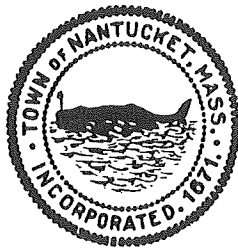


Town and County of Nantucket
Board of Selectmen • County Commissioners

Rick Atherton, Chairman
Robert R. DeCosta
Michael Kopko
Patricia Roggeveen
Whiting Willauer



16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
Facsimile (508) 228-7272
www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

**AGENDA FOR THE MEETING OF THE
COUNTY COMMISSIONERS
26 OCTOBER 2011 - 6:00 PM
PUBLIC SAFETY FACILITY COMMUNITY ROOM
4 FAIRGROUNDS ROAD
NANTUCKET, MASSACHUSETTS**

I. ANNOUNCEMENTS

II. PUBLIC COMMENT*

III. NEW BUSINESS*

IV. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of 28 September 2011 at 6:00 PM.
2. Approval of Payroll and Treasury Warrants for October 2011.

V. OFFICIAL BUSINESS

1. Hummock Pond of Nantucket Homeowners Association, Inc.: Request for Acceptance of a) Permanent Non-Exclusive Right and Easement to Use Parcel of Land Shown as "Permanent Easement Area" on Plan Entitled "Easement Plan Located in Nantucket, Massachusetts (Nantucket County) Prepared for the Town of Nantucket," Dated September 19, 2011, Prepared By Geod Consulting, for the Purpose of Constructing, Installing, Maintaining, Operating, Repairing and Replacing a Bicycle Path, and Structures and Other Improvements Related Thereto; b) Temporary Non-Exclusive Right and Easement to Use Parcel of Land Shown on Plan as "Temporary Easement Area" for Purpose of Constructing the Path and Improvements Related Thereto, Including, Without Limitation, Grading Land, and Using and Temporarily Storing as Needed, Equipment and Materials for Construction of Foregoing Improvements; c) Permanent Right and Easement to Use, and for Members of the Public to Use, the Easement Premises for a Bicycle Path.

VI. COMMISSIONERS REPORTS/COMMENTS

VII. ADJOURNMENT

** Identified on Agenda Protocol Sheet.*

GRANT OF EASEMENTS

Hummock Pond of Nantucket Homeowners Association, Inc. (“Grantor”), a Massachusetts corporation, having its principal place of business at 10 Ishmael Road, Nantucket, MA 02554, for consideration paid of One Dollar (\$1.00), grants, with Quitclaim Covenants, to the **County of Nantucket** (“Grantee”), acting by and through the Nantucket County Commissioners, having an address of Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554, the following rights and easements (collectively, the “Easements”):

(a) The permanent non-exclusive right and easement to use the parcel of land shown as “Permanent Easement Area” consisting of an area 30,262± Sq. Ft. 0.69± Acres (the “Easement Premises”) on a plan entitled “Easement Plan Located in Nantucket, Massachusetts (Nantucket County) Prepared for the Town of Nantucket,” dated September 19, 2011, prepared by Geod Consulting, attached hereto as Exhibit A [or filed herewith] and incorporated herein (the “Plan”), for the purpose of constructing, installing, maintaining, operating, repairing and replacing a bicycle path (as said path may be laid out, constructed, located, relocated and/or reduced or expanded in width within the Easement Premises from time to time, the “Path”), and structures and other improvements related thereto, including, without limitation, for drainage, grading, signage, fencing, screening, and other improvements for the safety and/or convenience of persons using the Easement Premises, together with all rights and privileges necessary or convenient for the full enjoyment of Easement Premises for the purposes mentioned above and uses incidental thereto, but excluding any structures or buildings, including, but not limited to sheds, gazebos, benches, lean-tos, steps, or decks. The Easement Premises are intended to form a portion of the public bicycle path known as the “Hummock Pond Road Bike Path”;

(b) The temporary non-exclusive right and easement to use the parcel of land shown on the Plan as “Temporary Easement Area” consisting of an area 17,383± Sq. Ft. 0.4± Acres (the “Construction Easement Premises”) for the purpose of constructing the Path and improvements related thereto, including, without limitation, grading land, and using and temporarily storing as needed, equipment and materials for the construction of the foregoing improvements. Grantee shall have entry upon and passage over the Easement Premises, the Construction Easement Premises by foot and motor vehicle, including heavy equipment, for the above-mentioned purposes. Grantee’s use of the Construction Easement Premises shall terminate 90 days after the completion of the construction of the Path; and

(c) The permanent right and easement to use, and for members of the public to use, the Easement Premises for a bicycle path, in accordance with the terms and conditions set forth herein.

1. Grantor and Grantee acknowledge and agree that the Easement Premises may be used by the public, free of charge, solely for a bicycle path for bicycling, walking, jogging, dog walking, horseback-riding, cross-country skiing, or snowshoeing. Notwithstanding the perpetual nature of this Easement, Grantee shall have the right to regulate and restrict the public use of the Easement Premises by means of reasonable rules and regulations and the right to prohibit public access to the Easement Premises temporarily to ensure public safety and/or to facilitate Grantee's construction, maintenance and repair of the Path. Grantee accepts the Easement Premises and the Construction Easement Premises in their as-is condition, without

any representations or warranties, express or implied. Grantor shall have no responsibility or obligation to construct, maintain or repair the Easement Premises.

2. Grantee shall have the right to: (i) cross and re-cross the Easement Premises, (ii) clear, grade, construct (including, if necessary, the construction of retaining walls, planking and bridges, or barriers to prevent motorized access for the safe use and/or support of the Path or for the crossing of steep or wet areas), use, operate, inspect, relocate, and forever maintain a Path within the Easement Premises by motorized and non-motorized means, (iii) construct, install, maintain and/or replace signage, stone or wooden trail boundary markers, and similar structures intended to delineate the Easement Premises, (iv) cut, remove and clear vegetation from the Easement Premises as reasonably necessary to construct, install, maintain, operate, repair and replace the Path and other improvements on the Easement Premises, (v) permit motorized wheelchairs and similar vehicles for the handicapped on the Easement Premises and allow access for emergency vehicles, and (vi) to do all other acts incidental to the foregoing and/or necessary to exercise its rights and fulfill its obligations hereunder.

3. The Path shall be constructed on the Easement Premises in conformance with generally accepted design standards, and may include paved and unpaved surfaces, vegetative buffers, and such improvements as are necessary to comply with all lawful requirements, including the Americans with Disabilities Act. Grantee shall obtain any and all applicable federal, state, and local permits required in connection with Grantee's use of the Easements. Grantee shall at all times comply with all requirements of federal, state, and local laws, by-laws, rules and regulations applicable to the use of the Easements by Grantee.

4. Grantee shall comply with the following conditions:

(a) Grantee shall review the proposed alignment of the Path between stations 41+00 and 45+00, as shown on the Plan, prior to construction, and, if practicable, shall move the same closer to Hummock Pond Road if such realignment is possible while avoiding damage to rare or endangered plant species.

(b) If Grantee determines that the aforesaid section of the Path cannot practicably be located closer to Hummock Pond Road, Grantee shall plant native, non-invasive bushes and/or trees to serve as a buffer between the Path and structures located on Grantor's property.

(c) Grantee shall relocate and/or replace all existing signs, fencing, and curbing affected by the location of the Path across Ahab Drive.

(d) Grantee shall construct drainage improvements within the Easement Premises at the intersection of Ahab Drive and the Path.

(f) Grantor shall have the right to erect a plaque or sign along the easement south of Ahab Drive, and subject to the approval of the Grantee, indicating the easement was gifted by the Grantor in the memory of its past president. Such marker shall be privately funded and permitted.

5. Preconstruction Notice: At least thirty (30) days prior to the start of any construction of the Path on the Easement Premises, and prior to any material modifications thereto, Grantee shall provide the Grantor, Nantucket Land Council, Inc. and Nantucket Islands Land Bank with a copy of all applicable site or design plans, which shall show the exact location of the Path, and designate drainage, grading, signage, fencing, screening, planting, restoration, retaining walls, planking and bridges, or barriers and other improvements, and

describe the nature, scope, design, location, timetable and any other material aspect of the planned activity.

6. Prior Approval of Grantor, Nantucket Land Council, Inc., and Nantucket Islands Land Bank: Whenever approval by Grantor, Nantucket Land Council, Inc. and Nantucket Islands Land Bank is required under the provisions of this Easement, Grantee shall request such approval in writing delivered to Nantucket Land Council, Inc. and Nantucket Islands Land Bank not less than thirty (30) days prior to the date Grantee intends to undertake the activity in question; however, Grantor, Nantucket Land Council, Inc., and Nantucket Islands Land Bank, as is applicable, may waive or reduce the required period of time, provided said waiver is obtained in writing prior to the initiation of such activity. The request for approval shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantor, Nantucket Land Council, Inc. and Nantucket Islands Land Bank to make an informed judgment as to its consistency with the purposes of this Easement and the Conservation Restriction filed as Document No. _____. Grantor, Nantucket Land Council, Inc., and Nantucket Islands Land Bank, as is applicable, shall grant, condition or withhold its approval in writing within thirty (30) days of its receipt of Grantee's written request for approval. Grantor, Nantucket Land Council Inc.'s and Nantucket Islands Land Bank's approval shall not be unreasonably withheld, but it shall only be granted upon Grantor's, Nantucket Land Council Inc.'s and Nantucket Islands Land Bank's determination that the proposed activity is not inconsistent with the purposes of this Easement and Conservation Restriction filed as Document No. _____. Failure of Grantor, Nantucket Land Council, Inc., or Nantucket Islands Land Bank, as is applicable, to respond in writing within thirty (30) days shall be deemed to constitute approval by that entity of the request as submitted.

Any notice, demand, request, consent, approval or denial shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Hummock Pond of Nantucket Homeowners Association, Inc.
10 Ishmael Road
Nantucket, Massachusetts 02554

To Approval Party: Nantucket Land Council, Inc.
Post Office Box 502
Nantucket, Massachusetts 02554
Attn: Cormac Collier

To Approval Party: Nantucket Islands Land Bank
22 Broad Street
Nantucket, MA 02554
Attn: Eric Savetsky

To Grantee: Town of Nantucket
16 Broad Street
Nantucket, MA 02554
Attn: Town Manager

or to such other address as either party shall designate by written notice to the other.

7. Pursuant to Massachusetts General Laws, Chapter 21, Section 17C (or any successor statute), Grantor or its successors shall not be liable for injuries to persons or property sustained by any member of the public who uses the Easement Premises in the absence of willful, wanton, or reckless conduct by Grantor.

8. Grantor shall file at the Nantucket County Registry of Deeds simultaneously with this Easement all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, assignment of mortgage, lease, or any other agreement which gives rise to a surety interest affecting the Easement Premises, the recording fees for which shall be paid by Grantee.

9. The provisions of this Easement grant shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties to it in perpetuity (except that Grantee's right to use the Construction Easement Premises shall terminate as provided herein).

10. The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Path and the Easements. No modification of this Easement shall be valid unless signed by Grantor and Grantee. Any recording fees for filing an amendment of this Easement shall be paid by the party requesting the amendment.

11. Grantee, by its acceptance of the rights granted hereunder, does not undertake any obligation to exercise the same. Grantee's Acceptance is attached hereto and incorporated herein.

For Grantor's title, see deed filed with the Nantucket County Registry of Deeds as Document No. _____, evidenced by Certificate of Title No. _____.

Executed as an instrument under seal this 6th day of October, 2011.

Hummock Pond of Nantucket Homeowners
Association, Inc.,

By: *Neil J. Graner*
Name: Neil J. Graner
Its: President

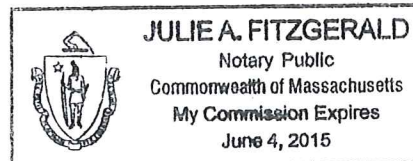
By: *Janet L. Graner*
Name: Janet L. Graner
Its: Treasurer

THE COMMONWEALTH / STATE OF MASSACHUSETTS

NANTUCKET, ss.

On this 6 day of October, 2011, before me, the undersigned notary public, personally appeared Neil J. Graner + Janet L. Graner, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as _____ of Hummock Pond of Nantucket.

Julie A. Fitzgerald
Notary Public
My commission expires:



ACCEPTANCE OF EASEMENT BY COUNTY OF NANTUCKET

The County of Nantucket, acting by and through the undersigned, being a majority of the duly elected and serving members of the Nantucket County Commission, acting by authority of Article II, Section 2.5 of the County Charter, Chapter 289 of the Acts of 1996, hereby accepts the Grant of Easements from Hummock Pond of Nantucket Homeowners Association, Inc. recorded herewith.

Executed under seal on this 26th day of October, 2011.

COUNTY OF NANTUCKET,
By its County Commissioners

Patricia Roggeveen

Robert R. DeCosta

Rick Atherton

Whiting Willauer

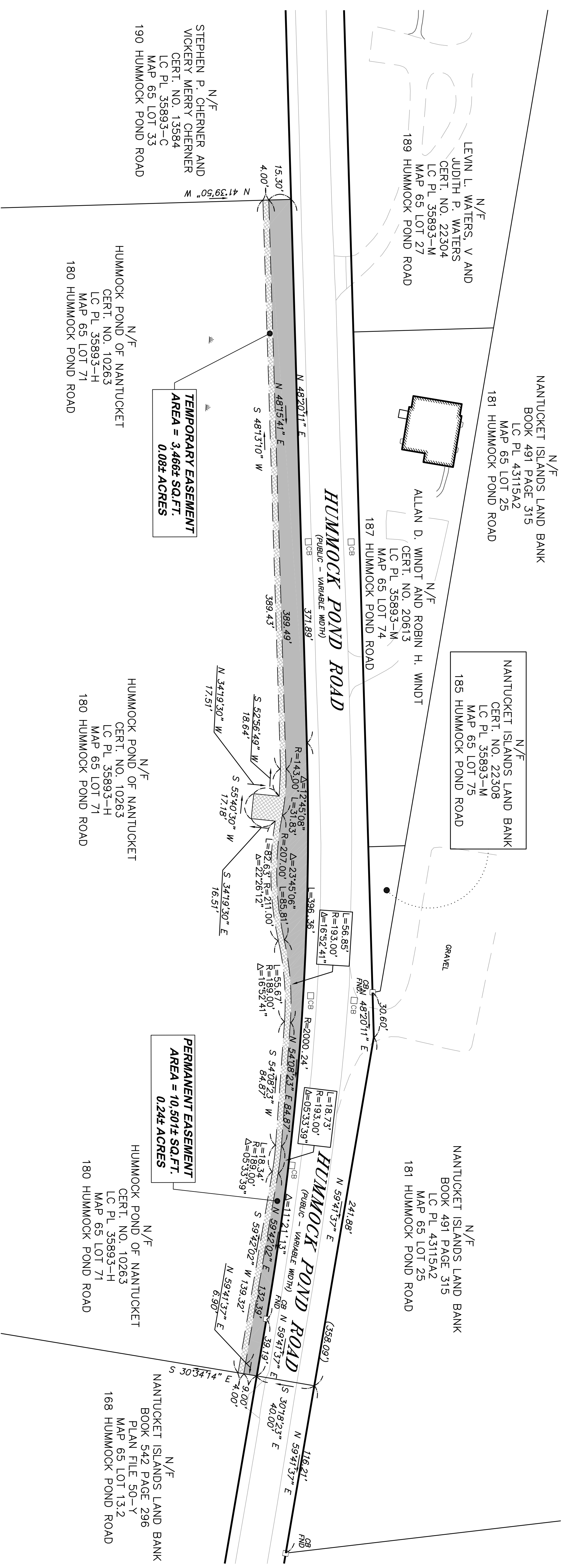
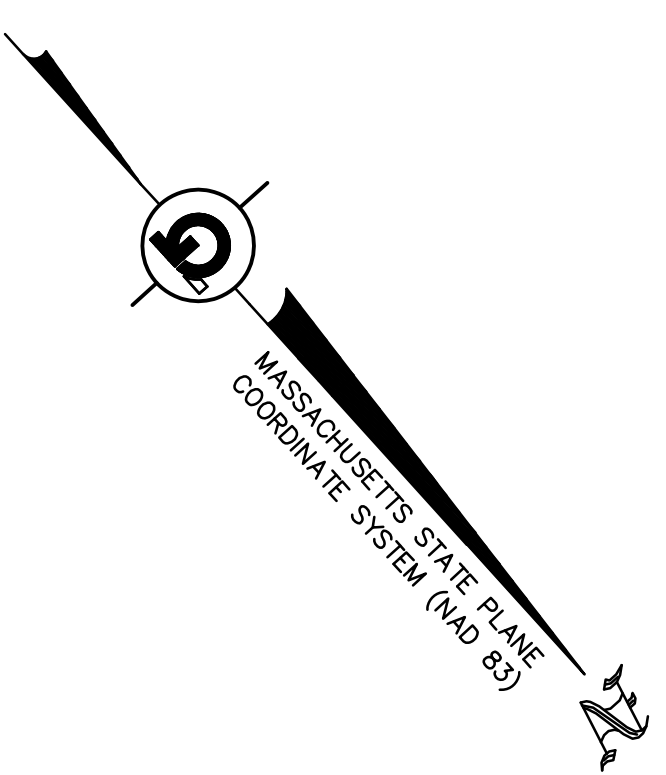
Michael Kopko

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Patricia Roggeveen, Robert R. DeCosta, Rick Atherton, Whiting Willauer, and Michael Kopko, member(s) of the Nantucket County Commissioners, as aforesaid, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purposes on behalf of the County of Nantucket.

Notary Public
My commission expires:



- NOTES:**
1. A FIELD SURVEY OF HUMMOCK POND ROAD WAS PERFORMED BY GEOD CONSULTING, INC. BETWEEN 12/09/07 - 04/20/08.
 2. OWNERS OF PROPERTIES ARE SHOWN ACCORDING TO CURRENT RECORDS AT THE TOWN OF NANTUCKET ASSESSORS' OFFICE AND REGISTRY OF DEEDS. THE INFORMATION SHOWN IS NOT INTENDED AS A CERTIFICATION TO THE TITLE OR OWNERSHIP.

RESERVED FOR REGISTRY USE ONLY

NANTUCKET REGISTRY OF DEEDS

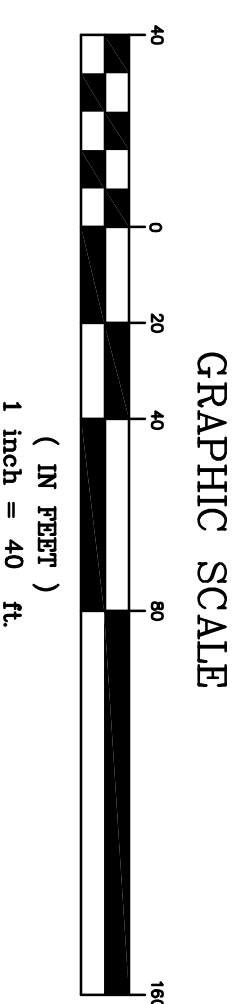
Date _____

Time _____

Plan Bk. _____ PG. _____

Plan File _____

Attest: _____ Register _____

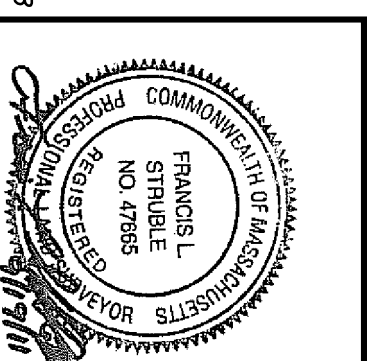


I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES BEING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS.

 GEOD CONSULTING, INC. DATE 9/19/11

DWG. No. 07481M/RL
 BK. NANTUCKET #2, PG. #38



EASEMENT PLAN
 LOCATED IN
NANTUCKET, MASSACHUSETTS
 (NANTUCKET COUNTY)

PREPARED FOR
THE TOWN OF NANTUCKET
 SCALE: 1" = 40' DATE: SEPTEMBER 19, 2011

GEOD CONSULTING
 ENGINEERING TRANSPORTATION-PHOTOGRAMMETRY-SURVEYING
 24 Roy Avenue, Burlington, MA 01803
 Phone (781) 273-3434 Fax (781) 273-3430

SHEET No. 2 OF 2 PROJECT No. 07481M