richmond Company, Inc. (Cover Letter)
- The technical review and comments and input provided to the owner / applicant at a series of three “coordinated review meetings” conducted on July 5, 2016, October 2, 2016, and December 20, 2016 by the Nantucket Planning and Land Use (PLUS) Department staff with input provided by staff representatives of other Town departments (including, but not limited to the: Nantucket Department of Public Works, Nantucket Fire Department, Nantucket Police Department, Nantucket Health Department, and the Nantucket Department of Natural Resources).
- Representation, testimony, and correspondence received and made part of the record in connection with the public hearings held by the Planning Board on October 13, 2016, October 27, 2016, November 14, 2016 (which was cancelled), January 9, 2017, January 19, 2017, January 26, 2017, February 2, and February ___, 2017.
- Assorted correspondence and documents that are on file with the Planning Board, File # 53-16

Basis of the Findings:

Public hearings were held on October 13, 2016, October 27, 2016, November 14, 2016 (which was cancelled), January 9, 2017, January 19, 2017, January 26, 2017, February 2, 2017, and February ___, 2017, at which time the Planning Board heard testimony from the Applicant and from the public. The Planning Board closed the public hearing on February ___, 2017.

The Planning Board evaluated this application in its capacity as the Special Permit granting authority for this application and decision, as set forth in Zoning Bylaw Section 139-8(D) and Section 139-30(A), in accordance with the provisions of Massachusetts General Laws, Chapter 40A, in accordance with Zoning Bylaw Sections 139-2(A), 139-7(A), 139-18(A)(4), 139-20.1, and by reviewing the proposed existing conditions plan, layout / site plan, utilities plan, and detail sheets,, as well as the stormwater management report, all of which were duly submitted to and reviewed by the Planning Board, the Town Planning and Land Use Services (PLUS) staff, and its consulting engineer, Pesce Engineering & Associates, Inc. It is noted that the application is also subject to Major Site Plan Review in accordance with Zoning Bylaw Section 139-23(D).

Findings:

Based on its review of the application in accordance with the Zoning Act (MGL c. 40A), the Nantucket Zoning Bylaw, the above-referenced documents, plans, and other materials submitted by the Applicant, et al., and the testimony received at the public hearings:

- a. The Planning Board finds that the proposed development is consistent with the provisions of The Zoning Act of the Commonwealth of Massachusetts (MGL c. 40A) and the Zoning Bylaw of the Town of Nantucket (Ch. 139).

- b. The Planning Board finds that the residential dwelling uses proposed for development, is in harmony with the general purpose and intent of Ch. 139-8D of the Zoning Bylaw of the Town of Nantucket incentivizing the creation of workforce and affordable home ownership housing opportunities.
- c. The Planning Board finds that implementation of the development will, consistent with Ch. 139-8D of the Zoning Bylaw of the Town of Nantucket, create a compact neighborhood having consistency and flexibility in its layout and design, which neighborhood, will be proximate to compatible adjacent commercial uses for the convenience of its occupants, such as general and necessary commercial services and retail sales of essential consumer items.
- d. The Planning Board finds that the approved and/or proposed vehicle traffic and pedestrian improvements, as detailed herein, will serve to mitigate traffic congestion and reduce the need for additional vehicle trips to already congested areas of the Town of Nantucket, respectively.
- e. The Planning Board finds that the increases in density normally permissible in the Residential-5 (R-5) Zoning District proposed for this development satisfy the overall intent of Ch. 139-8D of the Zoning Bylaw of the Town of Nantucket by providing a greater diversity of housing opportunities to residents in fulfillment of the objectives cited in the “Nantucket Master Plan”, adopted at Town meeting on April 6, 2009, and that such increases are permissible as they provide housing for persons of low or moderate income.
- f. The Planning Board finds that the Applicant’s site plan satisfies the Major Site Plan Review standards and fulfills the review objectives of the Site Plan Review (SPR) chapter of the Zoning Bylaw of the Town of Nantucket (Ch. 139-23(A) through Ch. 139-23(I), inclusive) as the Site Plan anticipates and minimizes traffic and safety impacts , the connection of structures intended for human occupation to Town services such as water and sewer and the adequacy of the same, and provides for the safety and convenience of pedestrian and vehicular movement within the site, and in relation to rights-of-way and properties in proximity to the site, all as such compliance is more particularly described in the conditions hereto.
- g. The Planning Board accepts (i) the “Traffic Impact and Access Study”, dated August 26, 2016 (as amended) prepared by Ron Müller & Associates Traffic Engineering and Consulting Services, (ii) the peer review letter addressed to Andrew Vorce, Director of the Nantucket Planning & Economic Development Commission prepared by Tetra Tech dated October 21, 2016, and (iii) subsequent correspondence by and between said engineers with respect to the traffic impacts expected to be generated by the project, and finds that the Applicant’s Site Plan (including the proposed off-site traffic mitigation improvements), as modified following consideration of input from the Planning Board and the Planning and Land Use Services (PLUS) Department Staff pursuant to Ch. 139-23G of the Zoning Bylaw of the Town of Nantucket, demonstrates compliance with the performance standards of Ch. 139-23A(F) of the Zoning Bylaw of the Town of Nantucket. Relatedly, the Planning Board finds that the proposed means of reducing

traffic impacts are adequate and the Site Plan, as designed, satisfactorily provides for safe pedestrian and vehicular circulation within the site and with and to adjoining sites.

- h. The Planning Board finds no evidence that any public amenity of the Town or County of Nantucket will be adversely affected by the proposed development.
- i. The Planning Board acknowledges Applicant's "dimensioned lotting" plan, submitted pursuant to Ch. 139-8D(2)(a), and finds that said plan meets all of the dimensional and upland requirements of Zoning Bylaw of the Town of Nantucket for the Residential-5 (R-5) District and the number of lots which could have been created through a conventional subdivision plan, without the benefit of any waivers, for this development is thirty-five (35) lots by-right.
- j. The Planning Board finds that, application of the 1.33 "bonus lots" factor set forth in Ch. 139-8D(2)(a)(1) to the thirty-five (35) building lots permitted under a conventional subdivision plan by-right, creates a potential of twelve (12) additional buildable lots, or "workforce homeownership bonus lots", for a total maximum possible forty-seven (47) buildable lots. The calculation of 46.55 is rounded to the next highest whole number in accordance with Ch. 139-8D(2)(a) of the Zoning Bylaw of the Town of Nantucket.
- k. The Planning Board finds that no greater than a twenty (20') foot buffer shall be required to be established between the workforce homeownership bonus lots and residentially zoned abutting properties to mitigate any impacts from increased density to abutting properties and Applicant's plans and the conditions hereto satisfy the remaining requirements of Ch. 139-8D(2)(d).
- l. The Planning Board finds that the conditions imposed hereby ensure that certain units in the proposed project will be eligible for approval as Local Action Units (LAU) through the Local Initiative Program (LIP) and will be included on the Town's Subsidized Housing Inventory.

Based on the findings above, the Owner / Applicant has met the aforementioned guidelines through site design; which supports the intent of the special permit authority granted to the Planning Board.

Decision and Conditions of Approval:

The Planning Board is required to render a decision on the application based on Section 139-8(D) (Residential Development Options) of the Zoning Bylaw and Section 139-23 (Site Plan Review) of the Zoning Bylaw.

Based on the foregoing application / proposal, the findings, the above referenced documents and the testimony given at the public hearings, the Nantucket Planning Board hereby APPROVES this application based on - vote in favor of approval. Finding that the application is in harmony with the general purpose and intent of the Nantucket Zoning Bylaw, the Planning Board hereby GRANTS to Owner / Applicant, the following Special Permits and approvals:

1. Special Permit issued to allow for the creation of the "Sandpiper Place I" (South) Workforce Homeownership Development Project, comprised of a total of up to forty-two

(42) buildable residential (workforce homeownership) lots and one (1) non-buildable (open space) parcel, pursuant to Section 139-8(D) of the Nantucket Zoning Bylaw.

2. Major Site Plan Review approval, allowing for the development of the project as shown on the project plans, and in accordance with the conditions of approval set forth herein.

The Planning Board sets forth the following conditions to its approval:

A. Density and Affordability Conditions

1. The Sandpiper Place I (South) Workforce Homeownership Development Project shall consist of not more than forty-two (42) buildable housing lots. In accordance with Section 139-8D of the Town of Nantucket Zoning Bylaw, not less than ten (10) of the buildable housing lots shall be restricted by perpetual covenant running with the land by Applicant prior to the initial sale of the land and home to be built thereupon, to ownership by households earning at or below the area median income (AMI) limits set forth in Section 139-2 of the Town of Nantucket Zoning Bylaw (the “AMI Limit Restricted Home(s)”). The covenant shall be contained in any deed transferring ownership of any AMI Limit Restricted Home and shall be in a form acceptable to Town Counsel. The initial sales price and subsequent sales prices of AMI Limit Restricted Homes sold by owners having households earning at or below the area median income (AMI) limits set forth in the applicable section of the Town of Nantucket Zoning Bylaw, shall be subject to and shall not exceed the maximum allowable initial sales prices and the maximum allowable resale prices as are determined in conformity with the calculation methodology and formulas which are set forth in the “Guidelines for G.L. c. 40B Comprehensive Permit Projects and the Subsidized Housing Inventory” dated December 2014, and issued by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD), as amended through the date of this Decision (the “DHCD 40B Guidelines”).
2. The thirty-two (32) buildable housing lots that are not AMI Limit Restricted Homes shall not be subject to any of the income limit, qualification or initial sale or resale price limitations referenced herein, and shall be considered “market-rate” units.
3. No lot within the Sandpiper Place I (South) Workforce Homeownership Development Project, irrespective of the number of structures approved and erected thereupon, shall contain, in the aggregate, in excess of four (4) bedrooms, unless by advance written approval from (i) the Applicant or the Homeowners’ Association established pursuant to Condition ____ following such time as approval authority has been assigned by the Applicant, and (ii) the Planning Board, in conjunction with the Lot Configuration Review described in Condition A-9 hereof. In any event, the cumulative number of bedrooms permitted within the Applicant’s related workforce housing projects described as Sandpiper Place I (South) Workforce Homeownership Development Project, Sandpiper Place II (North) Workforce Homeownership Development Project and the Meadows II Workforce Rental Housing Development Project, all as approved by the Planning Board concurrently with or roughly concurrently with the action of the Planning Board taken hereupon, shall not exceed seven hundred (700) bedrooms.

4. The lots shown upon the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024), which definitive subdivision plan was endorsed as approved by the Planning Board under the subdivision control law on January 26, 2017, shall not be further subdivided.
5. The development of tertiary dwelling units shall be prohibited on all lots within the Sandpiper Place I (South) Workforce Homeownership Development Project.
6. The development and construction of duplex dwelling units shall be prohibited on lots numbered 20, 21, 22, 23, 24, 25, and 26, as such lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024).
7. Unless otherwise restricted by the conditions of this Decision, duplex dwelling units are permitted to be developed and constructed upon a cumulative total of not more than six (6) lots within the Sandpiper Place I (South) Workforce Homeownership Development Project. So long as no more than six (6) lots have been improved with duplex dwelling units, the Applicant or a subsequent owner of a lot in the Sandpiper Place I (South) Workforce Homeownership Development, shall permitted to develop and construct duplex dwelling units upon any lot not otherwise restricted, provided, however, duplex dwelling units shall not be permitted on lots directly abutting lots having an existing duplex dwelling unit, or upon lots which are located directly across any road from a lot having an existing duplex dwelling unit.
8. The development and construction of accessory dwellings, secondary dwellings, garage apartments, and duplex dwellings shall be permitted upon any lot in the Sandpiper Place I (South) Workforce Homeownership Development Project subject to compliance with the cumulative bedroom limit restriction described in Condition A-3, and the restrictions described in Condition A-6 and Condition A-7 herein.
9. Prior to the issuance of a building permit for any individual buildable housing lot, the Applicant, or any successive owner thereof, shall submit a lot configuration review plan to the Planning Board, or its designee, for review and approval. Such plan shall (i) specify the number of bedrooms proposed within any structure, or structures, to be constructed thereupon, (ii) depict the proposed configuration of such structure, or structures, including the front yard setback distance and any driveway(s) improving such lot, and (iii) provide details of proposed landscaping and materials used in the construction of such driveway(s). The Planning Board, or its designee, shall conduct a reasonable review of an applicant's plan considering, as factors in its decision, lot size, lot frontage, lot orientation relative to roadway corners and radius curves, the nature and configuration of the proposed landscaping, and the design, location, and orientation of pre-existing improvements and structures on surrounding lots. If an applicant is dissatisfied with a decision rendered on its plan submitted for lot configuration review, the aggrieved applicant may appeal such decision to the Planning Board, if made by a designee, or as otherwise provided by law or in equity, if made by the Planning Board.
10. The location and design of all driveways and all off-street parking layouts serving any individual lot shall be selected from the set of alternatives approved hereby and set forth

in Exhibit ____ to this Decision, unless an alternative design is permitted during the lot configuration review process described in the immediately preceding Condition A-9.

B. Utility, Infrastructure and Improvements

1. On-street parking shall be restricted to only one-side of an applicable roadway segment, as shown on the final plans to be submitted and approved in accordance with Condition Number [REDACTED] of the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024), which definitive subdivision plan was endorsed as approved by the Planning Board under the subdivision control law on January 26, 2017.
2. Prior to the endorsement of final plans by the Planning Board, the Applicant shall enter into a mutually agreeable *Road Maintenance Agreement* with the Town of Nantucket, to be reviewed and approved by the Planning Board, which shall set forth: (1) the responsible party, (2) the specific scope, and (3) the events triggering and the timing of any transition or termination of such responsibilities for the repair and maintenance of roads and common areas / improvements located within the Project. At minimum, the *Road Maintenance Agreement* shall address such matters as (i) the sweeping, ice and snow removal, and repair of all roads (including potholes, sealcoating, and paving), (ii) The cleaning, maintenance, and repair of all sidewalks, bike paths, and multi-use paths (inclusive of ice and snow removal), (iii) the pruning and upkeep of all street trees, landscaping, and lawn strips / lawn areas located within all rights of way, (iv) the operation, maintenance, and repair of all lighting located within all rights of way, (v) and the operation, maintenance, and repair of all play equipment, playgrounds, or common open space areas
3. All buildings used for human occupancy within the Sandpiper Place I (South) Workforce Single-Family Home Ownership Development Project hereby approved by this Decision shall be connected to municipal water and sewer service.
4. On or before the Planning Boards' approval of final plans, the Applicant shall obtain a Certificate of Water Quality Compliance (CWQC) for the Special Permit from the Wannacomet Water Company.

C. Traffic Mitigation and Access Improvements (On-Site / Off-Site)

1. The Issuance of Certificates of Occupancy for homes to be constructed upon the lots are subject to the Applicant's compliance with terms and provisions of Condition Number [REDACTED] concerning the design and offer to construct certain off-site Traffic Mitigation Improvements, in the Applicant's related application for the Meadows II Workforce Rental Housing Development Project (Special Permit) (Planning Board File # 40-16) as approved by the Planning Board on February____, 2017.
2. The Applicant shall prohibit, by restriction running with the land contained within any deed transferring ownership of the hereinafter identified road and lots, the passage and re-passage of vehicles over Road "H" for access to and from lot number 20 and lot number 21, as such road and lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024).

3. The Applicant shall prohibit, by restriction running with the land contained within any deed transferring ownership of the hereinafter identified road and lots, the passage and re-passage of vehicles over Road “G” for access to and from lot number 22 and lot number 23, as such road and lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024).
4. Lots numbered 18, 39, 40, 44 and 45, as depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024), shall not be permitted to take driveway access to and from Road “E”. The Applicant shall register the foregoing restriction upon the title of the identified lots and road and such restriction shall be contained within any deed transferring ownership thereof.
5. Access for the off-street parking to serve Lots # 47 through # 58, inclusive, or some portion thereof, is recommended to be taken to / from the rear (western) portion of the respective lots, running along the lot line boundaries shared with the adjacent “Meadows II” Workforce Rental Housing Development Project and connecting to / from Road “D”, as depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024), or to be taken to / from one or more shared driveways amongst these respective lots, to the extent said driveways access is taken to / from Road “E”.

D. Phasing and Implementation of Development

1. The Applicant, subject to the proportionate disbursement requirement of Condition Number ____ and the market-rate to AMI Limit Restricted Homes building permit ratio in Condition Number ____, is permitted to phase the construction of its development, in any manner, in the Applicant’s sole and absolute discretion, provided however, Applicant shall be required to submit a phasing plan, or plans, to the Planning and Land Use Services (PLUS) Department staff for review and approval of the Planning Director, such approval not to be unreasonably withheld, conditioned or delayed.
2. A pre-construction meeting shall take place on site. The pre-construction meeting will be organized by the Planning & Land Use Services (PLUS) Department staff upon notification from the applicant that construction on the project is commencing.
3. The Applicant, or its successors or assigns, shall ensure that for every three (3) market-rate homes for which a building permit is issued, a building permit for one (1) AMI Limit Restricted Home shall be issued, however despite the generality of this Condition Number ____, in the event a Regulatory Agreement has not been executed and Applicant has otherwise complied with Condition Number ____ above, the Applicant shall not be restricted from requesting or being issued building permits or Certificates of Occupancy for market-rate units, only to the extent that Applicant is not otherwise prohibited from being issued Certificates of Occupancy based upon the provisions of Condition Number ____ concerning the Traffic Mitigation Improvements.
4. The AMI Limit Restricted Homes shall be distributed proportionately throughout the Sandpiper Place I (South) Workforce Single-Family Home Ownership Development Project, pursuant to Section VI(B)(4)(d) of the DHCD 40B Guidelines, and in accordance with plans depicting such disbursement which shall be submitted to the Planning Director of the Town of Nantucket for review and approval, such approval not to be unreasonably

withheld, conditioned or delayed. Any alteration of the location of the AMI Limit Restricted Homes or their disbursement throughout the Sandpiper Place I (South) Workforce Single-Family Home Ownership Development Project following approval shall be reviewed and approved by the Planning Director of the Town of Nantucket, subject to the same limitations as recited infra.

5. A minimum buffer area of not less than twenty (20') feet shall be established and maintained between the workforce homeownership bonus lots and adjoining market-rate lots created pursuant to this Special Permit and any abutting residential development. The Applicant shall impose such restriction, by deed, upon the owner of such lots as abut any property of any such neighboring subdivision at the time of conveyance. No primary dwelling, secondary dwelling, tertiary dwelling, or garage structure shall be located within the buffer area, however outbuilding(s), shed(s), stable(s) / private, and studio(s) as such terms are defined in Section 139-2 of the Town of Nantucket Zoning By-law shall be allowed to be located within the buffer area, as shall fences, statuary, and other improvements that do not constitute structures, subject to compliance with any other applicable provisions of the Town of Nantucket Zoning By-law.

E. General, Regulatory & Miscellaneous Conditions

1. This Decision is conditioned upon the Applicant's preparation and submission for approval of a Regulatory Agreement (which may be in combination with the Condition imposed in the approval of Applicant's analogous "Sandpiper Place II (North) Workforce Single-Family Home Ownership Development" by Decision dated _____, 2017) by the Town of Nantucket, acting by and through its Board of Selectmen, and the Department of Housing and Community Development (DHCD). Provided that Applicant has prepared and submitted the same for approval and uses good-faith efforts in negotiating toward the mutually satisfactory execution thereof, Applicant shall not be restricted from requesting or being issued Certificates of Occupancy for structures or buildings constructed upon the market-rate lots, subject only to the aggregate limit imposed in this Decision on Certificates of Occupancy issued in the event the Town or County, as the case may be, of Nantucket accepts Applicant's offer of performance of the Traffic Mitigation Improvements more particularly described in Condition Number ____ hereof.
2. Provided that a Regulatory Agreement is executed, this Decision is conditioned upon the Applicant preparing, filing and observing all necessary or requisite formalities of the Local Initiative Program (LIP), as such is administered by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD) such that Local Action Units (LAU) (i.e., AMI Limit Restricted Homes restricted to sale to owners whose households earn not more than eighty (80%) percent of the Area Median Income (AMI), adjusted for household size, as determined consistent with the income limits issued by the U.S. Department of Housing and Urban Development (HUD), updated annually, as set forth in the DHCD 40B Guidelines) are included in the Subsidized Housing Inventory (SHI) list for the Town of Nantucket.
3. Prospective buyers of each of the AMI Limit Restricted Homes shall be sourced by way of an affirmative fair housing marketing and resident selection plan and then qualified and selected by a lottery conducted by a qualified third-party in accordance with Section

III(C) and Section III(F), respectively, of the DHCD 40B Guidelines, and all costs thereof shall be borne by the Applicant, or the Applicant's successors and assigns.

4. Subject to federal and state fair housing guidelines, regulations and laws, prospective buyers of the AMI Limit Restricted Homes eligible under Section III(D)(3) of the DHCD Chapter 40B Guidelines shall be placed within the local preference lottery pool for up to seventy (70%) percent of all of the AMI Limit Restricted Homes, as so approved.
5. In accordance with Section VI(B)(4)(a) of the DHCD Chapter 40B Guidelines, each of the AMI Limit Restricted Homes shall be indistinguishable from the market-rate homes of the same unit type on the exterior and shall contain comparable base fixtures and finishes on the interior.
6. Insofar as the Applicant imposes restrictions running with the land upon any lot, or lots, concerning their use for duplex, accessory, secondary or tertiary dwellings, as a result of ongoing negotiations between the Applicant and the Cedar Crest III Homeowner's Association, such restriction shall be imposed by covenant and an independent right of enforcement shall be granted to the Planning Board on or before its recording or registration, as the case may be, with the Nantucket County Registry of Deeds or the Nantucket Registry District of the Land Court.
7. Applicant, consistent with its preliminary meetings with the Nantucket Regional Transportation Authority (NRTA) conducted through the date of this Decision shall analyze prospective future usage and specific ridership demands on Nantucket Regional Transportation Authority (NRTA) services and design and shall mutually determine any potential service routes and facility locations serving the Meadows II Workforce Rental Housing Development Project, provided that the Applicant shall not be required to accept any specific route, or routes, location or facilities.
8. As pertains to any condition in this Decision, to the extent the Applicant believes that any of the comments and / or recommendations of the Town's Consulting Engineer or any Director of an authoritative agency or board of the Town of Nantucket given certain discretionary review authority hereby cannot be satisfied or resolved between such person and the Applicant, the Applicant may request a clarification, interpretation or decision by the Planning Board. Any such request shall be submitted, in writing, to the Planning Board, and the Applicant's request shall be acted upon at a meeting of the Planning Board next immediately following the date of the Planning Board's receipt of the Applicant's request. The foregoing shall not be construed to require that the Applicant's request for clarification, interpretation or decision be considered at a public hearing, unless required by law. Where not otherwise specifically stated, the Planning Board may, at its discretion, grant an extension or extensions to any deadline imposed in this Decision, upon written request of the Applicant, by action taken in conformity with the provisions of this Condition Number ____.
9. For purposes of this Decision, the commencement of substantial use or construction as such is contemplated in MGL c. 40A Section 9, shall mean the installation and pouring of footings upon one (1) buildable lot, except for good cause.

RECORD OF VOTE AND SIGNATURE PAGE FOLLOWS

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Record of Vote: On February [redacted], 2017 the Planning Board voted [redacted] - [redacted] to **CLOSE** the public hearing, and voted [redacted] - [redacted] to **APPROVE** the “Sandpiper Place I” (South) Workforce Homeownership Development Project Special Permit and (Major) Site Plan Review.

Barry G. Rector APPROVED

Nathaniel Lowell APPROVED

Linda F. Williams APPROVED

Joseph Marcklinger APPROVED

John Trudell, III APPROVED

C O M M O N W E A L T H O F M A S S A C H U S E T T S

Nantucket, SS _____, 2017

On the _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

Notary Public

My Commission Expires



Nantucket Planning Board

SPECIAL PERMIT DECISION WITH (MAJOR) SITE PLAN REVIEW (SPR)

“SANDPIPER PLACE I” (SOUTH) WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT

6 Mayflower Circle (Portion of), 8 Mayflower Circle (Portion of), 24 Evergreen Way (Entirety of), 26 Evergreen Way (Entirety of), 28 Evergreen Way (Entirety of), and 30 Evergreen Way (Entirety of)

Planning Board File # 53-16

Owner / Applicant: Richmond Great Point Development LLC

Nantucket Tax Assessors Map and Parcels:

Map 68, Parcel 730 (Portion of) (6 Mayflower Circle), Map 68, Parcel 731 (Portion of) (8 Mayflower Circle), Map 68, Parcel 711 (Entirety of) (24 Evergreen Way), Map 68, Parcel 712 (Entirety of) (26 Evergreen Way), Map 68, Parcel 713 (Entirety of) (28 Evergreen Way), and Map 68, Parcel 714 (Entirety of) (30 Evergreen Way)

Nantucket Registry District Title:

Lot 619 on Land Court Plan 16514-40 (Certificate of Title 24872) (6 Mayflower Circle)
Lot 620 on Land Court Plan 16514-40 (Certificate of Title 24872) (8 Mayflower Circle)
Lot 431 on Land Court Plan 16514-16 (Certificate of Title 24872) (24 Evergreen Way)
Lot 432 on Land Court Plan 16514-16 (Certificate of Title 24872) (26 Evergreen Way)
Lot 433 on Land Court Plan 16514-16 (Certificate of Title 24872) (28 Evergreen Way)
Lot 434 on Land Court Plan 16514-16 (Certificate of Title 24872) (30 Evergreen Way)

Applicable Zoning:

Residential-5 (R-5) Zoning District - Eligible for “Workforce Homeownership Housing Bonus Lots Allowance” Under Zoning Bylaw Section 139-8(D)

~~January-February~~ , 2017

Approval Action and Review by the Planning Board:

The Planning Board of the Town of Nantucket held public hearings at its October 13, 2016, October 27, 2016, November 14, 2016 (which was cancelled), January 9, 2017, January 19, 2017, ~~and~~ January 26, 2017, February 2, 2017, and February _____, 2017 meetings to consider a request by Richmond Great Point Development LLC (as Owner / Applicant) for the issuance of a Special Permit, requiring (Major) Site Plan Review, to allow for the development of up to

forty-two (42) workforce homeownership lots and the provision of associated roadways and infrastructure on a total of +/- 7.35 acres of land area.

The project, to be known as “Sandpiper Place I” (South) is comprised of the development of the maximum total of forty-two (42) buildable residential (workforce homeownership) lots on the southerly +/- 7.35 acre portion of the previously subdivided residential land which had comprised a portion of the Cedar Crest I residential subdivision, originally endorsed in 1994, now that the property has been re-zoned for workforce homeownership housing.

Twenty-five percent (25%) of all of the lots, or ten (10) of the lots, will be designated as affordable, with completed (move-in ready) detached single family homes built on them under the criteria that was tentatively agreed to by and between the Owner / Applicant and the Town of Nantucket Board of Selectmen under a *Memorandum of Understanding* (MOA) dated November 9, 2015, and as was approved through a near-unanimous vote by the voters of the Town of Nantucket at a Special Town Meeting of the Town of Nantucket, held on November 9, 2015.

These criteria established two categories or tiers of affordability, one “traditional” affordability, category tied to the 80% of Area Median Income (AMI) limits (and the associated maximum initial sales price limits) which have been codified into regulations by the Commonwealth of Massachusetts under Chapter 40B of state law, and one “local” or “Nantucket” affordability category, tied to the 175% of Area Median Income (AMI) limits (and the associated maximum initial sales price limits) to facilitate the eligibility of two-income family, year round Nantucket residents that the workforce housing zoning initiative was primarily targeted to serve.

The special permit application was filed and has been reviewed pursuant to the following sections of the Town of Nantucket Zoning Bylaw: Section 139-2 (Definitions and Word Usage); Section 139-3(A) (Districts Enumerated); Section 139-7(A) (Use Chart); Section 139-8(D) (Residential Development Options); Section 139-30 (Special Permits); Section 139-23(B)(2) (Major Site Plan Review); and Section 139-18(D) Off Street Parking Requirements.

Related Application Under Review by the Planning Board

The entirety or portions of the six (6) existing (contiguous) parcels which comprise the +/- 7.35 acre sized project site have been proposed to be subdivided into a total of forty-three (43) lots / parcels, including forty-two (42) buildable residential (workforce homeownership) lots and one (1) non-buildable (open space) parcel, along with the provision of associated roadways and related infrastructure improvements, by a Definitive Subdivision Plan (AR) (Planning Board File # 8024) which is being reviewed by and is expected to be acted upon by the Planning Board concurrently with or roughly concurrently with this action by the Planning Board.

Project Description:

Background and Context

The “Sandpiper Place I” (South) Workforce Homeownership Development Project would serve to implement the “workforce homeownership” housing zoning initiative that was approved as part of Article # 1 and Article # 2 at the November 9, 2015 Nantucket Special Town Meeting, the

provisions of which were subsequently codified as Section 139-8(D) (Residential Development Options) of the Nantucket Zoning Bylaw.

The primary provisions of this workforce rental housing initiative are comprised of the opportunity for a prospective development to be eligible for a thirty-three percent (33%) dwelling unit density bonus, above the maximum baseline dwelling unit density set forth in the underlying zoning (based on the maximum number of lots / homes that could be developed within the project site under a conforming subdivision that complies with all applicable baseline zoning requirements and local subdivision requirements) if the prospective development reserves at least twenty-five percent (25%) of the total number of houses (inclusive of the houses achieved through the density bonus allowance) to be sold to buyers who qualify under the income limits and at the maximum initial sales prices that meet the local affordable housing thresholds, as established in the zoning. The criteria and calculations which are applicable to the “conforming subdivision” and the “workforce homeownership housing bonus lots” for the proposed project, as relates to these requirements, are described in more detail below.

In addition to the dwelling unit density bonus provision, development projects which qualify under this zoning initiative may, subject to the discretion of the Planning Board, be permitted additional flexibility with respect to the minimum required setbacks, and minimum required regularity factor criteria, in exchange for the proposed project meeting the affordability commitment.

Summary of Proposed Development

The proposed project is comprised of the development of a cumulative total of up to forty-two (42) buildable residential lots, configured in a master-planned “neighborhood” style setting, integrated with connecting roadways, parking, open space areas, pedestrian / bicycle paths, and landscaping.

Calculations and Compliance Related to Workforce Homeownership Housing Bonus Lots

The “Sandpiper Place I” (South) Definitive Subdivision Plan qualifies for the density bonus, dimensional, intensity and design flexibility provisions and, as such, meets or exceeds all of the use, intensity, and dimensional criteria applicable to the project, subject to the approval of a special permit by the Planning Board, and subject to a finding by the Planning Board that the project applicant has demonstrated that the project met the criteria to qualify for the “bonus lots” by demonstrating the number of lots “which may have otherwise been created on a conventional subdivision plan meeting all dimensional and upland requirements of the Zoning Bylaw and in full conformance with (and requiring no waivers from) the *Rules and Regulations Governing the Subdivision of Land* ... as demonstrated by the submission of a dimensioned lotting plan” as such criteria are set forth in Section 139-8(D)(2)(a) of the Nantucket Zoning Bylaw.

Under a cover letter dated January 16, 2017 submitted by the Owner / Applicant to the Planning Board and based on a review of the accompanying “dimensioned lotting plan”, the applicant duly documented that a conventional subdivision may have otherwise been created upon the +/- 7.35 acres of land area comprising the proposed project could contain a total of thirty-five (35) buildable residential lots, which meet all of the dimensional and upland requirements of the

Zoning Bylaw and in full conformance with (and requiring no waivers from) the Rules and Regulations Governing the Subdivision of Land.

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As a result, the project qualifies for an increment of up to twelve (12) “bonus lots” which confirms that the project area could include a total of up to forty-seven (47) total buildable residential lots, subject to compliance with the accompanying affordability requirements, which is five (5) buildable residential lots more than the forty-two (42) total buildable residential lots which are depicted on the proposed plan (inclusive of the “bonus lots”). As a result, the “Sandpiper Place I” (South) Workforce Homeownership Development Project meets the requirement for eligibility for “bonus lots” and also complies with all of the use, intensity, and dimensional criteria applicable to the proposed project, as set forth in the Nantucket Zoning Bylaw.

Summary of Applicable Affordable Housing Provisions

As previously described herein, in order to qualify for the development of “bonus lots” under the “workforce homeownership” zoning criteria, ten (10) of the total buildable residential lots within the project, equal to twenty-five percent (25%) of the total buildable residential lots, will be designated as affordable, with completed (move-in ready) detached single family homes built on them to be sold to buyers who qualify under the income limits and at maximum initial sales prices that meet the local affordable housing thresholds, as established in the zoning.

In addition, in accordance with applicable state law, all of the affordable homes within the project:

- Must be roughly proportionate in terms of size and character (in terms of overall square footage and number of bedrooms per home) when compared to the market rate units.
- Must be interspersed non-uniformly and proportionally among the market rate homes (meaning that they cannot be concentrated in particular areas of the site).
- Must have the same exterior appearance and must also be improved with similar quality finishes and features, when compared to the market rate homes.

An increment of seventy percent (70%) of all of the affordable homes within the project, equal to seven (7) of the affordable homes, the maximum increment allowed under state law, will be sold to buyers who qualify for the “local preference” including individuals who are: (1) current local residents, (2) current municipal employees [including teachers and school department employees, police officers, firefighters, and other municipal employees], (3) employees of any local (private) businesses, and (4) non-residents with children attending local schools.

Accordingly, as a result of the designation of the seventy-five percent (75%) proportion of all of the twenty-five percent (25%) increment of the total number of affordable homes to be sold to buyers meeting the “traditional” affordability criteria, tied to the 80% of Area Median Income (AMI) limits (and associated maximum initial sales price limits) which have been codified by the Commonwealth of Massachusetts under the Chapter 40B of state law, equal to an increment of seven (7) of the total ten (10) affordable homes to be developed within the project, will be eligible to qualify as Local Approval Units (LAU’s) under the Local Initiative Program (LIP) for inclusion on the Subsidized Housing Index (SHI) of the Town of Nantucket as such programs are administered and as such index is maintained by the Commonwealth of Massachusetts Department of Housing Community Development (DHCD), a status that is particularly important

in the Town's objective of achieving a greater supply of affordable housing within the community.

The homes comprising the remaining twenty-five percent (25%) proportion of all of the twenty-five percent (25%) increment of the total number of affordable homes, equal to an increment of three (3) of the total ten (10) affordable homes to be developed within the project, will be sold to buyers meeting the "local" or "Nantucket" affordability threshold, tied to the 175% of Area Median Income (AMI) limits (and associated maximum initial sales price limits) to facilitate the eligibility of two-income family, year round Nantucket residents that the workforce housing zoning initiative was primarily targeted to serve.

It is understood that these units will not be eligible to qualify as Local Approval Units (LAU's) under the Local Initiative Program (LIP) for inclusion on the Subsidized Housing Index (SHI) of the Town of Nantucket as such programs are administered and as such index is maintained by the Commonwealth of Massachusetts Department of Housing Community Development (DHCD), but that the provision of a certain number of homes to be specifically targeted to this "local" or "Nantucket" affordability buyer pool, many of whom are slightly above the "traditional" (80% AMI income limit and qualification threshold) but do not have the means to purchase a market rate home, is an important community priority, as part of the overall effort to resolve the local housing affordability crisis that is extant in the community.

The project includes a series of interconnected internal roadways, providing access to / from the lots within the project area, as well as connections to adjacent portions of the surrounding land which is also owned by Richmond Great Point Development LLC, and to Old South Road, providing the primary vehicular and transit connections to and from the community.

Several of these internal roadways are proposed to connect to and from the +/- 14.7 acres of land (abutting and located immediately west of the subject property) which is also owned by Richmond Great Point Development LLC and is proposed to be developed as the "Meadows II" Workforce Rental Housing Development Project, which is proposed to include a cumulative total of two hundred and twenty-five (225) rental apartments.

Summary of Zoning Bylaw Compliance:

The entirety of the +/- 7.35 acres of land area comprising the "Sandpiper Place I" (South) Workforce Homeownership Development Project is designated within the Residential-5 (R-5) zoning district, as set forth and described in Section 139-3(A) (Districts Enumerated) and Section 139-7 (Use Chart) of the Town of Nantucket Zoning Bylaw. The intensity and dimensional criteria applicable to any development proposed within the Residential-5 (R-5) zoning district are set forth in Section 139-16 (A-E) (Intensity Regulations) of the Nantucket Zoning Bylaw.

As previously described above, depending on the size, design, and specifics of the proposal, a proposed subdivision (and development project) in the Residential-5 (R-5) zoning district may be eligible for and may qualify for the density bonus, dimensional, intensity and design flexibility provisions described in Section 139-8(D) (Residential Development Options – Workforce Homeownership Housing) of the Nantucket Zoning Bylaw.

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The entire subject property is located within the Public Wellhead Recharge (PWR) Overlay District and, as such, any future development within the subject property / subdivision must comply with the provisions of Section 139-12(B) of the Nantucket Zoning Bylaw (including the requirement that “all land uses, buildings, and accessory structures, that result in rendering impervious more than 15% or 2,500 square feet of any lot, whichever is greater” shall be prohibited “unless a system for artificial recharge of 95% of annual precipitation is provided that will not result in the degradation of groundwater quality”).

Summary of Applicable Workforce Homeownership Housing Criteria (Including Land Use, Intensity, and Dimensional Criteria)

The detached residential land uses and attached residential land uses (single family dwellings, secondary dwellings, tertiary dwellings, or duplex dwellings) which may be developed on the lots comprising the “Sandpiper Place I” (South) Workforce Homeownership Development Project are allowed subject to the issuance of a special permit, as set forth in Section 139-7(A) (Use Chart) and Section 139-30 (Special Permits) of the Town of Nantucket Zoning Bylaw.

The project includes a total of up to forty-two (42) separate buildable residential (workforce homeownership) lots. Each of the individual lots complies with each and all of the applicable (zoning related) quantitative and dimensional criteria as set forth in Section 139-16(A), Section 139-8(D)(1), and Section 139-8(D)(3) of the Town of Nantucket Zoning Bylaw as relates to the following:

- A minimum lot area requirement (prior to further subdivision) of 32,000 square feet in the Residential-5 (R-5) District (Section 139-8(D)(1)(a)[i]).

Based on the confirmation of compliance with the applicable quantitative and dimensional criteria, as described above, the proposed project qualifies under the workforce homeownership housing bonus lots provision, providing for the maximum development of a total of up to forty-seven [47] buildable residential lots within the project, inclusive of the “bonus” lots, subject to the subsequent implementation of the applicable affordability provisions, as described herein.

Documents and Input Considered by the Planning Board in its Review and Action:

The Planning Board based its decision after considering the following documents and input:

- An “*Application for a Special Permit*” form, dated September 9, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).
- A cover letter including a variety of detailed project description and technical information entitled “*Submittal of Application for Special Permit (Workforce Rental Community)*” dated September 12, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).

- A plan set entitled Definitive Subdivision Plan, "Sandpiper Place" Single Family Homeownership Project as prepared by Green Seal Environmental, Inc., dated August 3, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets).
- A plan set entitled Definitive Subdivision Plan, "Sandpiper Place" Single Family Homeownership Project as prepared by Bohler Engineering, dated December 5, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets) (this superseded the plan set described above, prepared by Green Seal Environmental, Inc., dated August 3, 2016).
- The "Master Plan" Richmond Great Point Development LLC Old South Road Properties Nantucket MA (multiple revisions, with most recent revision dated January 26, 2017), prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Potential Roadway Categorization Exhibit" (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Typical Roadway Section" (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Traffic Impact and Access Study" Old South Road Mixed-Use Development Nantucket, Massachusetts, dated August 26, 2016, prepared by Ron Muller & Associates (Including Various Conceptual Design Plans), the "Peer Review" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated October 21, 2016, prepared by Tetra Tech, and the "Response to Traffic Peer Review Comments" (Including Various Updated Conceptual Design Plans) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 12, 2017, prepared by Ron Muller & Associates.
- The "Supplemental Trip Generation and Traffic Impact Sensitivity Analysis" Prospective Development of Accessory, Secondary, Tertiary, or Duplex Dwellings Proposed "Sandpiper Place" Single Family Housing Subdivisions, Nantucket MA, dated January 17, 2017, prepared by Ron Muller & Associates, and the "Trip Generation Request" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 25, 2017, prepared by Tetra Tech.
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- The "Fiscal Impact Analysis" Meadows II and Sandpiper Place Development Project, Nantucket Massachusetts, dated September 21, 2016, prepared by Connery Associates, and the "Peer Review of Sandpiper Place, Meadows II Fiscal Impact Analysis - Meadows II and Sandpiper Place Development Project, Nantucket Massachusetts", dated January 25, 2017, prepared by RKG Associates, Inc.

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- The “*Dimensioned Lotting Plan*” (Including Accompanying Cover Letter) In Support of Application for Special Permit (Workforce Homeownership Housing) Sandpiper Place II (North) Single Family (Home Ownership) Housing Development, dated January 17, 2017, prepared by Bohler Engineering (Plans / 3 Sheets) and dated January 16, 2017, prepared by The Richmond Company, Inc. (Cover Letter)
- The technical review and comments and input provided to the owner / applicant at a series of three “coordinated review meetings” conducted on July 5, 2016, October 2, 2016, and December 20, 2016 by the Nantucket Planning and Land Use (PLUS) Department staff with input provided by staff representatives of other Town departments (including, but not limited to the: Nantucket Department of Public Works, Nantucket Fire Department, Nantucket Police Department, Nantucket Health Department, and the Nantucket Department of Natural Resources).
- Representation, testimony, and correspondence received and made part of the record in connection with the public hearings held by the Planning Board on October 13, 2016, October 27, 2016, November 14, 2016 (which was cancelled), January 9, 2017, January 19, 2017, ~~and January 26~~, 2017, ~~February 2, and February~~, 2017.
- Assorted correspondence and documents that are on file with the Planning Board, File # 53-16

Basis of the Findings:

Public hearings were held on October 13, 2016, October 27, 2016, November 14, 2016 (which was cancelled), January 9, 2017, January 19, 2017, ~~and January 26~~, 2017, ~~February 2, 2017, and February~~, 2017, at which time the Planning Board heard testimony from the Applicant and from the public. The Planning Board closed the public hearing on ~~January-February~~, 2017.

The Planning Board evaluated this application in its capacity as the Special Permit granting authority for this application and decision, as set forth in Zoning Bylaw Section 139-8(D) and Section 139-30(A), in accordance with the provisions of Massachusetts General Laws, Chapter 40A, in accordance with Zoning Bylaw Sections 139-2(A), 139-7(A), 139-18(A)(4), 139-20.1, and by reviewing the proposed existing conditions plan, layout / site plan, utilities plan, and detail sheets, as well as the stormwater management report, all of which were duly submitted to and reviewed by the Planning Board, the Town Planning and Land Use Services (PLUS) staff, and its consulting engineer, Pesce Engineering & Associates, Inc. It is noted that the application is also subject to Major Site Plan Review in accordance with Zoning Bylaw Section 139-23(D).

Findings:

Based on its review of the application in accordance with the Zoning Act (MGL c. 40A), the Nantucket Zoning Bylaw, the above-referenced documents, plans, and other materials submitted by the Applicant, et al., and the testimony received at the public hearings:

- a. The Planning Board finds that the proposed development is consistent with the provisions of The Zoning Act of the Commonwealth of Massachusetts (MGL c. 40A) and the Zoning Bylaw of the Town of Nantucket (Ch. 139).
- b. The Planning Board finds that the residential dwelling uses proposed for development, is in harmony with the general purpose and intent of Ch. 139-8D of the Zoning Bylaw of the Town of Nantucket incentivizing the creation of workforce and affordable home ownership housing opportunities.
- c. The Planning Board finds that implementation of the development will, consistent with Ch. 139-8D of the Zoning Bylaw of the Town of Nantucket, create a compact neighborhood having consistency and flexibility in its layout and design, which neighborhood, will be proximate to compatible adjacent commercial uses for the convenience of its occupants, such as general and necessary commercial services and retail sales of essential consumer items.
- d. The Planning Board finds that the approved and/or proposed vehicle traffic and pedestrian improvements, as detailed herein, will serve to mitigate traffic congestion and reduce the need for additional vehicle trips to already congested areas of the Town of Nantucket, respectively.
- e. The Planning Board finds that the increases in density normally permissible in the Residential-5 (R-5) Zoning District proposed for this development satisfy the overall intent of Ch. 139-8D of the Zoning Bylaw of the Town of Nantucket by providing a greater diversity of housing opportunities to residents in fulfillment of the objectives cited in the “Nantucket Master Plan”, adopted at Town meeting on April 6, 2009, and that such increases are permissible as they provide housing for persons of low or moderate income.
- f. The Planning Board finds that the Applicant’s site plan satisfies the Major Site Plan Review standards and fulfills the review objectives of the Site Plan Review (SPR) chapter of the Zoning Bylaw of the Town of Nantucket (Ch. 139-23(A) through Ch. 139-23(I), inclusive) as the Site Plan anticipates and minimizes traffic and safety impacts, the connection of structures intended for human occupation to Town services such as water and sewer and the adequacy of the same, and provides for the safety and convenience of pedestrian and vehicular movement within the site, and in relation to rights-of-way and properties in proximity to the site, all as such compliance is more particularly described in the conditions hereto.
- g. The Planning Board accepts (i) the “Traffic Impact and Access Study”, dated August 26, 2016 (as amended) prepared by Ron Müller & Associates Traffic Engineering and Consulting Services, (ii) the peer review letter addressed to Andrew Vorce, Director of the Nantucket Planning & Economic Development Commission prepared by Tetra Tech dated October 21, 2016, and (iii) subsequent correspondence by and between said engineers with respect to the traffic impacts expected to be generated by the project, and finds that the Applicant’s Site Plan (including the proposed off-site traffic mitigation improvements), as modified following consideration of input from the Planning Board and the Planning and Land Use Services (PLUS) Department Staff pursuant to Ch. 139-

23G of the Zoning Bylaw of the Town of Nantucket, demonstrates compliance with the performance standards of Ch. 139-23A(F) of the Zoning Bylaw of the Town of Nantucket. Relatedly, the Planning Board finds that the proposed means of reducing traffic impacts are adequate and the Site Plan, as designed, satisfactorily provides for safe pedestrian and vehicular circulation within the site and with and to adjoining sites.

- h. The Planning Board finds no evidence that any public amenity of the Town or County of Nantucket will be adversely affected by the proposed development.
- i. The Planning Board acknowledges Applicant's "dimensioned lotting" plan, submitted pursuant to Ch. 139-8D(2)(a), and finds that said plan meets all of the dimensional and upland requirements of Zoning Bylaw of the Town of Nantucket for the Residential-5 (R-5) District and the number of lots which could have been created through a conventional subdivision plan, without the benefit of any waivers, for this development is thirty-five (35) lots by-right.
- j. The Planning Board finds that, application of the 1.33 "bonus lots" factor set forth in Ch. 139-8D(2)(a)(1) to the thirty-five (35) building lots permitted under a conventional subdivision plan by-right, creates a potential of twelve (12) additional buildable lots, or "workforce homeownership bonus lots", for a total maximum possible forty-seven (47) buildable lots. The calculation of 46.55 is rounded to the next highest whole number in accordance with Ch. 139-8D(2)(a) of the Zoning Bylaw of the Town of Nantucket.
- k. The Planning Board finds that no greater than a twenty (20') foot buffer shall be required to be established between the workforce homeownership bonus lots and residentially zoned abutting properties to mitigate any impacts from increased density to abutting properties and Applicant's plans and the conditions hereto satisfy the remaining requirements of Ch. 139-8D(2)(d).
- l. The Planning Board finds that the conditions imposed hereby ensure that certain units in the proposed project will be eligible for approval as Local Action Units (LAU) through the Local Initiative Program (LIP) and will be included on the Town's Subsidized Housing Inventory.

Based on the findings above, the Owner / Applicant has met the aforementioned guidelines through site design; which supports the intent of the special permit authority granted to the Planning Board.

Decision and Conditions of Approval:

The Planning Board is required to render a decision on the application based on Section 139-8(D) (Residential Development Options) of the Zoning Bylaw and Section 139-23 (Site Plan Review) of the Zoning Bylaw.

Based on the foregoing application / proposal, the findings, the above referenced documents and the testimony given at the public hearings, the Nantucket Planning Board hereby APPROVES this application based on [REDACTED] - [REDACTED] vote in favor of approval. Finding that the application is in harmony with the general purpose and intent of the Nantucket Zoning Bylaw, the Planning Board hereby GRANTS to Owner / Applicant, the following Special Permits and approvals:

1. Special Permit issued to allow for the creation of the “Sandpiper Place I” (South) Workforce Homeownership Development Project, comprised of a total of up to forty-two (42) buildable residential (workforce homeownership) lots and one (1) non-buildable (open space) parcel, pursuant to Section 139-8(D) of the Nantucket Zoning Bylaw.
2. Major Site Plan Review approval, allowing for the development of the project as shown on the project plans, and in accordance with the conditions of approval set forth herein.

The Planning Board sets forth the following conditions to its approval:

A. Density and Affordability Conditions

1. The Sandpiper Place I (South) Workforce ~~Single Family~~ Home~~o~~ Ownership Development Project shall consist of not ~~greater~~ ~~more~~ than forty-two (42) buildable housing lots. In accordance with Section 139-8D of the Town of Nantucket Zoning By-law, not less than ten (10) of the buildable housing lots shall be restricted by perpetual covenant running with the land by Applicant prior to the initial sale of the land and home to be built thereupon, to ownership by households earning at or below the area median income (AMI) limits set forth in Section 139-2 of the Town of Nantucket Zoning By-law (the “AMI Limit Restricted Home(s)”). The covenant shall be contained in any deed transferring ownership of any AMI Limit Restricted Home and shall be in a form acceptable to Town Counsel. ~~Each of t~~The initial sales price and subsequent sales prices ~~of~~ AMI Limit Restricted Homes sold by owners having households earning at or below the area median income (AMI) limits set forth in the applicable section of the Town of Nantucket Zoning By-law, shall be subject to and shall not exceed the maximum allowable initial sales prices and the maximum allowable resale prices as are determined in conformity with the calculation methodology and formulas which are set forth in the “Guidelines for G.L. c. 40B Comprehensive Permit Projects and the Subsidized Housing Inventory” dated December 2014, as nd issued by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD), as amended through the date of this Decision (the “DHCD 40B Guidelines”).
2. The ~~remaining~~ thirty-two (32) buildable housing lots that are not AMI Limit Restricted Homes shall not be subject to any of the income limit, qualification or initial sale or resale price limitations referenced herein, and shall be considered “market-rate” units.
3. No lot within the Sandpiper Place I (South) Workforce Homeownership Development Project, irrespective of the number of structures approved and erected thereupon, shall contain, in the aggregate, in excess of four (4) bedrooms. Unless by advance written approval efrom (i) expressly approved in advance by the Applicant, or or the homeowners’ Homeowners’ aAssociation established pursuant to Condition following such time as approval authority has been assigned by the Applicant (subsequent to the assignment of such approval authority by the Applicant), and (ii) the Planning Board, in conjunction with the Lot Configuration Review described in Condition Number —A-9 hereinf. , no lot within the subdivision, irrespective of the number of structures approved and erected upon such lot, shall contain, in the aggregate,

~~in excess of four (4) bedrooms.~~—In any event, the cumulative number of bedrooms allowed permitted within the Applicant's related applications-workforce housing projects described as Sandpiper Place I (South) Workforce Single Family-Home-Ownership Development Project, Sandpiper Place II (North) Workforce Single Family-Home-Ownership Development Project and the Meadows II Workforce Rental Housing Development Project, all as approved by the Planning Board-concurrently with or roughly concurrently with this action of by the Planning Board taken hereupon on _____, 2017, shall not exceed seven hundred (700) bedrooms.

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4. The lots shown upon the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024), which definitive subdivision plan was endorsed as approved by the Planning Board under the subdivision control law on January 26, 2017, shall not be further subdivided. There shall be no further subdivision of any lots within the Sandpiper Place I (South) Workforce Homeownership Development Project, beyond those which were created by the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024) as approved by the Planning Board on January 26, 2017.

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5. The development of tertiary dwelling units shall be prohibited on all lots within the Sandpiper Place I (South) Workforce Homeownership Development Project.

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6. The development and construction of duplex dwelling units shall be prohibited on Lots #numbered 20, 21, 22, 23, 24, 25, and 26, as such lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024).

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7. Unless otherwise restricted by the conditions of this Decision, The development of duplex dwelling units are permitted to be developed and constructed shall be permitted upon a cumulative total of not more than six (6) of the buildable housing lots within the Sandpiper Place I (South) Workforce Homeownership Development Project. So long as no more than six (6) lots have been improved with duplex dwelling units, the Applicant or a subsequent owner of a lot in the Sandpiper Place I (South) Workforce Homeownership Development, shall permitted to develop and construct duplex dwelling units upon any lot not otherwise restricted, provided, however, duplex dwelling units shall not be permitted, except where the development of such duplex dwelling units is otherwise prohibited by Condition Number 6 herein, or by any binding covenant. Such duplex dwelling units shall not, however, be permitted on lots directly abutting lots having an existing duplex dwelling unit, or upon lots which are located directly across any road from a lot having an existing duplex dwelling unit each other.

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8. Unless such development is otherwise expressly prohibited or limited (in number and / or location) by this action by the Planning Board, (The development and construction of accessory dwellings, secondary dwellings, garage apartments, and duplex dwellings shall be permitted upon any lot in the Sandpiper Place I (South) Workforce Homeownership Development Project; subject to compliance with the cumulative bedroom limit restrictions described in Condition Number A-3 herein, asand well as the restrictions and /or limits described in Condition Number A-6 and Condition Number A-7 herein.

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9. Prior to the issuance of a building permit for any individual buildable housing lot, the Applicant, or any successive owner thereof, shall submit a lot configuration review plan to the Planning Board, or its designee, for review and approval. SuchThe plan shall

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depict (i) specify the number of bedrooms proposed within any structure, or structures, to be constructed thereupon; (ii) depict the proposed configuration of such structure, or structures, including the front yard setback distances and any driveway(s) improving such buildable lot, and (iii) provide details of and shall specify the front yard setback and location proposed landscaping and materials used for in the construction of such driveway(s), as well as the proposed landscaping. The Planning Board, or its designee, shall conduct a reasonable review of such an applicant's plan considering, as factors in its decision, the lot size, the lot frontage, the lot orientation relative to roadway corners and radius curves, the nature and configuration of the proposed landscaping, and the design, location, and orientation of pre-existing improvements and structures on surrounding propertieslots. If an applicant is dissatisfied with a decision rendered on its plan submitted for lot configuration review, the aggrieved applicant may appeal such decision to the Planning Board, if made by a designee, or as otherwise provided by law or in equity to a court of competent jurisdiction, in accordance with the provisions of M.G.L. Chapter 40(A), Section 17the Zoning Board of Appeals, if made by the Planning Board.

3.10. Unless otherwise approved by the Planning Board by way of a subsequent special permit, the location and design of all driveways and all off-street parking layouts serving within any individual buildable housing lots must shall be selected from the set of pre-approved alternatives approved hereby and set forth in Exhibit to this Decision, unless an alternative design is permitted during the lot configuration review process described in the immediately preceding Condition A-9. During the lot configuration review process described in Condition Number 9 herein, the Planning Board, or its designee, as the case may be, in its sole discretion, shall determine whether the location and design of the driveway and off street parking layout qualifies as one of the pre-approved alternatives, as described herein.

B. Utility, Infrastructure and Improvements

1. All on site roadway improvements, such as driveway aprons and curbing, shall be completed in accordance with Applicant's final plans, as submitted for approval in accordance with Condition Number herein. On-street parking shall be restricted to only one-side of each the an applicable roadway segments, as shown on the aforementioned (final) plans to be submitted and approved in accordance with Condition Number of the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024), which definitive subdivision plan was endorsed as approved by the Planning Board under the subdivision control law on January 26, 2017.

4. Prior to the endorsement of final plans by the Planning Board, the Applicant shall enter into a mutually agreeable Road Maintenance Agreement with the Town of Nantucket, to be reviewed and approved by the Planning Board, which shall set forth: (1) the responsible party, (2) the specific scope, and (3) the events triggering and the timing of any transition or termination of such responsibilities for the repair and maintenance of roads and common areas / improvements located within the Project. At minimum, the Road Maintenance Agreement shall address such matters as (i) the sweeping, ice and snow removal, and repair of all roads (including potholes, sealcoating, and paving), (ii) The cleaning, maintenance, and repair of all sidewalks, bike paths, and multi-use paths (inclusive of ice and snow removal), (iii) the pruning and upkeep of all street trees, landscaping, and lawn strips / lawn areas located within all rights of way, (iv) the

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operation, maintenance, and repair of all lighting located within all rights of way, (v) and the operation, maintenance, and repair of all play equipment, playgrounds, or common open space areas

2.

~~2. Prior to the issuance of building permits for individually salable lots, the Applicant, collectively with the analogous condition imposed in Applicant's related application for the Sandpiper Place II (North) Workforce Single Family Home Ownership Development Project, shall submit not less than three (3) (but shall not be required to submit more than five (5)), parking design alternatives to be approved for driveway parking. A subsequent owner of any lot shall choose one (1) of three (3) approved designs and shall incorporate the same into its certified plot plan in applying for a building permit. Subsequent Owners may deviate from the approved designs only by approval of the Planning Director of the Town of Nantucket.~~

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3. All buildings used for human occupancy within the Sandpiper Place I (South) Workforce Single-Family Home Ownership Development Project hereby approved by this Decision shall be connected to municipal water and sewer service. (should we add the additional language that is here in all the subdivision approvals ?)

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~~3.~~ 4. On or before the Planning Boards' approval of final plans, the Applicant shall obtain a Certificate of Water Quality Compliance (CWQC) for the ~~subdivision~~ Special Permit from the Wannacomet Water Company.

C. Traffic Mitigation and Access Improvements (On-Site / Off-Site)

1. The Issuance of Certificates of Occupancy for homes to be constructed upon ~~the the~~ buildable lots approved hereby, are subject to the Applicant's compliance with terms and provisions of Condition Number concerning the design and offer to construct certain off-site Traffic Mitigation Improvements, in the Applicant's related application for the Meadows II ~~W~~orkforce ~~R~~ental ~~H~~ousing ~~community~~ Development Project (Special Permit) (Planning Board File # 40-16) as approved by the Planning Board on February , 2017.

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2. The Applicant shall prohibit, by restriction running with the land contained within any deed transferring ownership of the hereinafter identified road and lots, the passage and re-passage of vehicles over Road "H" for access to and from lot number 20 and lot number 21, as such road and lots are ~~No vehicle~~ depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024).

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3. The Applicant shall prohibit, by restriction running with the land contained within any deed transferring ownership of the hereinafter identified road and lots, the passage and re-passage of vehicles over Road "G" for access to and from lot number 22 and lot number 23, ~~access shall be permitted to / from Road "H" to Lots # 20 and 21, or to / from Road "G" to Lots # 22 and 23,~~ as such road and lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024).

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4. Lots numbered 18, 39, 40, 44 and 45, as depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024), shall not be permitted to take driveway access to and from Road "E". The Applicant shall register the foregoing

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restriction upon the title of the identified lots and road and such restriction shall be contained within any deed transferring ownership thereof. No driveway access shall be permitted to / from Road "E" to Lots # 18, 39, 40, 44, and 45, as depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024).

- 1.5. Access for the off-street parking to serve Lots # 47 through # 58, inclusive, or some portion thereof, is recommended to be taken to / from the rear (western) portion of the respective lots, running along the lot line boundaries shared with the adjacent "Meadows II" Workforce Rental Housing Development Project and connecting to / from Road "D", as depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024), or to be taken to / from one or more shared driveways amongst these respective lots, to the extent said driveways access is taken to / from Road "E".

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D. Phasing and Implementation of Development

1. The Applicant, subject to the proportionate disbursement requirement of Condition Number ____ and the market-rate to AMI Limit Restricted Homes building permit ratio in Condition Number ____, is permitted to phase the construction of its development, in any manner, in the Applicant's sole and absolute discretion, provided however, Applicant shall be required to submit a phasing plan, or plans, to the Planning and Land Use Services (PLUS) Department staff for review and approval of the Planning Director, such approval not to be unreasonably withheld, conditioned or delayed.
2. A pre-construction meeting shall take place on site. The pre-construction meeting will be organized by the Planning & Land Use Services (PLUS) Department staff upon notification from the applicant that construction on the project is commencing.
3. The Applicant, or its successors or assigns, shall ensure that for every three (3) market-rate homes for which a building permit is issued, a building permit for one (1) AMI Limit Restricted Home shall be issued, however despite the generality of this Condition Number ____, in the event a Regulatory Agreement has not been executed and Applicant has otherwise complied with Condition Number ____ above, the Applicant shall not be restricted from requesting or being issued building permits or Certificates of Occupancy for market-rate units, only to the extent that Applicant is not otherwise prohibited from being issued Certificates of Occupancy based upon the provisions of Condition Number ____ concerning the Traffic Mitigation Improvements.
4. The AMI Limit Restricted Homes shall be distributed proportionately throughout the Sandpiper Place I (South) Workforce Single-Family Home Ownership Development Project, pursuant to Section VI(B)(4)(d) of the DHCD 40B Guidelines, and in accordance with plans depicting such disbursement which shall be submitted to the Planning Director of the Town of Nantucket for review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Any alteration of the location of the AMI Limit Restricted Homes or their disbursement throughout the Sandpiper Place I (South) Workforce Single-Family Home Ownership Development Project following approval shall be reviewed and approved by the Planning Director of the Town of Nantucket, subject to the same limitations as recited infra.

5. A minimum buffer area of not less than twenty (20') feet shall be established and maintained between the workforce homeownership bonus lots and adjoining market-rate lots created pursuant to this Special Permit and any abutting residential development. The Applicant shall impose such restriction, by deed, upon the owner of such lots as abut any property of any such neighboring subdivision at the time of conveyance. No primary dwelling, secondary dwelling, tertiary dwelling, or garage structure shall be located within the buffer area, however outbuilding(s), shed(s), stable(s) / private, and studio(s) as such terms are defined in Section 139-2 of the Town of Nantucket Zoning By-law shall be allowed to be located within the buffer area, as shall fences, statuary, and other improvements that do not constitute structures, subject to compliance with any other applicable provisions of the Town of Nantucket Zoning By-law.

E. General, Regulatory & Miscellaneous Conditions

1. This Decision is conditioned upon the Applicant's preparation and submission for approval of a Regulatory Agreement (which may be in combination with the Condition imposed in the approval of Applicant's analogous "Sandpiper Place II (North) Workforce Single-Family Home Ownership Development" by Decision dated _____, 2017) by the Town of Nantucket, acting by and through its Board of Selectmen, and the Department of Housing and Community Development (DHCD). Provided that Applicant has prepared and submitted the same for approval and uses good-faith efforts in negotiating toward the mutually satisfactory execution thereof, Applicant shall not be restricted from requesting or being issued Certificates of Occupancy for structures or buildings constructed upon the market-rate lots, subject only to the aggregate limit imposed in this Decision on Certificates of Occupancy issued in the event the Town or County, as the case may be, of Nantucket accepts Applicant's offer of performance of the Traffic Mitigation Improvements more particularly described in Condition Number ____ hereof.
2. Provided that a Regulatory Agreement is executed, this Decision is conditioned upon the Applicant preparing, filing and observing all necessary or requisite formalities of the Local Initiative Program (LIP), as such is administered by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD) such that Local Action Units (LAU) (i.e., AMI Limit Restricted Homes restricted to sale to owners whose households earn not more than eighty (80%) percent of the Area Median Income (AMI), adjusted for household size, as determined consistent with the income limits issued by the U.S. Department of Housing and Urban Development (HUD), updated annually, as set forth in the DHCD 40B Guidelines) are included in the Subsidized Housing Inventory (SHI) list for the Town of Nantucket.
3. Prospective buyers of each of the AMI Limit Restricted Homes shall be sourced by way of an affirmative fair housing marketing and resident selection plan and then qualified and selected by a lottery conducted by a qualified third-party in accordance with Section III(C) and Section III(F), respectively, of the DHCD 40B Guidelines, and all costs thereof shall be borne by the Applicant, or the Applicant's successors and assigns.
4. Subject to federal and state fair housing guidelines, regulations and laws, prospective buyers of the AMI Limit Restricted Homes eligible under Section III(D)(3) of the DHCD

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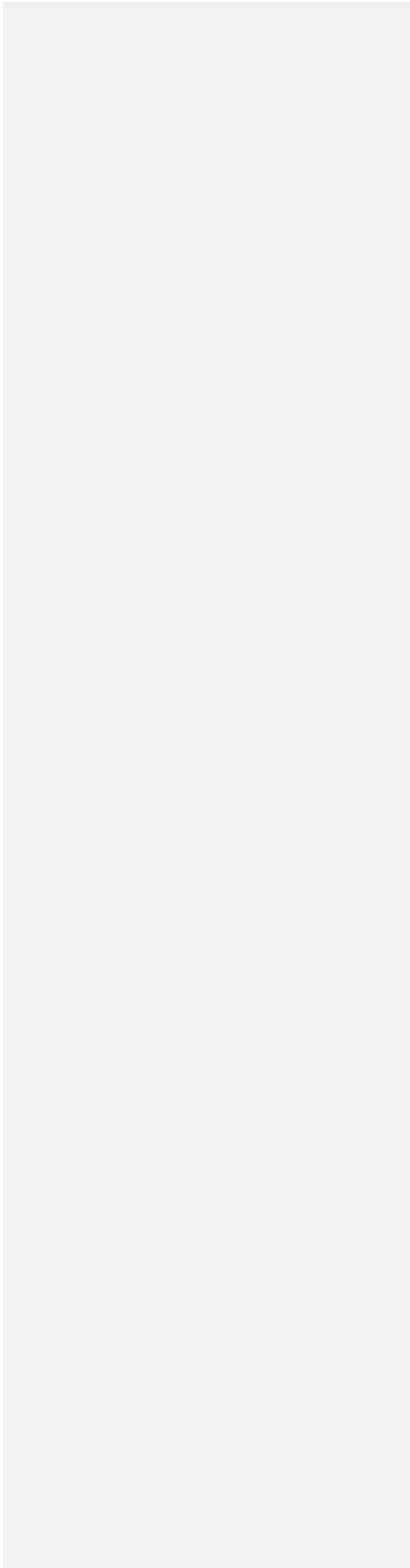
Chapter 40B Guidelines shall be placed within the local preference lottery pool for up to seventy (70%) percent of all of the AMI Limit Restricted Homes, as so approved.

5. In accordance with Section VI(B)(4)(a) of the DHCD Chapter 40B Guidelines, each of the AMI Limit Restricted Homes shall be indistinguishable from the market-rate homes of the same unit type on the exterior and shall contain comparable base fixtures and finishes on the interior.
6. Insofar as the Applicant imposes restrictions running with the land upon any lot, or lots, concerning their use for duplex, accessory, secondary or tertiary dwellings, as a result of ongoing negotiations between the Applicant and the Cedar Crest III Homeowner's Association, such restriction shall be imposed by covenant and an independent right of enforcement shall be granted to the Planning Board on or before its recording or registration, as the case may be, with the Nantucket County Registry of Deeds or the Nantucket Registry District of the Land Court.
7. Applicant, consistent with its preliminary meetings with the Nantucket Regional Transportation Authority (NRTA) conducted through the date of this Decision shall analyze prospective future usage and specific ridership demands on Nantucket Regional Transportation Authority (NRTA) services and design and shall mutually determine any potential service routes and facility locations serving the Meadows II Workforce Rental Housing Development Project, provided that the Applicant shall not be required to accept any specific route, or routes, location or facilities.
8. As pertains to any condition in this Decision, to the extent the Applicant believes that any of the comments and / or recommendations of the Town's Consulting Engineer or any Director of an authoritative agency or board of the Town of Nantucket given certain discretionary review authority hereby cannot be satisfied or resolved between such person and the Applicant, the Applicant may request a clarification, interpretation or decision by the Planning Board. Any such request shall be submitted, in writing, to the Planning Board, and the Applicant's request shall be acted upon at a meeting of the Planning Board next immediately following the date of the Planning Board's receipt of the Applicant's request. The foregoing shall not be construed to require that the Applicant's request for clarification, interpretation or decision be considered at a public hearing, unless required by law. Where not otherwise specifically stated, the Planning Board may, at its discretion, grant an extension or extensions to any deadline imposed in this Decision, upon written request of the Applicant, by action taken in conformity with the provisions of this Condition Number ____.
9. For purposes of this Decision, the commencement of substantial use or construction as such is contemplated in MGL c. 40A Section 9, shall mean the installation and pouring of footings upon one (1) buildable lot, except for good cause.

RECORD OF VOTE AND SIGNATURE PAGE FOLLOWS

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DRAFT



Record of Vote: On ~~January-February~~ [redacted], 2017 the Planning Board voted [redacted] - [redacted] to **CLOSE** the public hearing, and voted [redacted] - [redacted] to **APPROVE** the “Sandpiper Place I” (South) Workforce Homeownership Development Project Special Permit and (Major) Site Plan Review ~~and to ENDORSE this Decision.~~

Barry G. Rector APPROVED

Nathaniel Lowell APPROVED

Linda F. Williams APPROVED

Joseph Marcklinger APPROVED

John Trudell, III APPROVED

COMMONWEALTH OF MASSACHUSETTS

| Nantucket, SS _____, ~~2016~~2017

| On the _____ day of _____, ~~2016~~2017, before me, the undersigned notary public, personally appeared _____, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

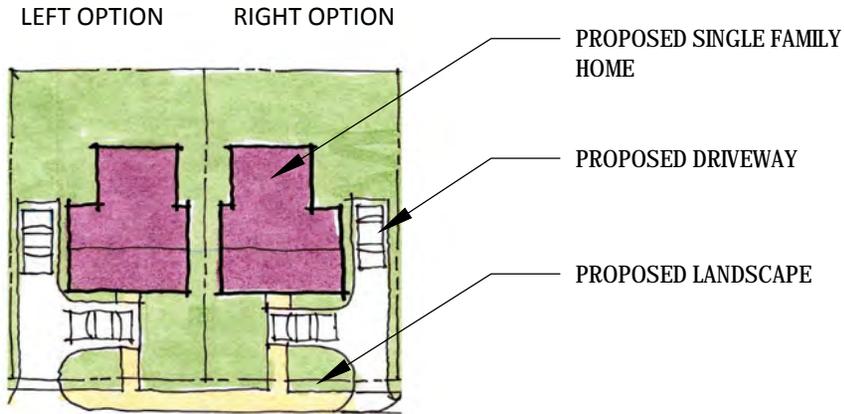
Notary Public

My Commission Expires

ALTERNATIVE A

SIDE YARD, DRIVEWAY, AND PARKING OFFSET

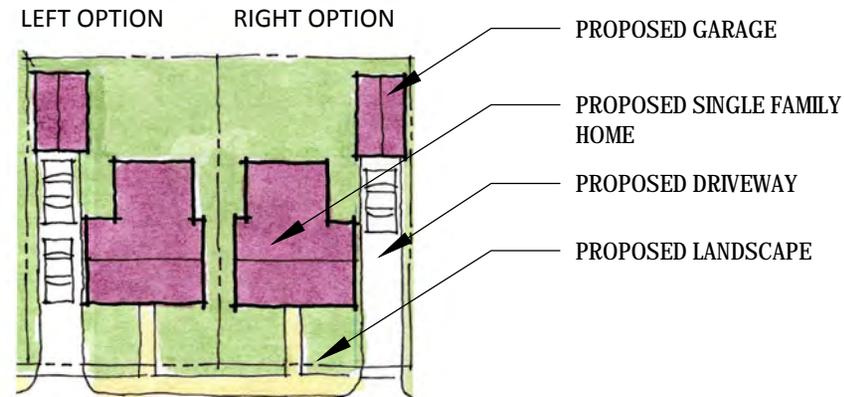
SCALE: 1" = 50'



ALTERNATIVE B

SIDE YARD TANDEM PARKING

SCALE: 1" = 50'



SHEET # 1 OF 3

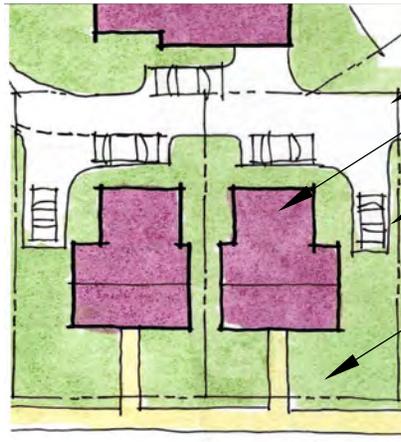
ALTERNATIVE C

REAR YARD, DRIVEWAY, AND PARKING OFFSET

SCALE: 1" = 50'

LEFT OPTION

RIGHT OPTION



PROPOSED ONE WAY STREET

PROPOSED SINGLE FAMILY HOME

PROPOSED DRIVEWAY

PROPOSED LANDSCAPE



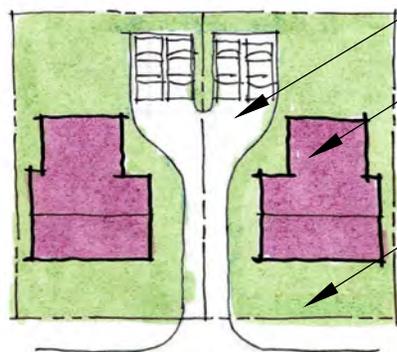
ALTERNATIVE D

SIDE YARD, OFFSET AND SHARED DRIVEWAY AND PARKING

SCALE: 1" = 50'

LEFT OPTION

RIGHT OPTION



PROPOSED SHARED DRIVEWAY

PROPOSED SINGLE FAMILY HOME

PROPOSED LANDSCAPE

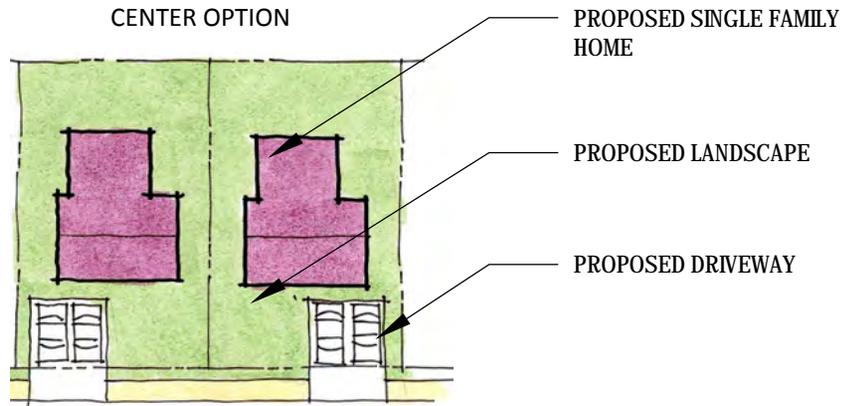


SHEET # 2 OF 3

ALTERNATIVE E

FRONT YARD HEAD IN PARKING

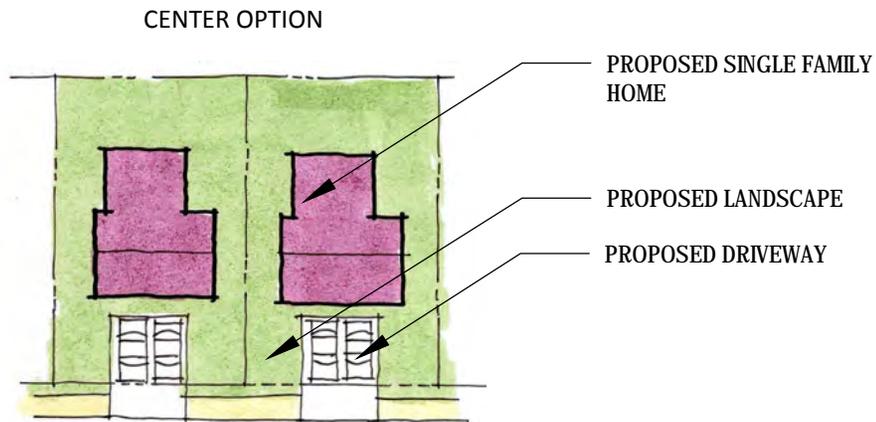
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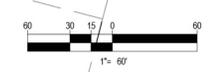
ALTERNATIVE F

FRONT YARD HEAD IN PARKING

SCALE: 1" = 50'



SHEET # 3 OF 3



BOHLER ENGINEERING

SITE ENGINEERING ARCHITECTURE
 LAND SURVEYING PLANNING CONSULTANTS TRANSPORTATION SERVICES
 SUSTAINABLE DESIGN PERMITTING SERVICES
 URBAN NETWORK
 NEW YORK METRO
 BOSTON MA
 BALTIMORE MD
 PHILADELPHIA PA
 WASHINGTON DC
 CHICAGO IL
 CLEVELAND OH
 DENVER CO
 HOUSTON TX
 LOS ANGELES CA
 MIAMI FL
 MINNEAPOLIS MN
 NEW JERSEY NJ
 PHILADELPHIA PA
 RICHMOND VA
 SOUTH FLORIDA
 TAMPA FL
 WASHINGTON DC
 WICHITA KS

REVISIONS

REV	DATE	COMMENT	BY
1			
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PERMITTING

PROJECT No.	W141196
DRAWN BY:	ZLR
CHECKED BY:	MW
DATE:	12/5/16
SCALE:	AS NOTED
CAD I.D.:	W141196 SS01

DEFINITIVE SUBDIVISION PLANS
FOR
MEADOWS II
RICHMOND GREAT POINT DEVELOPMENT LLC

LOCATION OF SITE
20 DAVKIM LANE
NANTUCKET, MA 02554

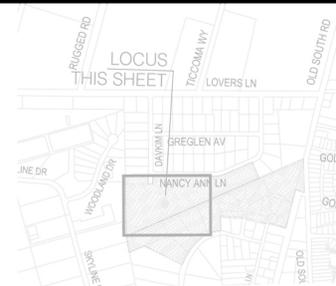
BOHLER ENGINEERING
75 FEDERAL STREET
SUITE #620
BOSTON, MA 02110
Phone: (617) 849-8040
www.BohlerEngineering.com

M.J. MRVA
REGISTERED LANDSCAPE ARCHITECT
MASSACHUSETTS No. 1217
RHODE ISLAND No. 419
NEW YORK No. 002359
NEW HAMPSHIRE No. 106
CONNECTICUT No. 1359

SHEET TITLE:
LANDSCAPE PLAN
SHEET NUMBER:
L-1
OF 26
REV 0 - 12/5/2016

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LANDSCAPE SCHEDULE					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
NS	36	NYSSA SYLVATICA	SOURGUM OR TUPELO	2 1/2" 3" CAL.	B-B
PCA	67	PIRUS CALLERYANA 'ARISTOCRAT'	ARISTOCRAT CALLERY PEAR	2 2 1/2" CAL.	B-B
PXAB	81	PLATANUS X ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANETREE	2 1/2" 3" CAL.	B-B
QP	38	QUERCUS PALUSTRIS	PIN OAK	2 1/2" 3" CAL.	B-B
TAB	47	TILIA AMERICANA 'BOULEVARD'	BOULEVARD AMERICAN LINDEN	2 1/2" 3" CAL.	B-B
TCC	33	TILIA CORDATA 'GREENSPICE'	GREENSPICE LINDEN	2 1/2" 3" CAL.	B-B
ZSVG	25	ZELKOVA SERRATA 'VILLAGE GREEN'	VILLAGE GREEN ZELKOVA	2 1/2" 3" CAL.	B-B
SUBTOTAL	308				



BOHLER ENGINEERING

SITE VISUAL ANALYSIS AND DESIGN SERVICES
 LAND SURVEYING, SITE PLANNING, TRANSPORTATION SERVICES
 LANDSCAPE ARCHITECTURE, PROGRAM MANAGEMENT, PERMITTING SERVICES
 SUSTAINABLE DESIGN, TRANSPORTATION SERVICES, PERMITTING SERVICES

OFFICES:
 BOSTON, MA
 NEW YORK, NY
 PHILADELPHIA, PA
 RICHMOND, VA
 ROSELAND, NJ
 SOUTH BEACH, FL
 SOUTH FORT MYERS, FL
 SOUTHERN MARYLAND
 NORTHERN VIRGINIA
 NEW JERSEY, NJ
 NEW YORK, NY
 DALLAS, TX

REVISIONS			
REV	DATE	COMMENT	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

PERMITTING

PROJECT No. W141196
 DRAWN BY: ZLR
 CHECKED BY: MW
 DATE: 12/5/16
 SCALE: AS NOTED
 CAD I.D.: W141196 SS01

DEFINITIVE SUBDIVISION PLANS

FOR

MEADOWS II

RICHMOND GREAT POINT DEVELOPMENT LLC

LOCATION OF SITE
20 DAVKIM LANE
NANTUCKET, MA 02554

BOHLER ENGINEERING

75 FEDERAL STREET
SUITE #620
BOSTON, MA 02110
Phone: (617) 849-8040
www.BohlerEngineering.com

M.J. MRVA

REGISTERED LANDSCAPE ARCHITECT

MASSACHUSETTS No. 1217
 RHODE ISLAND No. 419
 NEW YORK No. 002359
 NEW HAMPSHIRE No. 109
 CONNECTICUT No. 1359

SHEET TITLE:

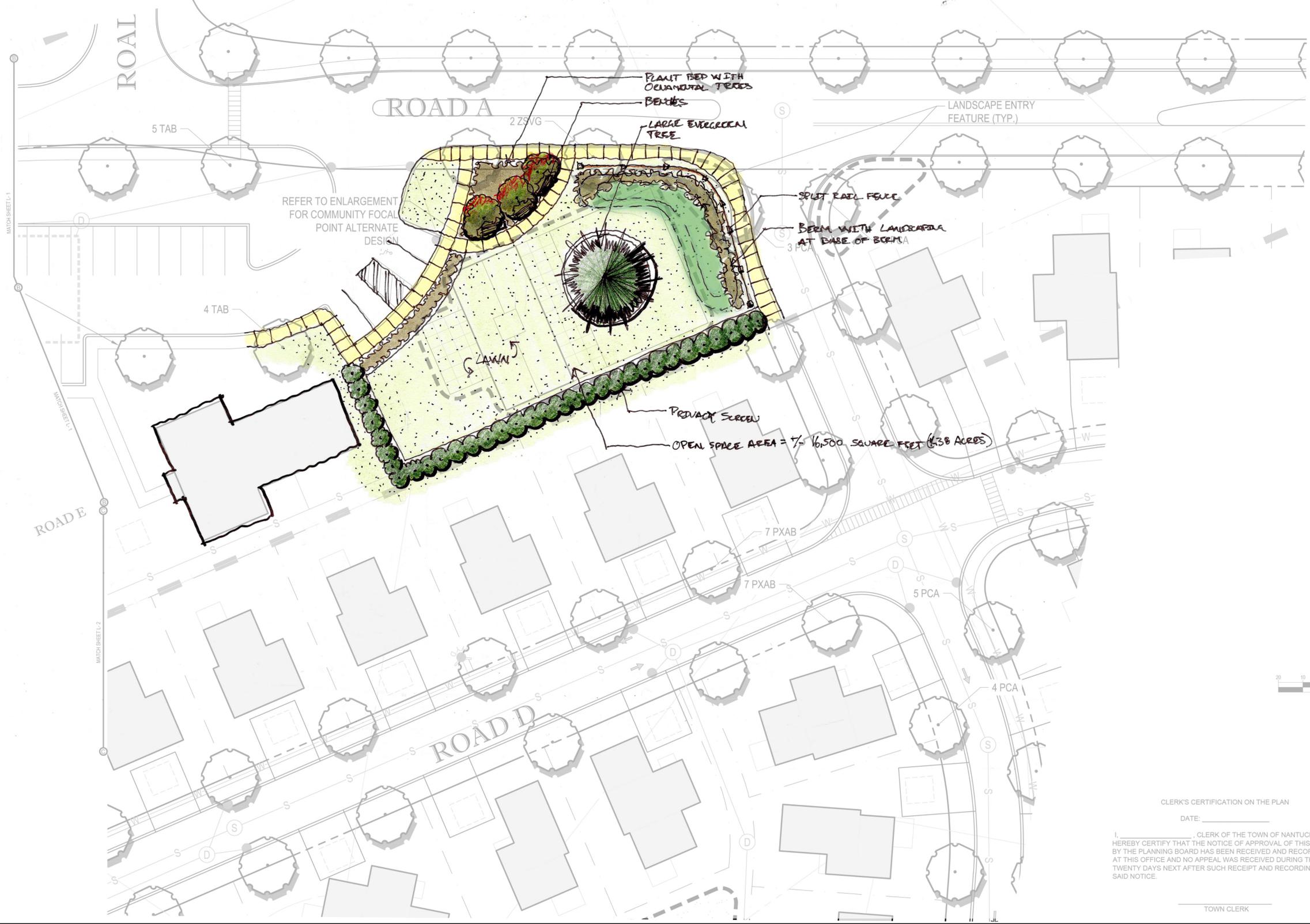
LANDSCAPE PLAN

SHEET NUMBER:

L-3
OF 26

REV 0 - 12/5/2016

FOR REGISTRY USE ONLY



CLERK'S CERTIFICATION ON THE PLAN

DATE: _____

I, _____, CLERK OF THE TOWN OF NANTUCKET, DO HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

APPROVED BY THE TOWN OF NANTUCKET PLANNING BOARD

DATE SUBMITTED: _____

DATE ENDORSED: _____

DATE APPROVED: _____

TOWN CLERK _____ TOWN OF NANTUCKET PLANNING BOARD _____

DECLARATION OF RESTRICTIONS AND EASEMENTS

This Declaration of Easements is made by RICHMOND GREAT POINT DEVELOPMENT LLC, a Massachusetts limited liability company, as the present Owner of the Land herein described.

ARTICLE ONE
Definitions

1.01. **"Association"**. The Trustees from time to time of Sandpiper Place I Homeowners Association Trust under Declaration of Trust dated _____, 2017, registered as Document No. _____ at Nantucket Registry District.

1.02. **"Building Lot"**. Each of Lots _____, as shown upon the Plan.

1.03. **"Covenant"**. A Covenant between the Developer and the Planning Board dated _____, 2017, in File No. 8024, registered as Document No. _____ at Nantucket Registry District.

1.04. **Developer**. The present Owner of the Land, or such other person or entity as shall hold the rights of the Developer hereunder by express written and registered instrument of assignment executed by the present owners of the Land or their successor as the Developer.

1.05. **Land**. The land in Nantucket, Nantucket County, Massachusetts, consisting of each of the Building Lots, Lot _____, the Non-Building Lot, and Lot _____ (the Roadway).

1.06. **Lot**. Each of the lots designated by a number on the Plan.

1.07. **Non-Building Lot**. Lot _____, which shall be owned by the Association.

1.08. **Owner**. The person or persons or other entity, considered collectively, who are, from time to time, the owners of any Lot, according to the records at such time at the Nantucket Registry District.

1.09. **Plan**. A plan by Bohler Engineering dated _____, as revised, as endorsed by the Nantucket Planning Board as approved under the Subdivision Control Law, filed with the Land Court as Plan No. 16514-__.

1.10. **Planning Board**. The Nantucket Planning Board.

1.11. **Roadway**. Lot _____ as shown upon the Plan, which shall be owned by the Association.

1.12. **Town**. The Town of Nantucket, Massachusetts.

1.13. **"Utility Lines"**. Pipes, wires, cables, or other means of transmission of electric, telephone, cable television, sewer, water, and if now or in the future applicable, gas and such other utility services as are now or may in the future be customarily installed to serve residential building lots in Nantucket, Massachusetts.

ARTICLE TWO
Recital of Purposes

2.01. **General Purpose**. The general purpose of this instrument is to provide for the creation of easements and restrictions in conformity with the conditions of approval by the Planning Board as set forth in the Decision and to enable the utilization of the Land in an appropriate manner.

ARTICLE THREE
Easements

3.01. **Roadway Easement**. The Owner of each Building Lot, and the Association, shall have a permanent easement to use the Roadway for all purposes for which streets are customarily used in Nantucket, including passage and repassage by foot, in vehicles, or otherwise; installation, maintenance, repair, use and replacement of underground Utility Lines and services; and improvements for such purposes.

3.02. **Grant of Utility Easements.** The Developer and the Association shall each have the right and power to grant to any public or municipal utility company easements for any Utility Lines and appurtenances thereto within the Roadway.

ARTICLE FOUR
Restrictions

4.01. **General.** The Land shall be subject to the following Restrictions, as set forth in this Article Four.

4.02. **Restriction Against Subdivision.** No Lot shall be divided or subdivided into additional lots or parcels; provided, however, that this shall not prohibit division of a Lot or Lots into separate parcels for the purpose of effecting boundary line changes not creating additional building lots within the Land.

4.03. **Restriction Upon Non-Building Lot.** The Non-Building Lot shall not be used for construction of any structure, and shall be owned by the Association.

4.04. **Restriction Upon Bedrooms.** No dwelling within the Property shall contain more than four bedrooms.

4.05. **Connection to Municipal Water and Sewer.** All dwellings upon any Building Lot shall be connected to municipal water and sewer services.

4.06. Restrictions in Gross. The Association shall have the right, to be held in gross and not as appurtenant to any real property interest, to enforce all of the Restrictions.

4.07. Appurtenant Restrictions. The Owner from time to time of each Building Lot shall have the right to enforce each of the restrictions hereunder.

4.08. Restrictions Enforceable by Town. The Developer shall have the right to grant to the Town, acting by and through the Planning Board, the right to enforce any or all of the Restrictions. Such grant shall be in the form of a writing signed and acknowledged on behalf of the Developer and accepted in writing by the signatures of a majority of the members of the Planning Board, and registered with Nantucket Registry District. Upon the registration of such a grant with Nantucket Registry District, no provision hereof relating to any Restriction, the right of enforcement of which has been granted to the Town, may be amended without the written and registered consent of a majority of the Planning Board.

4.09. Duration of Restrictions. The rights of enforcement of the Restrictions held in gross and as appurtenant to the Building Lots, except the rights of enforcement assigned to the Town which shall be permanent, shall expire upon _____, 2047, unless a notice of extension of restriction in accordance with Massachusetts General Laws, c. 184, §27, is

registered with Nantucket Registry District on or before _____, 2047, in which event the term for enforcement of such right shall be extended for a period of twenty years; and in the event of such extension, such right of enforcement may be extended for further successive periods of twenty years by the filing of further notices of extension, all as permitted by applicable law.

4.10. Form of Notice of Extension of Restrictions. Any notice of extension of the Restrictions to be filed for record hereunder shall (a) be signed by a person or persons then entitled of record to the benefit of the Restrictions and shall contain a description of their benefited land, if any, (b) shall describe the Land, (c) shall name one or more of the persons appearing of record to own each portion of the Land at the time, and (d) shall refer to this instrument and its place of recording in the public records.

4.11. Enforcement by Judicial Proceedings. Any party entitled to enforce any of the Restrictions shall have the right to enforce the same by securing injunctive relief from a court of competent jurisdiction and shall have the right to recover money damages by reason of any violation of any of the Restrictions.

4.12. Restrictions to Run with Land. Upon the registration of this instrument with Nantucket Registry District

of the Land Court, the Restrictions and all other provisions of this instrument shall run with and bind the Land and every portion thereof.

4.13. Release or Waiver of Restrictions. The Developer, so long as the Developer (including any successor Developer) shall own any Lot, and thereafter the Association, shall have the right to release, waive or modify any restriction hereunder, except those restrictions the right of enforcement of which has been granted to the Town of Nantucket, acting by and through its Planning Board as set forth in Paragraph 4.04 hereof.

ARTICLE FIVE
Easements

5.01. Roadway Easement. The Owner of each Lot shall have an easement, in common with the Association and any other parties to which easements may be granted by the Developer or the Association, to pass and repass and to install, maintain, replace and repair Utility Lines within the Roadway.

5.02. Pedestrian and Bicycle Easement. The Owner of each Lot shall have an easement, in common with the Association and any other parties to which easements may be granted by the Developer or the Association, to pass and repass by bicycles or

on foot, over a pathway, 10 feet wide, to be constructed within Lot ____, for passage between the Roadway and Evergreen Way.

ARTICLE SIX
Liens and Assessments

5.01. Assessments and Charges. Each Owner of every Building Lot, by accepting a deed therefor, whether or not the same shall be expressed in such deed, shall be deemed to covenant to pay to the Association annual assessments or charges, and special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof (including attorneys' fees) as hereinafter provided, shall be a charge on each Building Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each assessment, together with such interest and costs, shall also be a personal obligation of each Owner of the Building Lot against which such assessment is made at the time when the same falls due.

5.02. Purposes of Assessments. All assessments shall be collected and held by the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners, occupants and visitors to any

of the Land, and in particular for the improvement, repair and maintenance of the Roadway and the Utility Lines, including but not limited to the payment of liability insurance premiums, maintenance of roads, paths, Utility Lines, equipment, drainage structures, landscaping, the costs of labor, equipment, materials, management and supervision thereof, and enforcement of the Restrictions.

5.03. Amount and Time of Payment of Assessments. The amount of each assessment and the time at which the same shall be payable shall be determined by the Association in accordance with its governing documents. Each Building Lot shall be assessed equally for each assessment, except for matters particularly for work done to serve a specific Building Lot or Building Lots.

5.04. Certification of No Lien. The Association shall, upon demand at any time, furnish to any Owner of a Building Lot a certificate, in form suitable for recording, signed by a Trustee of the Association, setting forth the amount and due date of all assessments upon such Building Lot, and whether the same have been paid. The signature thereof by such Trustee shall be conclusive evidence of his authority to make such certificate on behalf of the Association, and such certificate shall be conclusive evidence of the matters therein stated, except to the extent that the Owner of such Building Lot

disputes the amount of any assessment therein stated to be unpaid.

5.05. Effect of Nonpayment of Assessments. If any assessment is not paid when due, the same shall be deemed delinquent and shall, together with interest and costs as herein provided, be a continuing lien upon the Building Lot upon which the same was assessed, and shall run with such Lot and bind it in the hands of its Owner at the time of such assessment and the successors in title to such Owner. The Association shall have the right to proceed to enforce such lien by the sale of the Building Lot in question, such sale to be conducted in the same manner provided by Massachusetts law for a sale to enforce a mechanic's lien under a written contract. If any assessment is not paid within thirty days after it shall become due, it shall bear interest from the date when due at the rate of fifteen per cent (15%) per annum. In the event of any proceeding to enforce a lien hereunder, the Association shall be entitled to collect as a part thereof its reasonable costs of collection, including attorneys' fees.

ARTICLE SIX
General

6.01. Amendment. This instrument may from time to time be amended by written instrument executed and acknowledged by the Developer, so long as the Developer (including any successor

Developer) shall own any of the Building Lots, and thereafter by unanimous action of the Owners of the Building Lots; and any such amendment shall be effective when the same is registered with Nantucket Registry District.

6.02. Notices. All notices hereunder shall be effective only when mailed by certified mail, return receipt requested, addressed (if to the Association) to _____, or such other address as the Association may, from time to time, designate by notice to each Owner, or addressed (if to an Owner) to such Owner at the street address of any Building Lot owned by such Owner, or such other address as such Owner may, from time to time, designate by notice to the Association.

6.03. Severability. Invalidation of any provision hereof by judicial determination shall not affect the remaining provisions, which shall remain in full force and effect.

6.04. Construction of Instrument. This instrument shall be construed under the laws of Massachusetts. References or language herein contained, relating to any gender, shall refer also to other genders as appropriate.

Executed as a sealed instrument as of _____, 2017.

RICHMOND GREAT POINT
DEVELOPMENT LLC
By:

Manager

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. _____, 2017

Then personally appeared the above-named _____, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Richmond Great Point Development LLC, before me,

Notary Public

My commission expires:

**INSTRUMENT OF TRUST
OF
SANDPIPER PLACE I HOMEOWNERS ASSOCIATION TRUST**

This Instrument of Trust is made as of _____, 2017,
at Nantucket, Massachusetts, by _____,
_____, and _____ (hereinafter called the
"Trustees", which term, whether singular or plural, and any
provisions referring thereto, shall be deemed to include its
successors in trust hereunder and to mean the Trustees or
Trustees for the time being hereunder, whenever the context so
permits).

ARTICLE ONE - Name of Trust

The trust hereby created shall be known as **SANDPIPER PLACE
I HOMEOWNERS ASSOCIATION TRUST**, and under that name, so far as
legal, convenient, and practicable, shall all business carried
on by the Trustees be conducted and shall all instruments in
writing by the Trustees be executed.

ARTICLE TWO - Definitions

For purposes of this Instrument of Trust, the following words and phrases shall have the following meanings:

2.01. **"Assessments"**. The assessments and charges provided for by the terms of the Declaration of Protective Covenants.

2.02. **"Building Lot"**. Each of Lots ___ through ___, as shown upon the Plan. (The word "Lot" followed by a number shall refer to the lots designated by that number on the Plan.)

2.03. **"Declaration of Restrictions and Easements"**. The provisions contained in a certain document entitled Declaration of Restrictions and Easements dated as of _____, 2017, registered as Document No. _____ at Nantucket Registry District

2.04. **"Developer"**. Richmond Great Point Development, LLC, a Massachusetts limited liability company, or such person or entity as shall hold the rights of the original Developer by express written and recorded instrument executed by Richmond Great Point Development, LLC, or its successor as the Developer.

2.05. **"Land"**. Each of the Building Lots, Lot ___ [the Road], and Lot ___, all as shown upon the Plan.

2.06. **"Member"**. The Owner of a Building Lot.

2.07. **"Non-Building Lot"**. Lot ___, which shall be owned by the Association.

2.08. **Owner**". The person or persons or other entity, considered collectively, who are, from time to time, the owners of any Building Lot, according to the records at such time at the Nantucket Registry District.

2.09. **Plan**". A plan by Bohler Engineering dated _____, as revised, as endorsed by the Nantucket Planning Board as approved under the Subdivision Control Law, filed with the Land Court as Plan No. 16514-__.

2.10. **Restrictions**". The restrictions imposed by the Declaration of Restrictions and Easements.

2.11. **Roadway**". Lot ____, which shall be owned by the Association.

2.12. **Utility Lines**". The pipes, wires, cables, or other means of transmission of electric, telephone, cable television, water, and if now or in the future applicable, sewer, gas, and such utility services as are now or may in the future be customarily installed to serve residential building lots in Nantucket, Massachusetts, which serve any two (2) or more of the Lots (but not any such means of transmission which serves only one Lot).

ARTICLE THREE - The Trust and Its Purpose

3.01. **Purposes**. This trust has been formed for the purpose of acting as an Association of the Owners of Lots and,

in connection therewith, to construct, install, maintain, and improve the Roadway and the drainage structures and Utility Lines located within the Roadway; to hold title to the Roadway and the Non-Building Lot; to collect and enforce the Assessments; and generally to promote common enjoyment by Members of their respective Lots and the best interest of all Members with respect to the Land, as the same may from time to time be determined by the Members, acting in accordance with the provisions hereof.

3.02. Relationship of Parties. It is hereby expressly declared that a trust and not a partnership has been created hereby, and that the Members are *cestuis que trustent* and not partners or associates nor in any other relation whatever between themselves with respect to the trust property, and hold no relation to the Trustees other than that of *cestuis que trustent*, with only such rights as are conferred upon them as such *cestuis que trustent* hereunder.

ARTICLE FOUR - The Trustees

4.01. Election of Trustees. There shall at all times be a board of Trustees (hereinafter called the "Board of Trustees" or the "Board") hereunder. So long as the Developer shall own any of the Building Lots, the Developer shall serve as the sole Trustees. Thereafter, the Board of Trustees shall be

elected by majority vote of the Members, with each Lot having one vote, consisting of such number, not less than three (3) nor more than five (5), as shall be determined from time to time by vote, at the annual meeting of the Members, of Members entitled to not less than fifty-one (51%) of the beneficial interest hereunder; the terms of office of the Trustees shall, except as hereinafter provided, be three (3) years, and such terms shall be staggered so that insofar as possible the terms of one-third (1/3) of the Trustees shall expire each year. Upon any increase or decrease in the number of Trustees, the terms of any then newly elected Trustees or Trustees shall be determined insofar as possible in such fashion as to accomplish the staggering of terms as set forth herein. If and whenever the number of such Trustees shall become less than three (3) or less than the number of Trustees then determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by instrument in writing setting forth (a) the election of a natural person to act as Trustees, (b) the acceptance of such election, signed and acknowledged by the person so elected or appointed, and (c) certification that the person, if so elected, has been duly elected as a Trustees hereunder by majority vote at a meeting of the Members duly called and held, or, if so appointed, has been duly appointed by the Developer, which instrument is signed by a majority of the

then remaining Trustees, or by the sole remaining Trustee if only one, or by Members entitled to not less than twenty-five (25%) percent of the beneficial interest hereunder. Such appointment shall become effective upon the recording at Nantucket Registry District of such instrument, and such person shall then be and become such Trustee and shall be vested with the powers of the Trustees, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustees shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Member or any Trustees and after notice to all Members and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. The foregoing provisions of this section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretion, and duties hereby conferred or imposed upon the Trustees.

4.02. Majority Vote. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote, at any duly called meeting at which a quorum is present as provided in Section 6.07, provided, however, that (unless the Developer is acting as the sole Trustees) in no event shall a majority consist of less than two (2) Trustees hereunder, and, if and whenever the number of Trustees hereunder shall become less than two (2), the then remaining or surviving Trustees, if any, shall have no power or authority whatsoever to act with respect to administration of the Trust hereunder or to exercise any of the powers hereby conferred, except as provided in Section 4.01. The Trustees may also act without a meeting by instrument signed by a majority of their number.

4.03. Resignation or Removal. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the filing for record at Nantucket Registry District of such instrument.

4.04. Personal Liability. No Trustee hereinbefore named or elected as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered, or omitted in good faith, or be

so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust funds or property, or be so liable, accountable, or deprived by reason or honest errors of judgment or mistakes of act or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance or defaults.

4.05. Dealing with Trustees. No Trustee shall be disqualified by such office from contracting or dealing with the Trustees or with one or more Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Owners' interest in any corporation, firm, trust, or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract, or arrangement entered into in respect of this Trust in which any Trustees shall be in any way interested be avoided, nor shall any Trustees so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract, or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustees shall act in good faith and shall disclose the

nature of his interest before the dealing, contract, or arrangement is entered into.

4.06. Indemnity. The Trustees, and each of them, shall be entitled to indemnity both out of the Trust property and by the Members against any liability incurred by them, or any of them, in the execution hereof, including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Member shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Trust and for his proportionate share of any claims involving the Trust property in excess thereof. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this Instrument.

ARTICLE FIVE - Beneficiaries and the Beneficial Interest in the Trust

5.01. Beneficiaries. The *cestuis que trustent* or beneficiaries shall be the Members, as Owners, from time to time, of each of the Building Lots. The beneficial interest in the Trust hereunder shall be held by the Members in equal shares, one share appertaining to the ownership of each Building Lot.

5.02. Multiple Owners. The beneficial interest of each Building Lot set forth above shall be held and exercised as a unit and shall not be divided among several Owners of any such Building Lot. To that end, whenever any Building Lot is owned of record by more than one (1) person, the several Owners of such Building Lot shall (a) determine and designate which one of such Owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Building Lot hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record Owners of such Building Lot. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Board of Trustees may, by majority vote, designate any one such Owner for such purposes.

ARTICLE SIX - By-Laws

The provisions of this Article Six shall constitute the By-Laws of this Trust and the organization of Members established hereby, to wit:

6.01. Powers of the Trustees. The Trustees shall have the absolute control, management, and disposition of the Trust property as if they were the absolute owners thereof, free from

the control of the Members and, without, by the following enumeration, limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions hereof, at any time and from time to time and without the necessity of applying to any court or to the Members for leave so to do.

6.02. Inspection of Records. Books, accounts, and records of the Trustees shall be open to inspection to any one or more of the Members at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or oftener if convenient for them, submit to the Members a report of the operations of the Trustees for such year, which shall include a profit and loss statement, and analysis of surplus changes during the year, and a balance sheet as of the close of each year, all in such summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of six (6) months of the date of the receipt by him shall be deemed to have assented thereto.

6.03. Common Expenses and Funds. The Members shall be liable for common expenses of the Trust in proportion to their respective percentages of beneficial interest as set forth in

Article Five hereof. The Trustees may, to such extent as they deem advisable, set aside common funds as reserve or contingent funds and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose or, subject to provisions hereof, for repair, rebuilding, or restoration of the Roadway and the Utility Lines, or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. All such common expenses shall be assessed and collected in accordance with the Declaration of Protective Covenants.

6.04. Insurance. The Trustees may obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities for the benefit and protection of Trustees and all of the Members for (a) comprehensive public liability, (b) workmen's compensation and employer's liability with respect to any manager, agent, or employee of the Trust, but excluding any independent agent or manager, and (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance may be in such amounts and forms as the Trustees shall, in their discretion, deem appropriate and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution. The cost of all such insurance

obtained and maintained by the Trustees, pursuant to the provisions of this Section, shall be a common expense.

6.05. Improvements to Road. If and whenever the Trustees shall propose to make any improvement to the Road or shall be requested in writing by Members holding fifty percent (50%) or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Members a form of agreement (which may be in several counterparts) specifying the improvement or improvements to be made and the estimated cost thereof and authorizing the Trustees to proceed to make the same. Upon (a) the receipt by the Trustees of such agreement signed by Members holding one hundred percent (100%) of the beneficial interest or (b) the expiration of ninety (90) days after such agreement was first submitted to the Members, whichever of said (a) and (b) shall first occur, the Trustees shall notify all Members of the aggregate percentage of beneficial interest held by Members who have signed such agreement. If such percentage exceeds fifty percent (50%), the Trustees shall proceed to make the improvement or improvements specified in such agreement, with all costs to be borne as herein provided. If and whenever any Member shall propose to make an improvement to or affecting the Roadway at such Member's expense, and the Trustees determine, in their reasonable discretion, that such improvement would be consistent and

compatible with the provisions and intent of this Trust and the Declaration of Easements, the Trustees may, but shall not be obliged to, authorize such improvement to be made at the sole expense of the Member proposing the same, without the consent or approval of other Members, subject to such contractual undertakings of the Member proposing such improvement as the Trustees, in their reasonable discretion, deem to be necessary or desirable in the circumstances.

6.06. Rules, Regulations, Restrictions and Requirements. The Board of Trustees may at any time and from time to time adopt and amend and rescind administrative rules and regulations governing the details of the operation and use of the Road.

6.07. Meetings of Trustees. The Board of Trustees shall meet annually at a time and place designated by the Chairman of the Trustees, or at such other reasonable time and place as may be designated by a majority of the Trustees by written notice given to all Trustees at least fourteen (14) days prior to the date so designated, and at such meeting shall elect the Chairman, Treasurer, and Secretary hereinafter provided for. Other meetings may be called by the Chairman and in any other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day, and hour thereof shall be given at least fourteen (14) days before such

meeting to each member of the Board of Trustees. A majority of all of the Trustees then in office shall constitute a quorum at all meetings, and such meeting shall be conducted in accordance with such rules as the Board of Trustees may adopt.

6.08. Notices to Members. Every notice to any Member required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby, or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Member by mailing it, postage prepaid and addressed to such Member at his address as it appears upon the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing, or event of which such notice is given.

6.09. Meetings of Members. There shall be an annual meeting of Members at such reasonable place and time as may be designated by the Board of Trustees by written notice given to the Members at least fourteen (14) days prior to the date so designated. Special meetings of the Members may be called at any time by the Board of Trustees and shall be called by them upon written request of Members entitled to more than thirty-three percent (33%) of the beneficial interest hereunder. Written notice of any such meeting, designating the place, day

and hour thereof, shall be given by the Board of Trustees to the Members at least fourteen (14) days prior to the date so designated. At the Annual Meeting of the Members, the Board of Trustees shall submit reports of the management and finances of the Trust. Whenever at any meeting the Board of Trustees proposes to submit to the Members any matter with respect to which approval of or action by the Members is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

6.10. Checks, Notes, Drafts, and Other Instruments.

Checks, notes, drafts, and other instruments for the payment of money drawn or endorsed in the name of the Trustees or of the Trust may be signed by any Trustees or by any person or person to whom such power may, at any time or from time to time, be delegated by not less than a majority of the Trustees.

6.11. Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may, from time to time, be determined by the Trustees.

ARTICLE SEVEN - Rights and Obligations of Third Parties Dealing with the Trustees

7.01. Acts of Trustees. No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record at the Nantucket Registry District shall be

bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them, or him, shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one or more of them, shall receive any money, property, or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender, or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, or otherwise as to the purpose of regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions of powers herein contained, or as to the regularity of the resignation or appointment of any Trustees, and any instrument of appointment of a new Trustees or of an old Trustees purporting to be executed by the shareholders or other persons herein required to execute the same shall be conclusive

evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, or appointment, or the occasion thereof.

7.02. Transfer of Securities. No corporation, company, trust, association, body politic, or other body having outstanding shares, bonds, or other securities shall be affected by notice that any of its shares or bonds or other securities are subject to this Trust or be bound to see to the execution thereof or to ascertain or inquire whether any transfer of any such shares, bonds, or other securities by the Trustees is authorized, notwithstanding such authority may be disputed by some other person.

7.03. Recourse Against Trustees. No recourse shall be, at any time, had upon or under any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, insured, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them, or any of them, against the Trustees individually, or against any such agent or employee or against any beneficiary or the holder of any security issued by the Trustees, either directly or indirectly, by legal and equitable proceeding, or by virtue of any suit or otherwise, and all persons extending

credit to, contracting with, or having any claim against the Trustees shall look only to the Trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries or holders of such other securities, present or future, shall be personally liable therefor.

7.04. Execution by Trustees. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions, and restrictions hereof, whether or not express reference shall have been made to this Instrument.

7.05. Recording. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by said Trustees, or any of them, which it may be deemed desirable to record, shall be registered with the Nantucket Registry District of the land Court, and such registration shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any

manner whatsoever with the Trustees, the Trust property, or any shareholder thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustes or Trustees, when the same shall be so registered with the Nantucket Registry District. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are shareholders, as to what action has been taken by the shareholders, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and registered with Nantucket Registry District shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE EIGHT - Amendments and Termination

8.01. **Amendments**. The Developer (so long as the original or any successor Developer shall own any of the Lots), and thereafter the Trustees, acting by a vote of at least two-thirds of the Trustees then in office, may, at any time and from time to time, amend, alter, add to, or change this Declaration of Trust in any manner or to any extent; the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition, or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Members would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Member in the beneficial interest in this Trust as herein provided (without the unanimous consent of all Members), or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of law, shall be valid or effective. Any amendment, alteration, addition, or change pursuant to the foregoing provisions of this paragraph shall become effective upon registration with the Nantucket Registry District of an instrument or amendment, alteration, addition, or change, as the case may be, signed, sealed, and acknowledged in the manner required in Massachusetts

for the acknowledgment of deeds, by the Developer or by at least two-thirds of the Trustees then in office, as the case may be, setting forth in full the amendment, alteration, addition, or change. Such instrument, so executed, registered, and noted, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisite to the validity of such amendment, alteration, addition, or change, whether in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

8.02. Termination. The Trust hereby created shall terminate only upon the written agreement of all Members.

8.03. Withdrawal. No Member shall have the right to withdraw any Lot from the operation of this Trust.

8.04. Liquidation. Upon the termination of this trust, the Trustees may sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to, the Owners according to their respective percentages of beneficial interest hereunder; and in making any sale under this provision, the Trustees shall

have the power to sell or vary any contract of sale and to resell without being answerable for loss and, for such purpose, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE NINE - Construction and Interpretation

In the consideration hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females, and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts, and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents, and the marginal notes, if any, are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof. All the trusts, powers, and provisions herein

contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

Executed and sealed as of the day and year first above written.

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2017

Then personally appeared the above-named _____,
and acknowledged the foregoing instrument to be ____ free act
and deed, before me,

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2017

Then personally appeared the above-named _____,
and acknowledged the foregoing instrument to be ____ free act
and deed, before me,

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2017

Then personally appeared the above-named _____,
and acknowledged the foregoing instrument to be ____ free act
and deed, before me,

Notary Public

My commission expires: