

AFFORDABLE HOUSING TRUST
REGULAR MEETING
PACKET

THURSDAY

JULY 2, 2020

2pm

*via Zoom*¹

¹ *ZOOM MEETING INFORMATION* –

Link: <https://zoom.us/j/4705644537?pwd=Q2ZiWEJhTkxTMEp2TVF1UjZtazMyZz09>

Meeting ID: 470 564 4537

Meeting Password: 999055



MEETING POSTING TOWN OF NANTUCKET

RECEIVED
2020 JUN 29 PM 12:27
NANTUCKET TOWN CLERK
Posting Number:T 1769

Pursuant to MGL Chapter 30A, § 18-25
All meeting **notices and agenda** must be filed and time stamped with the
Town Clerk's Office and posted at least 48 hours prior to the meeting
(excluding Saturdays, Sundays and Holidays)

Committee/Board/s	AFFORDABLE HOUSING TRUST
Day, Date, and Time	THURSDAY, JULY 2, 2020, 2:00 PM
Location / Address	REMOTE PARTICIPATION VIA ZOOM (See Below) Pursuant to Governor Baker's March 12, 2020, Order Regarding Open Meeting Law (Attached).
Signature of Chair or Authorized Person	ELEANOR W. ANTONIETTI LAND USE SPECIALIST

WARNING: IF THERE IS NO QUORUM OF MEMBERS PRESENT, OR IF MEETING POSTING IS NOT IN COMPLIANCE WITH THE OML STATUTE, NO MEETING MAY BE HELD!

AGENDA FOR 07-02-2020

(Subject to change)

www.nantucket-ma.gov

JOIN ZOOM MEETING:

Link: <https://zoom.us/j/4705644537?pwd=Q2ZiWEJhTkxTMEp2TVF1UjZtazMyZz09>

Meeting ID: 470 564 4537

Meeting Password: 999055

Trust Members: Brian Sullivan (Chairman), Brooke S. Mohr (Vice Chair), Penny Dey, Kristie Ferrantella, Reema Sherry, Allyson Mitchell, Dave Iverson

PLEASE LIST BELOW THE TOPICS THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING

- I. Convene in Open Session *via* Zoom
- II. Approval of Agenda
- III. Public Comment

IV. Reaffirmation Vote of 31 Beach Grass Funding Source (CPC \$5 million Bonding Authorization) for Habitat Lot Acquisition and Duplex Construction

V. 137 Orange Street Acquisition

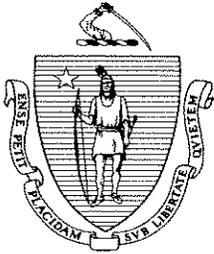
- Review and Discussion of Environmental Report
- Ratification that 75% of Acquisition and Transaction Costs to Come from Neighborhood First Funding (\$20 million Bond Authorization) and 25% from CPC \$5 million Bonding Authorization
- Acceptance and Approval of the Deed and Execution of Closing Documents

VI. 135 Orange Street Acquisition

- Review and Discussion of Environmental Report
- Ratification that 75% of Acquisition and Transaction Costs to Come from Neighborhood First Funding (\$20 million Bond Authorization) and 25% from CPC \$5 million Bonding Authorization
- Acceptance and Approval of the Deed and Execution of Closing Documents

VII. Board Comments

VIII. Adjourn



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

**ORDER SUSPENDING CERTAIN PROVISIONS
OF THE OPEN MEETING LAW, G. L. c. 30A, § 20**

WHEREAS, on March 10, 2020, I, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus (“COVID-19”); and

WHEREAS, many important functions of State and Local Government are executed by “public bodies,” as that term is defined in G. L. c. 30A, § 18, in meetings that are open to the public, consistent with the requirements of law and sound public policy and in order to ensure active public engagement with, contribution to, and oversight of the functions of government; and

WHEREAS, both the Federal Centers for Disease Control and Prevention (“CDC”) and the Massachusetts Department of Public Health (“DPH”) have advised residents to take extra measures to put distance between themselves and other people to further reduce the risk of being exposed to COVID-19. Additionally, the CDC and DPH have advised high-risk individuals, including people over the age of 60, anyone with underlying health conditions or a weakened immune system, and pregnant women, to avoid large gatherings.

WHEREAS, sections 7, 8, and 8A of Chapter 639 of the Acts of 1950 authorize the Governor, during the effective period of a declared emergency, to exercise authority over public assemblages as necessary to protect the health and safety of persons; and

WHEREAS, low-cost telephone, social media, and other internet-based technologies are currently available that will permit the convening of a public body through virtual means and allow real-time public access to the activities of the public body; and

WHEREAS section 20 of chapter 30A and implementing regulations issued by the Attorney General currently authorize remote participation by members of a public body, subject to certain limitations;

NOW THEREFORE, I hereby order the following:

(1) A public body, as defined in section 18 of chapter 30A of the General Laws, is hereby relieved from the requirement of section 20 of chapter 30A that it conduct its meetings in a public place that is open and physically accessible to the public, provided that the public body makes provision to ensure public access to the deliberations of the public body for interested members of the public through adequate, alternative means.

Adequate, alternative means of public access shall mean measures that provide transparency and permit timely and effective public access to the deliberations of the public body. Such means may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body while those activities are occurring. Where allowance for active, real-time participation by members of the public is a specific requirement of a general or special law or regulation, or a local ordinance or by-law, pursuant to which the proceeding is conducted, any alternative means of public access must provide for such participation.

A municipal public body that for reasons of economic hardship and despite best efforts is unable to provide alternative means of public access that will enable the public to follow the proceedings of the municipal public body as those activities are occurring in real time may instead post on its municipal website a full and complete transcript, recording, or other comprehensive record of the proceedings as soon as practicable upon conclusion of the proceedings. This paragraph shall not apply to proceedings that are conducted pursuant to a general or special law or regulation, or a local ordinance or by-law, that requires allowance for active participation by members of the public.

A public body must offer its selected alternative means of access to its proceedings without subscription, toll, or similar charge to the public.

(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby suspended.

(3) A public body that elects to conduct its proceedings under the relief provided in sections (1) or (2) above shall ensure that any party entitled or required to appear before it shall be able to do so through remote means, as if the party were a member of the public body and participating remotely as provided in section (2).

(4) All other provisions of sections 18 to 25 of chapter 30A and the Attorney General's implementing regulations shall otherwise remain unchanged and fully applicable to the activities of public bodies.

This Order is effective immediately and shall remain in effect until rescinded or until the State of Emergency is terminated, whichever happens first.

Given in Boston at 6:40 PM this 12th day of
March, two thousand and twenty.

A handwritten signature in black ink that reads "Charles D. Baker". The signature is written in a cursive style with a large, sweeping initial "C".

CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts

NAHT MEETING

7/2/2020

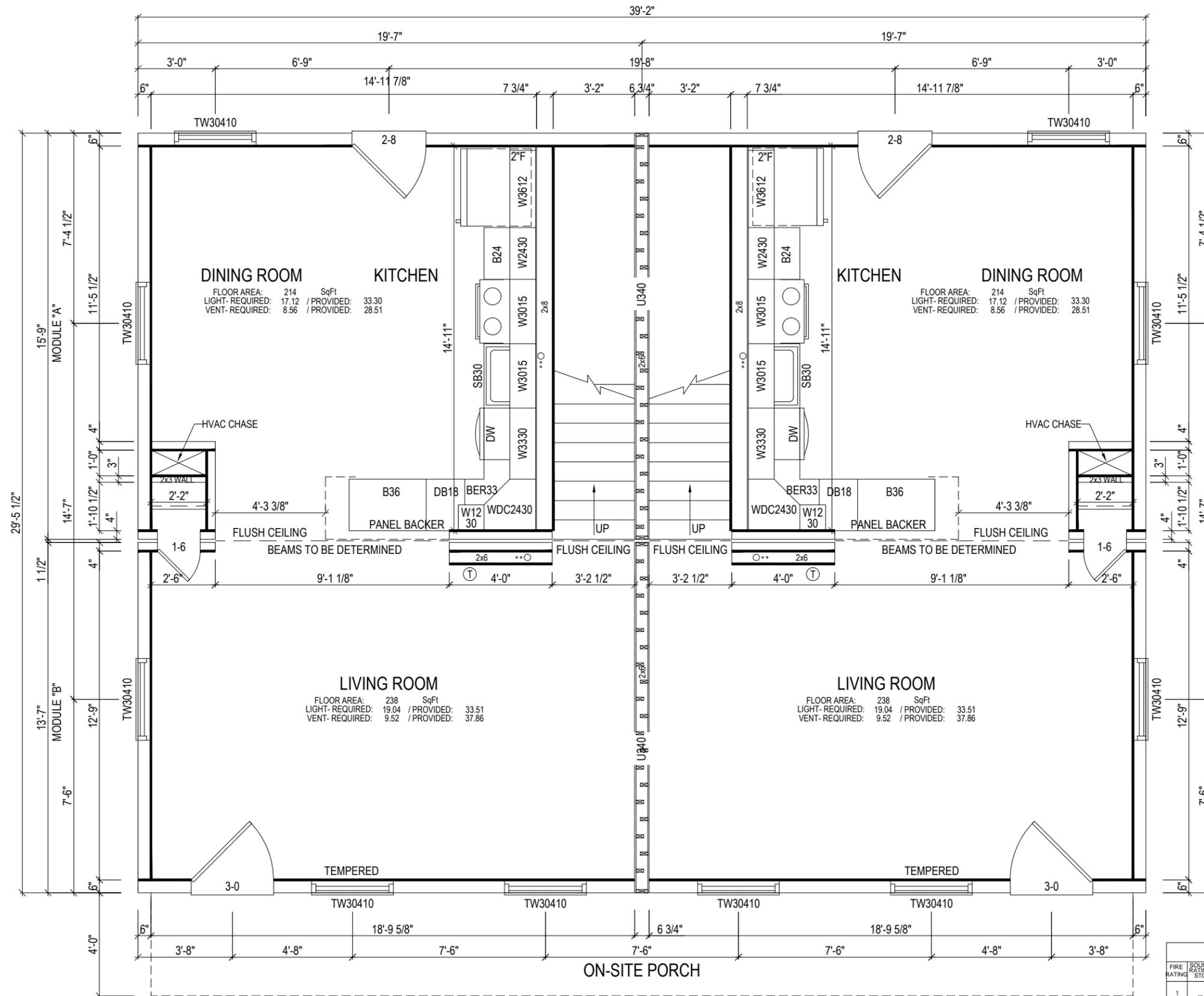
AGENDA ITEM IV.

REAFFIRMATION VOTE

**HABITAT LOT ACQUISITION AND DUPLEX
CONSTRUCTION AT 31 BEACH GRASS**

FUNDING SOURCE -

CPC \$5 MILLION BONDING AUTHORIZATION



DINING ROOM

FLOOR AREA: 214 SqFt
 LIGHT-REQUIRED: 17.12 / PROVIDED: 33.30
 VENT-REQUIRED: 8.56 / PROVIDED: 28.51

KITCHEN

KITCHEN

FLOOR AREA: 214 SqFt
 LIGHT-REQUIRED: 17.12 / PROVIDED: 33.30
 VENT-REQUIRED: 8.56 / PROVIDED: 28.51

DINING ROOM

LIVING ROOM

FLOOR AREA: 238 SqFt
 LIGHT-REQUIRED: 19.04 / PROVIDED: 33.51
 VENT-REQUIRED: 9.52 / PROVIDED: 37.86

LIVING ROOM

FLOOR AREA: 238 SqFt
 LIGHT-REQUIRED: 19.04 / PROVIDED: 33.51
 VENT-REQUIRED: 9.52 / PROVIDED: 37.86

ON-SITE PORCH

FRONT
 8'-0" 1ST FLOOR CLG HT
 1ST FLOOR WINDOW HEADERS @ 88" AFF

GYPSUM BOARD, STAGGERED WOOD STUDS, WALL CONSTRUCTION			
FIRE RATING	SOUND RATING STC	GA FILE NO.	DETAILED DESCRIPTION
1 HR	45	U340	STAG WD STUDS- 5/8" SHEETROCK BRAND GYPSUM PANELS, FIRECODE C CORE- 2x4 24" MAX ON EA SIDE 2x6 COM PLATE- PANELS ATT WITH 6D CTD NAILS OR 1-7/8" SCREWS 7" O.C.- PERIM CAULKED- JOINTS FIN - UL DES U340
			SKETCH AND DESIGN DATA  Thickness: 6 3/4" Approx. Weight: 8 pcf Fire Test: See WP 3605 Sound Test: Estimated

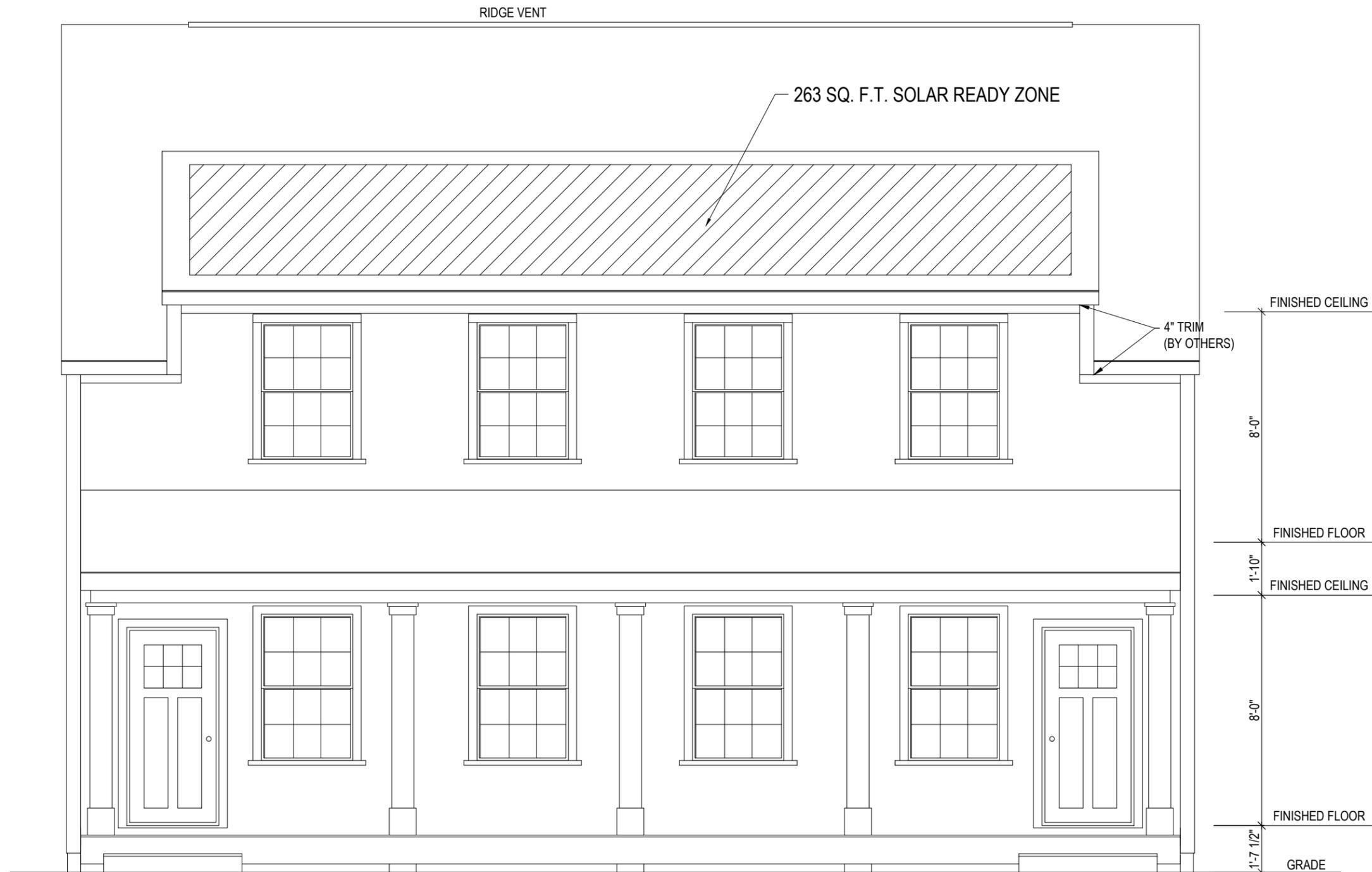
ENGINEERING #	
220038	
DRAWN BY:	CHECKED BY:
MJC	MK
DATE:	
3-19-20	
SALESMAN:	
TOM / JOHN	
MODEL:	
TWO STORY	

REVISION	DATE	REASON FOR REVISION
1	04/17/20	ADDED HVAC CHASE, LINEN & WID CLOSETS
2		
3		
4		
5		
6		
7		
8		

SIGNATURE
 BUILDING SYSTEMS

BUILDER: HABITAT FOR HUMANITY
 RETAIL: DUPLEX MODEL - PARCEL 378
 31 BEACHGRASS DR
 NANTUCKET, MA 02554
 NANTUCKET COUNTY

DRAWING:	1ST FLOOR PLAN
SCALE:	NTS
SHEET:	3



EAST ELEVATION

PORCH NOTE:
 DECK, RAILINGS & POSTS SUPPLIED & INSTALLED ON
 SITE BY BUILDER PER ALL STATE/LOCAL CODES &
 INSPECTED BY LOCAL BUILDING OFFICIAL.

ENGINEERING #

220038

DRAWN BY: MJC | CHECKED BY: MK

DATE: 3-19-20

SALESMAN: TOM / JOHN

MODEL: TWO STORY

BY: JJB

REVISIONS

REASON FOR REVISION: ADDED HVAC CHASE, LINEN & W/D CLOSETS

DATE: 04/17/20

REVISION: 1

2

3

4

5

6

7

8

SIGNATURE
 BUILDING SYSTEMS

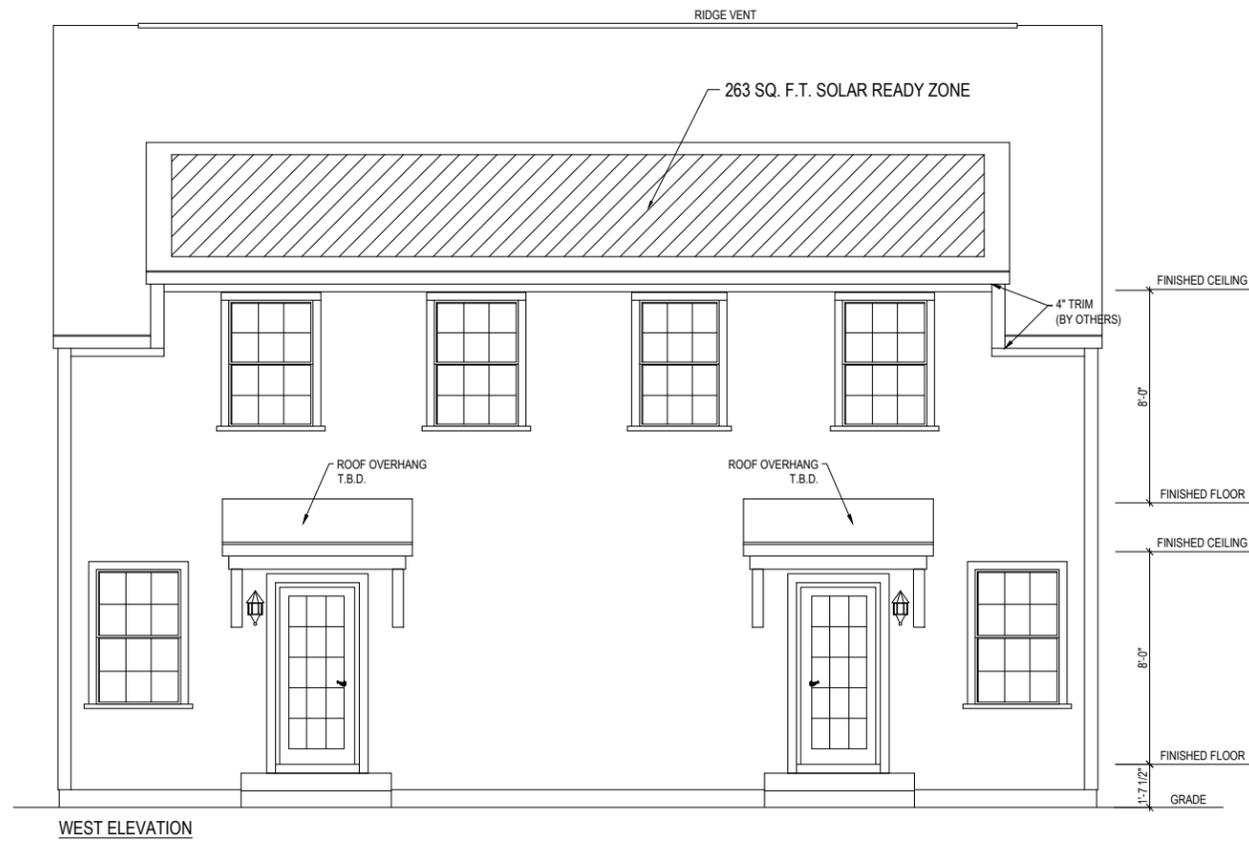
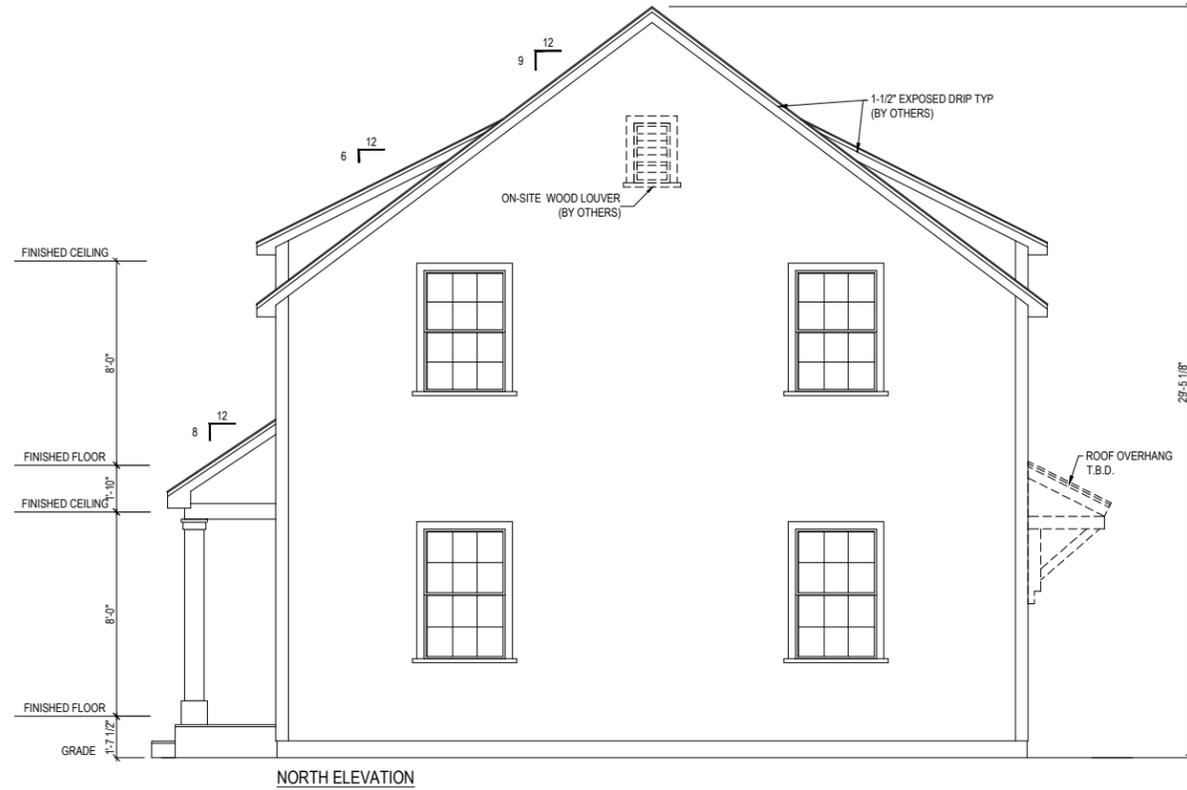
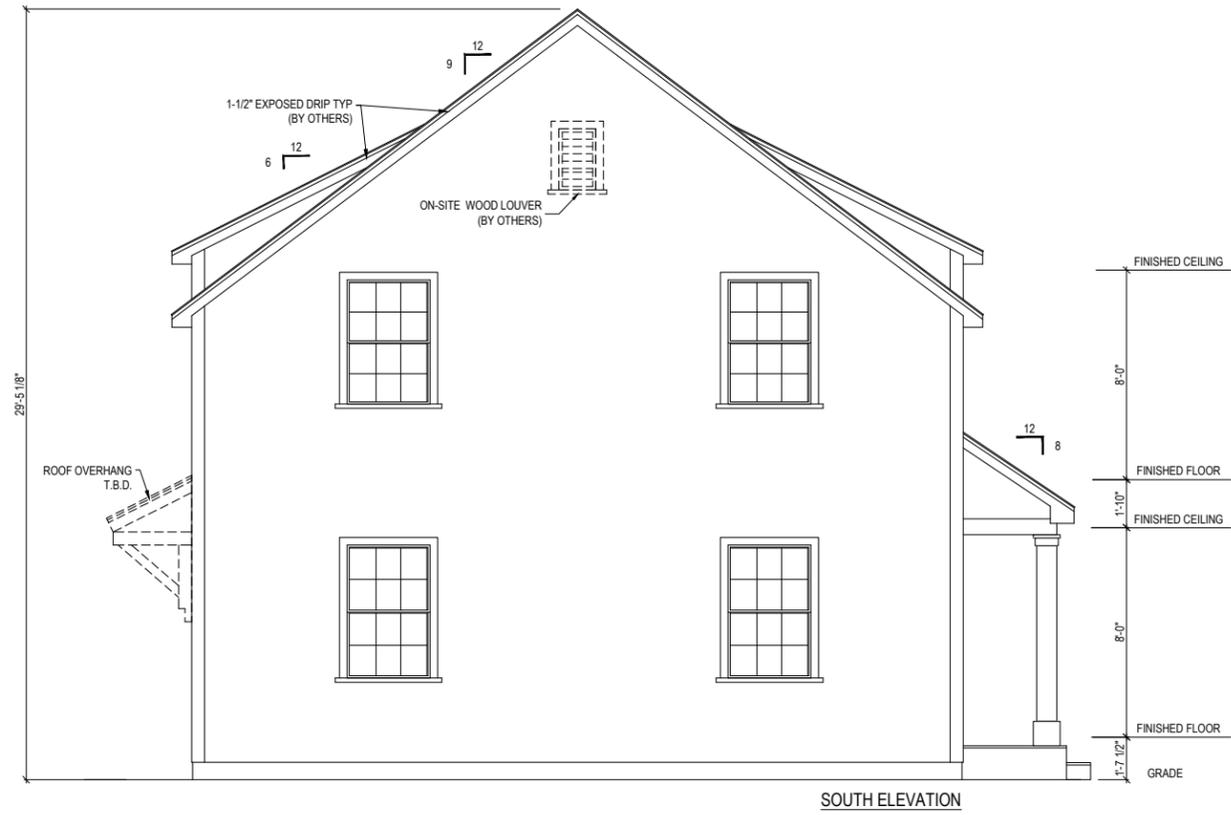
BUILDER: HABITAT FOR HUMANITY

RETAIL: DUPLEX MODEL - PARCEL 378
 31 BEACHGRASS DR
 NANTUCKET, MA 02554
 NANTUCKET COUNTY

DRAWING: FRONT ELEVATION

SCALE: NTS

SHEET: 5



ENGINEERING #
220038

DRAWN BY: MJC CHECKED BY: MK

DATE: 3-19-20

SALESMAN: TOM / JOHN

MODEL: TWO STORY

REVISION	DATE	REASON FOR REVISION
1	04/17/20	ADDED HVAC CHASE, LINEN & WID CLOSETS
2		
3		
4		
5		
6		
7		
8		

SIGNATURE
— BUILDING SYSTEMS —

BUILDER: HABITAT FOR HUMANITY

RETAIL: DUPLEX MODEL - PARCEL 378
31 BEACHGRASS DR
NANTUCKET, MA 02554
NANTUCKET COUNTY

DRAWING: ELEVATIONS

SCALE: NTS

SHEET: 5a

2. Brooke Mohr Aye
3. Reema Sherry Aye
4. Dave Iverson Recuses – not present
5. Charity Grace Mofsen Aye
6. Penny Dey Aye

Minutes adopted by **UNANIMOUS** consent.

IV. Mortgage for CCAP Application – 17 Clarendon

- 1 Webster Road (Mulcahy)
- ~~3A Somerset Road (Kopecki)~~ – *CONTINUED TO JUNE 16, 2020*

Andrew Mulcahy thanks the Trust. Originally applied in March just before Covid 19. Works at Housing Nantucket. Grateful for holding meeting.

NO CONCERNS

Brooke Mohr **motioned** to approve the applicant for up to \$15,000 in funding for Closing Cost Assistance, subject to return of any unused balance. Penny Dey seconded the motion.

ROLL CALL of those participating:

1. Brian Sullivan Aye
2. Brooke Mohr Aye
3. Reema Sherry Aye
4. Dave Iverson Aye
5. Charity Grace Mofsen Aye
6. Penny Dey Aye

The motion carried unanimously.

V. ACK*now – Introduction / Informational – Julia Lindner

Julia Lindner Executive Director of ACK*now. Giving a snapshot of organization. Small Board with a lot of year-rounders. Mission is to inspire change to protect what most love about island. Different from other nonprofits. We are a 501C 4 which is a social welfare organization whose primary purpose is to advocate for interests of community. They can lobby. Premise behind creation is that Nantucket has been growing very fast. There is financial fallout with Covid. In last 30 years, all metrics show big growth and there are repercussions on community. Goal is to manage growth in a stable way that is also considerate of environment. Want to develop housing solutions for affordable and middle-income housing. Focusing on other fallouts of growth such as transportation (traffic, parking). Collaboration and coalitions are critical to our mission. Value is both data driven and with transparency. Want to build relationship with AHTF. There is a severe recession ahead which will continue to have major impacts to businesses and local families taking financial hit. Covid changes the strategy – good time to pause and ask ourselves how we want to write the visions for the next phase. ACKNow looking to lead that conversation. Looking at growth, everything is intertwined with housing.

NO COMMENTS from Board members other than to thank Julia.

Brian Sullivan confirms Board is excited to open lines of communication.

VI. Grant Request from Habitat for Humanity – 31 Beach Grass Road duplex

Tucker Holland explains that this is a follow up request. We previously approved a grant to Habitat in order to buy a duplex lot allowing them to house 2 year-round families on their list.

This will allow them to, from that point forward, have all of their units be eligible for inclusion on SHI list. Gerry will talk about need re. constructing units and significant financial component. Gerry Keneally Thanks Trust for help in buying duplex at Richmond. They are in design process with drawings complete, but they want to start building, so they are sending deposits. When things open up, they hope the Duplex would be shipped here in mid-September. Building costs of two homes are \$660,000. Of that, they have \$200,000 left over from CPC and \$100,000 from CHIP grant, so have gap of \$460,000. Included a schedule of when they would need payments this summer. They have a lot over off Benjamin Drive and will start the infrastructure this summer. \$150,000 for utilities and paving. Habitat will be covering that cost. Will come back next year with plans to build SFDU and Duplex for 3 SHI listed families. Will start that process per all DHCD guidelines. 2 years from now will have 5 families in homes if all goes well.

Reema Sherry We did grant funds for purchase of the lot. Looking at the budget, this is CPC eligible, she thinks money should come from CPC.

Tucker Holland yes it would come from CPC \$5 million allocation, as confirmed by Finance Director.

Charity Grace Mofsen great job incorporating sustainability into the design with solar roof.

Brooke Mohr **motioned** to allocate \$460,000 from the \$5,000,000 CPC funds to fund the proposed Duplex project. Reema Sherry seconded the motion.

ROLL CALL of those participating:

1. Brian Sullivan Aye
2. Brooke Mohr Aye
3. Reema Sherry Aye
4. Dave Iverson Aye
5. Charity Grace Mofsen Aye
6. Penny Dey Aye

The motion carried unanimously.

VII. AHT Financial Review and CPC Reimbursement

Tucker Holland wants to update on CPC moneys that have been allocated up to now. There is a 1-page summary of this on Page 57 of the Packet. Not reflective of the \$460,000 nor the \$375,000 of the \$5 million bonding. Shows where we are with reimbursements. Will be coordinating with CPC on the \$375,000 and \$460,000 on direct payment once Finance Director's borrowing is completed at end of this month. This is due to the amount of those outlays.

Ken Beaugrand with respect to reimbursements, working with Glenna (Stokes-Scarlett, Administrator). A lot of these are wire transfers. Need to make sure that money was spent in accordance with what was approved. With respect to the two new items, Tucker and he have been working with Brian Turbitt to create the documentation at the time they are ready to be transferred in an effort to avoid delays in terms of transactions going forward.

Tucker Holland thanks Megan Trudel for assembling the information and the reimbursement packages for the CPC.

NO ACTION NEEDED

VIII. RFI for Properties under Neighborhood First

Tucker Holland Picking back up where we left off. We have an Executive Session portion of today's meeting. In context of COVID, wanted to see how we should proceed.

Brian Sullivan clarifies that we will be looking for individual properties in context of

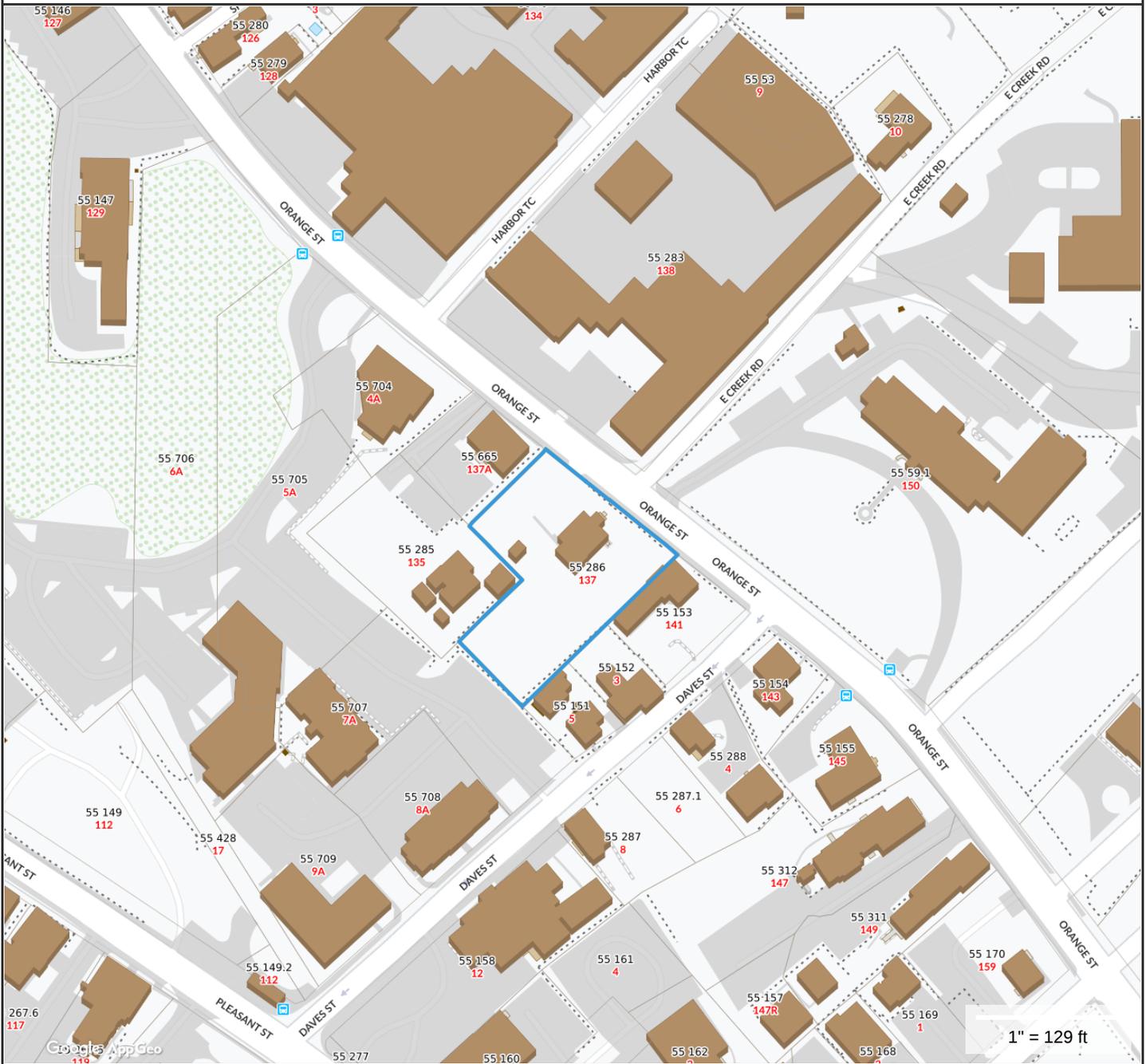
NAHT MEETING

7/2/2020

AGENDA ITEM V.

ACQUISITION OF 137 ORANGE ST

137 Orange Street



Property Information

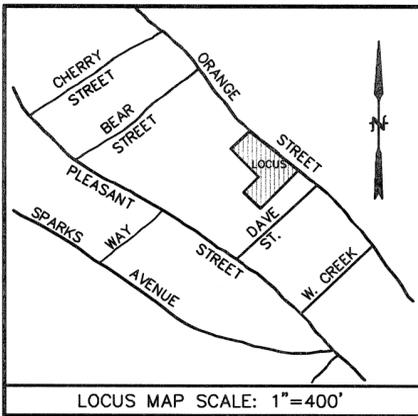
Property ID 55 286
Location 137 ORANGE ST
Owner DUNN LEE H TRST



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

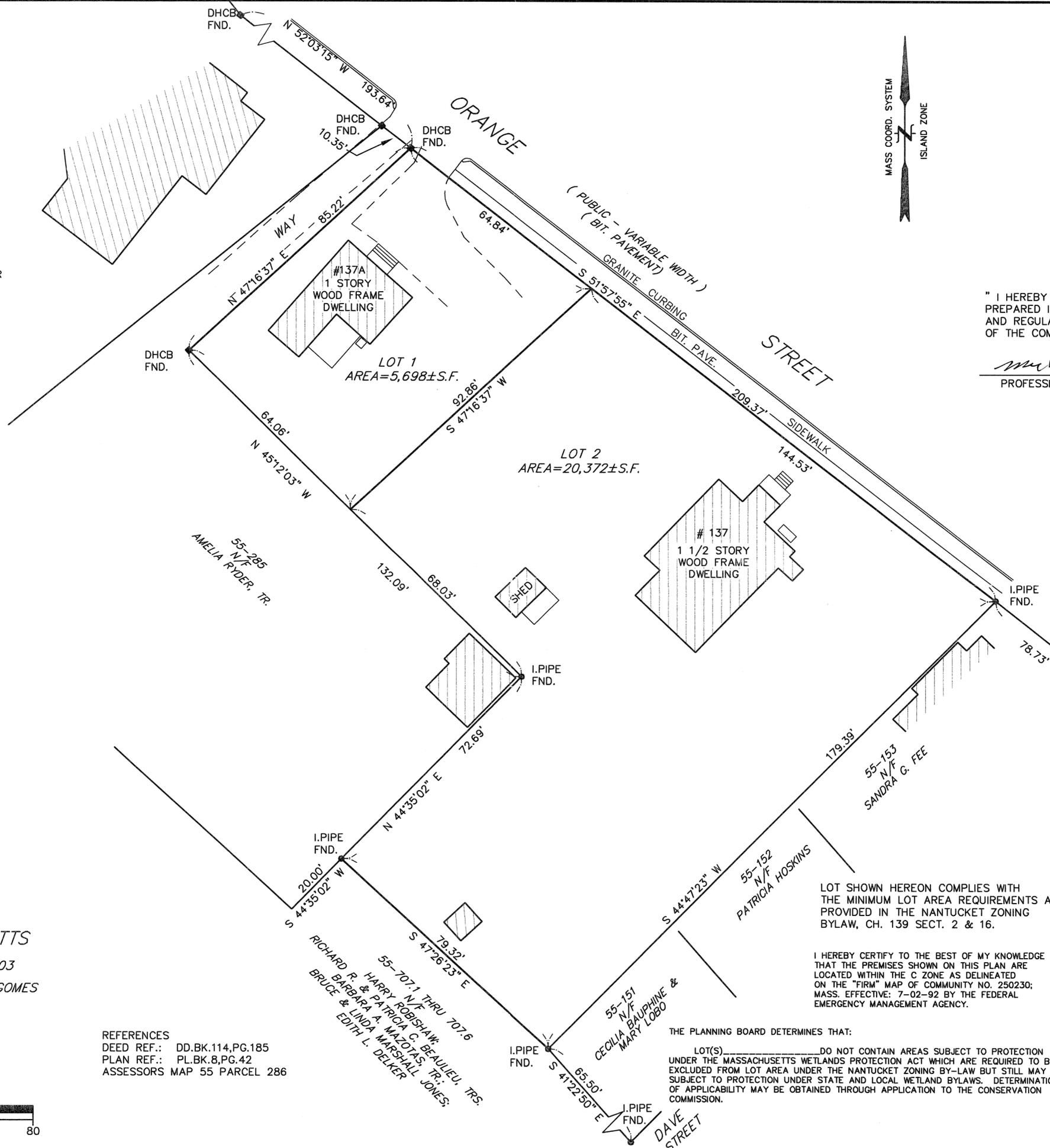
Geometry updated 11/13/2018
Data updated 11/19/2018



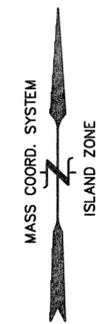
LOCUS MAP SCALE: 1"=400'

ZONING CLASSIFICATION
DISTRICT: RC = RESIDENTIAL COMMERCIAL/PWR

MINIMUM LOT SIZE = 5,000 Sq. Ft.
MINIMUM FRONTAGE = 40 Ft.
FRONT YARD SETBACK = NONE
REAR & SIDE LINE SETBACK = 5 Ft.
MAX. GROUND COVER RATIO = 50%

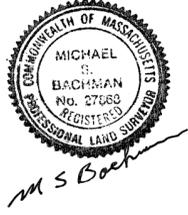


NANTUCKET REGISTRY OF DEEDS
Date AUG 22 2003
Time 1:55 PM
Plan BK. _____ PG. _____
Plan File 03-30
Attest: Joanne L. Kelley Register
RESERVED FOR REGISTRY USE ONLY



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

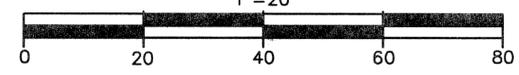
Michael S Bachman 6/18/03
PROFESSIONAL LAND SURVEYOR DATE



PLAN OF LAND
IN
NANTUCKET, MASSACHUSETTS
SCALE: 1"=20' DATE: JUNE 18, 2003
PREPARED FOR: ESTATE OF MARCELINE GOMES

NANTUCKET SURVEYORS, INC.
5 WINDY WAY
NANTUCKET, MA 02554
(508) 228-0240

GRAPHIC SCALE
1"=20'



REFERENCES
DEED REF.: DD.BK.114,PG.185
PLAN REF.: PL.BK.8,PG.42
ASSESSORS MAP 55 PARCEL 286

RICHARD R & PATRICIA C. BEAULIEU, TRS.
HARRY ROBISHAM
BARBARA A. MARZOTTA, TR.
BRUCE & LINDA MARSHALL JONES;
EDITH L. DELKER

LOT SHOWN HEREON COMPLIES WITH THE MINIMUM LOT AREA REQUIREMENTS AS PROVIDED IN THE NANTUCKET ZONING BYLAW, CH. 139 SECT. 2 & 16.

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PREMISES SHOWN ON THIS PLAN ARE LOCATED WITHIN THE C ZONE AS DELINEATED ON THE "FIRM" MAP OF COMMUNITY NO. 250230; MASS. EFFECTIVE: 7-02-92 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE PLANNING BOARD DETERMINES THAT:
LOT(S) _____ DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

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

NANTUCKET PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

Joanne L. Kelley
Donald E. Vose
James J. ... 06/23/03

J. my ... 6/23/03
DATE SIGNED 6/23/03
FILE NO. 6703

N-7616

PURCHASE AND SALE AGREEMENT

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: March 9, 2020.

1.2 PREMISES: The parcel of land located at 137 Orange Street, Nantucket, Massachusetts containing 20,372± square feet, being more particularly described in Deed recorded with Nantucket County Registry of Deeds in Book 1266, Page 314, and shown as Lot 2 on a plan of land entitled "Plan of Land in Nantucket, Massachusetts," dated June 18, 2003, prepared by Nantucket Surveyors, Inc., recorded with said Deeds as Plan No. 2003-30.

1.3 SELLER: Lee H. Dunn, Trustee of South Landing Trust, under Declaration of Trust dated August 8, 1997, filed with Nantucket Registry District of the Land Court as Document No. 77055. For Seller's title, see Deed recorded with Nantucket Deeds at Book 1266, Page 314.

Address: P.O. Box 1846, Nantucket, Massachusetts 02554

SELLER's Attorney: Marianne Hanley, Esq.

Address: Reade, Gullicksen, Hanley & Gifford, LLP
P.O. Box 2669
Nantucket, MA 02584

Phone: 508-228- 3128 Fax: 508-228-5630

1.4 BUYER: Brian Sullivan, Brooke S. Mohr, Penelope Dey, Rita Higgins, Charity-Grace Mofsen, Reema Sherry and David Iverson, Trustees of the Town of Nantucket Affordable Housing Trust, a municipal affordable housing trust created pursuant to G.L. c. 44, §55 C, under a Declaration of Trust dated February 8, 2010, recorded with said Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272

Address: 2 Fairgrounds Road
Nantucket, Massachusetts 02554

BUYER's Attorney: Vicki S. Marsh, Esq.
Address: KP Law, P.C., 101 Arch Street.
Boston, Massachusetts 02110
Phone: (617) 556-0007 Fax: (617) 654-1735

1.5 PURCHASE PRICE: The total purchase price for the Premises is Two Million and 00/100 Dollars (\$2,000,000.00) which \$10,000.00 is to be paid as a deposit on or before March 17, 2020, and \$1,990,000.00 shall be paid at the time of delivery of the Deed by bank check, municipal treasurer's check or wire transfer at SELLER'S option.

All deposits made hereunder shall be held by the Buyer's attorney, **KP Law, P.C., as escrow agent**, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement; provided however that in the event of any disagreement, the escrow agent shall retain said deposits pending instructions mutually given by the SELLER and the BUYER.

1.6 CLOSING DATE: July 7, 2020 at 10:00 a.m. Time is of the essence.

1.7 PLACE: Nantucket Registry of Deeds, or a closing by mail, or such Place as agreed to by the parties in writing.

2. Buildings, Structures, Improvements, Fixtures. Intentionally omitted, vacant land.

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

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then-current year as are not due and payable on the date of the delivery of the deed; and
- (c) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for affordable housing purposes.

4. Deed; Plans. If said deed refers to a plan necessary to be recorded therewith, SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

5. Registered Title. In addition to the foregoing, if the title to the Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of the

Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

6. Possession and Control of Premises. Full possession of the Premises, except as herein provided, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 3 hereof. SELLER shall remove all of its personal property from the Premises by the time of closing. BUYER shall be entitled personally to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

7. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts, provided reasonable efforts shall not require the SELLER to expend in excess of \$1,500.00, to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days.

8. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, subject to BUYER'S rights under Section 9 below.

9. BUYER'S Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

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

11. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the deed or, for institutional mortgages, are recorded in accordance with customary conveyancing practices.

12. Adjustments. Unpaid real estate taxes for the then-current fiscal year shall be adjusted as of the closing date in accordance with G.L. c. 59, §72, and the net amount thereof, shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed. Any taxes paid by SELLER prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

13. Brokers. A Broker's fee for professional services for \$50,000.00 shall be due from the SELLER to David Callahan of Jordan Real Estate, only if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. When, as and if the deed is delivered and recorded and the purchase price is paid to the SELLER, SELLER shall credit the BUYER \$50,000.00. The Broker named herein warrants that he is duly licensed as such by the Commonwealth of Massachusetts.

14. Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

- (a) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER's determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute;
- (b) SELLER shall have complied with the disclosure provisions of G.L. c.7C, §38; SELLER hereby agrees to execute a "Disclosure Statement for Transactions with a Public Agency Concerning Real Property Pursuant to G.L. c. 7C, § 38;"
- (c) SELLER shall have waived any right to claim relocation benefits under the provisions of G.L. c. 79A and 760 CMR 27.03;
- (d) BUYER shall have inspected the condition of the Premises as set forth in Sections 6 and 16, and, notwithstanding anything herein to the contrary, be satisfied with the conditions thereof, in its sole and absolute discretion; and
- (e) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

15. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) Title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at

normal premium rates, in the American Land Title Association form currently in use;

- (c) All means of access and egress from the Premises shall be wholly within the lot lines of the Premises or within a duly recorded easement benefitting the Premises, and shall not encroach upon or under property of any other person or entity;
- (d) The Premises abut and have unrestricted vehicular and pedestrian access to a public way, duly laid out or accepted as such by the Town or abut a private way with record access to a public way.

16. Inspection Rights. From and after the date of this Agreement, SELLER agrees to permit BUYER, its employees, agents and independent contractors reasonable access, at reasonable times upon forty-eight (48) hours' notice, to enter upon the Premises for the purposes of conducting surveys, inspections and tests, including without limitation environmental site assessment. No other work shall be conducted upon the Premises by BUYER unless expressly consented to by SELLER, and BUYER shall cover over any excavation sites, and return the surface of the land disturbed by such tests to a safe, smooth and level surface upon completion of such surveys, inspections and tests. BUYER shall give written notice to the SELLER by April 6, 2020 of any objectionable findings to the condition of the Premises and, may in its sole discretion terminate this Agreement, whereupon all rights and obligations of the parties shall cease. BUYER shall, to the extent permitted by law, indemnify the SELLER against claims for damages or injury arising from said entry, and prior to the commencement of any such surveys, inspections, and tests, BUYER shall provide certificates of liability insurance in amounts reasonably acceptable to SELLER, for BUYER, and its employees, agents, and independent contractors, conducting such surveys, inspection, and tests. Nothing herein shall affect Buyer's rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the Deed.

17. Affidavits, Deliverables; Etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) Affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue owner's title insurance policy without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; and (d) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

18. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association

(REBA) at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement..

19. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery (provided that such facsimile delivery is promptly followed by one of the other permitted forms of notice contained herein), to the party with a copy to the party's attorney at the addresses set forth in Section 1.

20. Taking; Casualty. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, or in the event that the Premises are damaged or destroyed by fire, vandalism or other casualty, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

21. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

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

23. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several.

24. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

25. Tax-Free Exchange. The BUYER acknowledges that the SELLER has informed the BUYER that the SELLER intends to effect a tax-free exchange under Internal Revenue Code 1031 in connection with the sale of the Premises and the SELLER's acquisition of replacement property. THE BUYER agrees to cooperate in any reasonable manner in connection with such exchange, as may be requested by the SELLER, provided that (a) the SELLER shall bear all expenses which may be incurred by either the SELLER or the BUYER in connection therewith, (b) the BUYER shall not be obligated to incur any contingent liabilities which may survive the delivery of the deed, (c) the SELLER shall indemnify and undertake to save forever harmless the BUYER from any loss, damage or expense arising from the BUYER's participation and cooperation in such tax-free exchange and (d) the tax-free exchange will not cause any delay in the closing on the Premises to prevent the BUYER from simultaneously closing on the property at 135 Orange Street, Nantucket. Such indemnity and undertaking shall survive the delivery of the deed hereunder.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In witness whereof, the parties hereto sign this Agreement under seal as of this 9th day of March, 2020.

SELLER: South Landing Trust

**BUYER: Town of Nantucket Affordable
Housing Trust Fund**

By: Lee H. Dunn
Lee H. Dunn, Trustee
3.09.20

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement (this "Amendment") is entered into by Lee H. Dunn, Trustee of South Landing Trust, under Declaration of Trust dated August 8, 1997, filed with Nantucket Registry District of the Land Court as Document No. 77055, having an address of P.O. Box 1846, Nantucket, Massachusetts, 02554 ("Seller"), and the Town of Nantucket Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with Nantucket Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 ("Buyer").

WHEREAS, reference is made to that certain Purchase and Sale Agreement between Buyer and Seller dated March 9, 2020 (the "Agreement"), incorporated herein by reference, pursuant to which Seller is to sell, and Buyer is to purchase, upon the satisfaction of terms set forth therein, the property located at 137 Orange Street, Nantucket, Massachusetts (as more particularly described in the Agreement, the "Premises");

WHEREAS, the Buyer and the Seller acknowledge and agree that they are fully aware of the existence of Covid-19 and the effects that Covid-19 is having or may have in the future on the performance and/or completion of obligations, and the satisfaction of conditions and contingencies, in connection with real estate transactions;

WHEREAS, the Buyer and Seller wish to amend the Agreement to address the possible effects of Covid-19 on the parties ability to perform the obligations and comply with the terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereby amend the Agreement as follows:

1. Section 1.6 of the Agreement, which sets forth the Closing Date is amended by deleting therefrom the following: "July 7, 2020 at 10:a.m. Time is of the essence" and replacing it with the following: "The Closing Date is July 7, 2020 at 10:00 a.m., unless the effects of Covid-19 result in the Buyer and the Seller being unable to perform under the terms of this Agreement and cause a delay of the Closing, then the Closing Date shall be extended pursuant to Paragraph 26 of the Agreement, set forth below. Time is of the essence."

2. In Paragraph 16, in the fifth line of the Paragraph, delete the date of "April 6, 2020" and replace it with July 7, 2020, which is the date the Buyer shall give to the Seller written notice of any objectionable findings of its inspections.

3. Add Paragraph 26 to the Agreement as follows:

"26. Covid-19. Due to the existence of Covid-19, the Buyer and the Seller acknowledge that their performance under the terms of this Agreement in completing its obligations and satisfying the conditions in connection with this Agreement may be impacted by any state of emergency, public health emergency, pandemic or government mandated quarantine or travel ban. Such effects include, without limitation, impairment or delay of Buyer's ability to hold meetings, to

obtain appropriation of funds, to procure goods and services reasonably related to the satisfaction of contingencies (including without limitation, Buyer's ability to inspect the Premises), and/or to take such actions as may reasonably be related to Buyer's rights and obligations under this Agreement (the "Covid-19 Effects"). If, despite Buyer's good faith efforts, due to the Covid-19 Effects the Buyer is unable to perform within the contractual timelines, Buyer shall have the right, to be exercised not later than July 7, 2020, and in its sole and absolute discretion, to (a) extend the deadline for performance by a period of time, not to exceed sixty (60) days from the date of the delivery of Buyer's notice, provided that if due to the Covid-19 Effects such performance does not occur by the extended date, unless mutually agreed to in an additional extension, this Agreement shall thereupon automatically terminate. Any such termination shall not terminate the provisions of this Agreement that expressly survive termination, if any; shall be without recourse to either party; and any such deposit shall be promptly returned to Buyer for purpose of this clarification..

4. The Agreement remains unchanged in all other respects, time still being of the essence of the Agreement.
5. The recitals stated above are true and accurate and incorporated herein in their entirety.

SELLER: SOUTH LANDING TRUST

BUYER: TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST FUND



Lee H. Dunn, Trustee
Dated: April 23, 2020



Mr. Beaupre
duly authorized

717723NANT19710/0006

DEED

LEE H. DUNN, Trustee of SOUTH LANDING TRUST under Declaration of Trust dated August 8, 1997, registered with Nantucket Registry District as Document No. 77055, of Nantucket, Massachusetts, for consideration paid in the amount of \$2,000,000.00, grants to BRIAN SULLIVAN, BROOKE S. MOHR, PENELOPE DEY, KRISTIE FERRANTELLA, ALLYSON MITCHELL, REEMA SHERRY and DAVID IVERSON, Trustees of the TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST, a municipal affordable housing trust created pursuant to G.L. c. 44, §55 C, under Declaration of Trust dated February 8, 2010, recorded with Nantucket Deeds in Book 1221, Page 20, as amended by First Amendment dated September 25, 2014, recorded in Book 1452, Page 272, with a mailing address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554, with QUITCLAIM COVENANTS,

That certain parcel of vacant land situated in Nantucket, Nantucket County, Massachusetts, now known and numbered as 137 Orange Street, described as follows:

Said land is shown as Lot 2 on a plan prepared by Nantucket Surveyors, Inc., dated June 18, 2003, and recorded with Nantucket Deeds as Plan No. 2003-30.

Said land is conveyed subject to real estate taxes assessed by the Town of Nantucket for the fiscal year 2021, commencing on July 1, 2020.

For title, see Deed recorded with Nantucket Deeds in Book 1266, Page 314.

The Grantor hereby certifies that no beneficiary, nor a spouse, civil union partner, ex-spouse or ex-civil union partner of a beneficiary of South Landing Trust, occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property by court order or otherwise.

I hereby certify that I am the sole trustee of South Landing Trust, which is in full force and effect, has not been amended nor revoked, and has not terminated; and that I have been duly authorized to execute and deliver this instrument according to its terms and content by the holders of all of the beneficial interest in said Trust, none of the holders being under any disability to act, and none of the holders being a corporation which is disposing of all or substantially all of its property situated in Massachusetts.

[signature page to follow]

Executed and sealed on _____, 2020.

Lee H. Dunn, Trustee of
South Landing Trust

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Lee H. Dunn, Trustee, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed voluntarily, as his free act and deed, for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public

My commission expires:

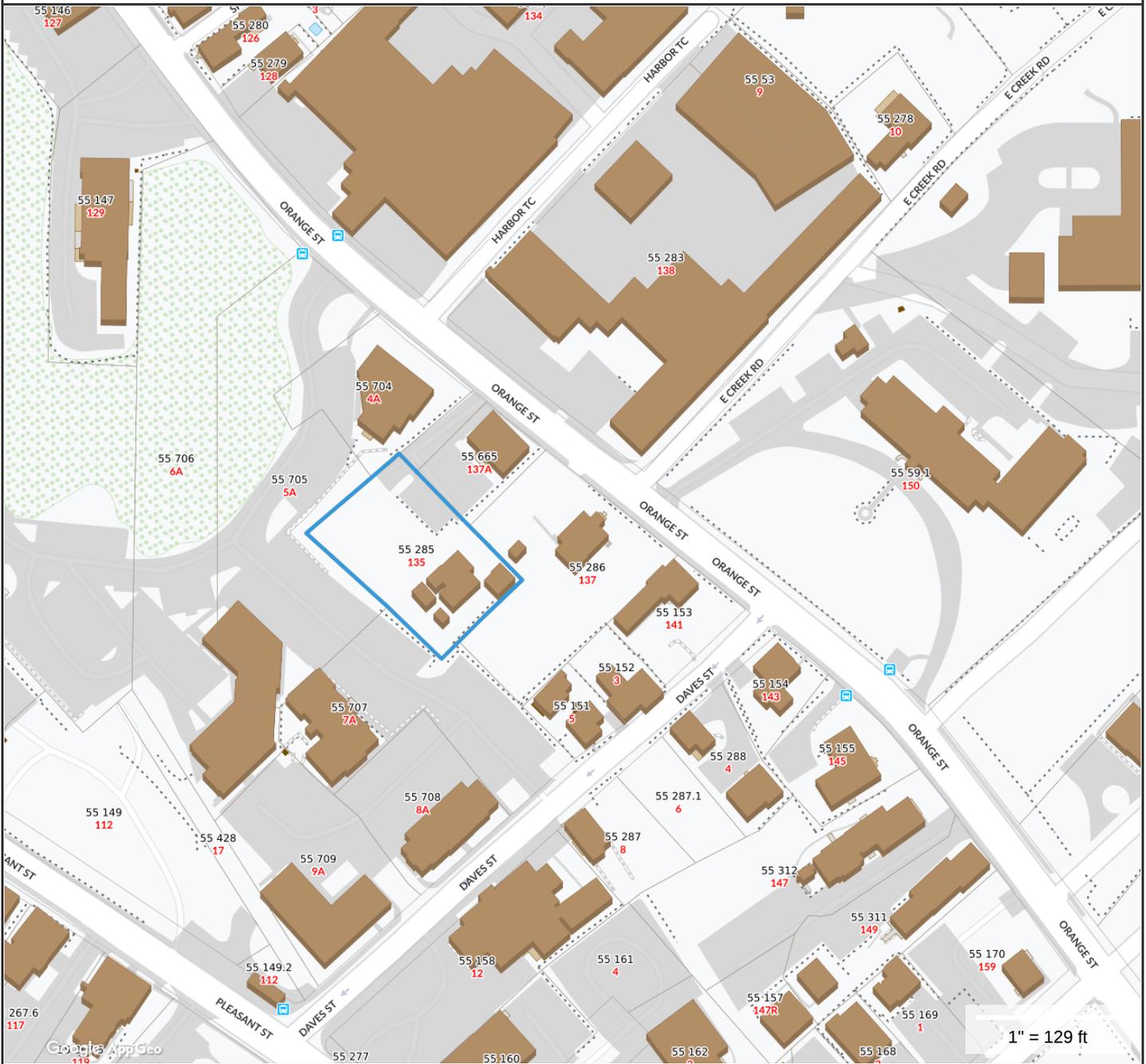
NAHT MEETING

7/2/2020

AGENDA ITEM VI.

ACQUISITION OF 135 ORANGE ST

135 Orange Street



Property Information

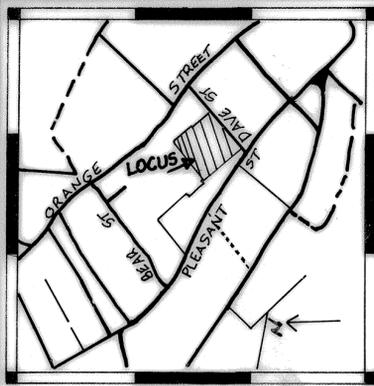
Property ID 55 285
Location 135 ORANGE ST
Owner 135 ORANGE STREET LLC



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018
 Data updated 11/19/2018



LOCUS MAP 1" = 500'

NOTES:

Zoning RC Min Area 5000
 Frontage 40' Front Set Back 0'
 GCR 50% Rear & Side 5'

MAR 19 1987 2:47PM
 RECEIVED AND ENTERED WITH
 NANTUCKET COUNTY DEEDS BOOK OF
 PL. 26 PAGE 31
 SINDIA McHATIRIK REGISTER
 Reserved For Registry

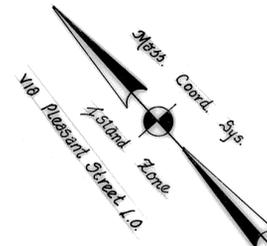
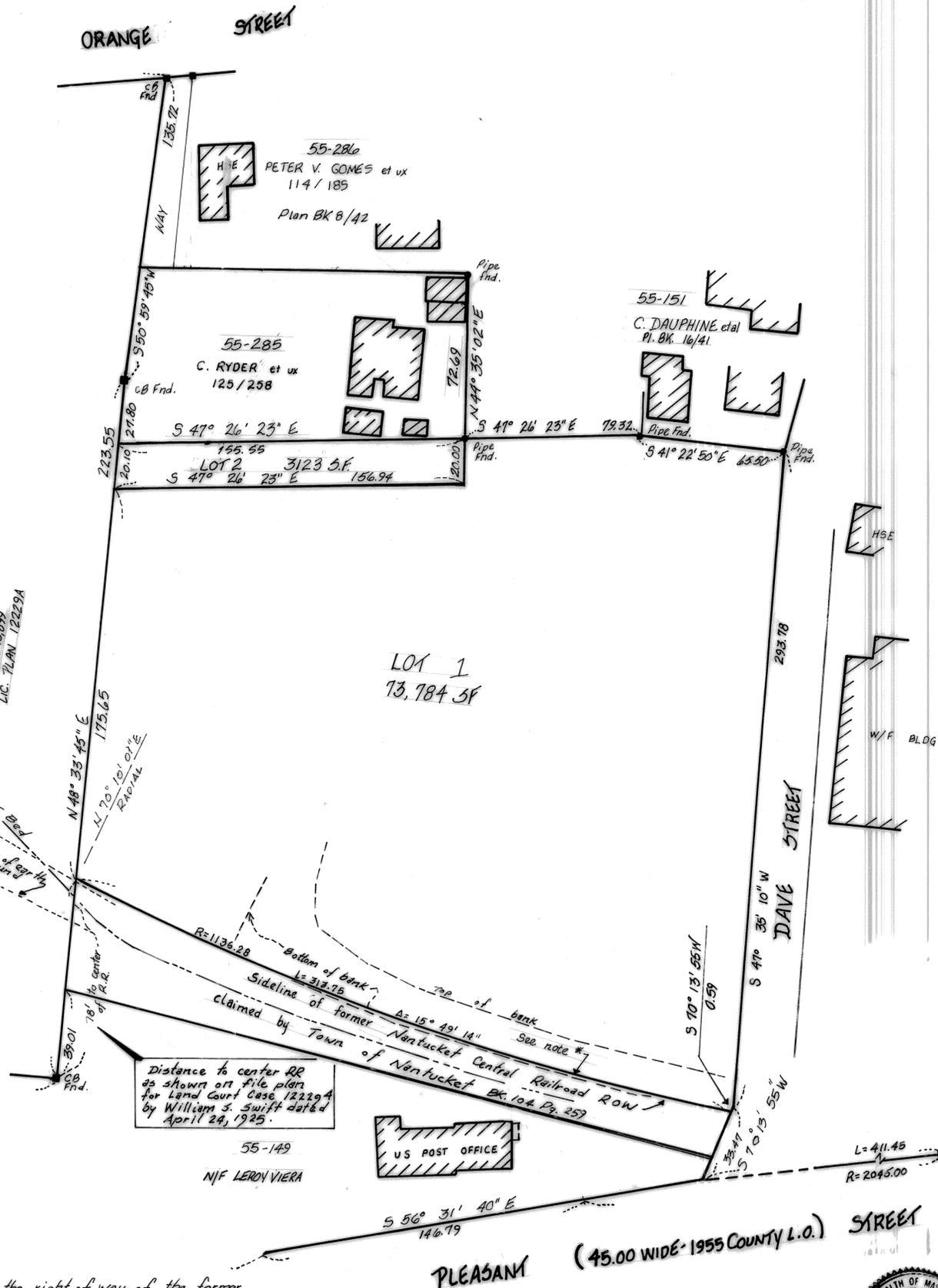
DEED REF: BK 209 Pg 31
 ASSESSORS MAPS 55 LOT 150

LOT 2 IS TO BE CONVEYED TO CLIFFORD RYDER ET UX
 AND COMBINED WITH THEIR EXISTING LOT - MAP
 55 - LOT 285.

NANTUCKET PLANNING BOARD
 Approval under the Subdivision Control
 Law

[Signatures]
 Date Approved _____
 Date Signed 3/9/87 File # 3017

*Note: No monuments could be found on the right of way of the former Nantucket Central Railroad, now claimed by the Town of Nantucket. Deed for Locus, BK 209 Pg. 31, bounds by the Railroad but contains no dimensions and description is by abutters names only. The exact location of the Railroad Base Line cannot be established. The Property line determination shown hereon is based on the best record information found together with the intermittent remains of the old Railroad Bed located on the ground.



PLAN OF LAND IN
NANTUCKET, MASSACHUSETTS

Prepared for RYDER REALTY TRUST
 Scale: 1" = 40 FEET Date March 6, 1987
 NANTUCKET SURVEYORS INC.
 Nantucket, Ma 02554



I hereby certify that this plan has been prepared in accordance with the rules and regulations of The Registers of Deeds.

March 6, 1987 Date *Richard K. Earle*
 Registered Land Surveyor



DRAWN BY: RYDER REALTY TRUST
 PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
 REGISTERED NUMBER 02548
 26-C
 REGISTERED NUMBER 02548
 PLAN HOLD CORPORATION • IRVINE, CALIFORNIA

PURCHASE AND SALE AGREEMENT

SECTION 1 -- INFORMATION AND DEFINITIONS

- 1.1 DATE OF THIS AGREEMENT: March 12, 2020.
- 1.2 PREMISES: The parcel of vacant land located at 135 Orange Street, Nantucket, Massachusetts containing a total of .33± acres, being more particularly described in Deed recorded with Nantucket County Registry of Deeds in Book 1583, Page 121, together with an access easement as set forth in Agreement for Driveway Access, Parking and Utilities, dated June 27, 2005, recorded with said Deeds in Book 964, Page 19.
- 1.3 SELLER: 135 Orange LLC, a Florida limited liability company
- Address: 3005 Hammock Way, Vero Beach, Florida 32963
- SELLER's Attorney: Steven L. Cohen, Esq.
- Address: Cohen & Cohen Law, P.C.
34 Main Street, 2nd Floor
P.O. Box 786
Nantucket, MA 02584
- Phone: 508-228- 0337 Fax: 508-228- 0970
- 1.4 BUYER: Brian Sullivan, Brooke S. Mohr, Penelope Dey, Rita Higgins, Charity-Grace Mofsen, Reema Sherry and David Iverson, Trustees of the Town of Nantucket Affordable Housing Trust, a municipal affordable housing trust created pursuant to G.L. c. 44, §55 C, under a Declaration of Trust dated February 8, 2010, recorded with said Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272
- Address: 2 Fairgrounds Road
Nantucket, Massachusetts 02554
- BUYER's Attorney: Vicki S. Marsh, Esq.

Address: KP Law, P.C., 101 Arch Street.
Boston, Massachusetts 02110

Phone: (617) 556-0007 Fax: (617) 654-1735

1.5 PURCHASE PRICE: The total purchase price for the Premises is One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) which is to be paid at the time of delivery of the Deed by bank check, municipal treasurer's check or wire transfer at SELLER'S option.

1.6 CLOSING DATE: July 7, 2020 at 10:00 a.m. Time is of the essence.

1.7 PLACE: Nantucket Registry of Deeds, or a closing by mail, or such Place as agreed to by the parties in writing.

2. Buildings, Structures, Improvements, Fixtures. Intentionally omitted, vacant land.

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

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then-current year as are not due and payable on the date of the delivery of the deed; and
- (c) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for affordable housing purposes.
- (d) A Special Permit dated August 3, 2018 recorded in Book 1658, Page 20 at the Nantucket Registry of Deeds.
- (e) An agreement dated August 13, 2010 recorded in Book 1240, Page 238, as modified by a Release dated October 28, 2016 in Book 1562, Page 72 at the Nantucket Registry of Deeds.

4. Deed; Plans. If said deed refers to a plan necessary to be recorded therewith, SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

5. Registered Title. In addition to the foregoing, if the title to the Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of the

Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

6. Possession and Control of Premises. Full possession of the Premises, except as herein provided, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 3 hereof. SELLER shall remove all of its personal property from the Premises by the time of closing. BUYER shall be entitled personally to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

7. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts, provided reasonable efforts shall not require the SELLER to expend in excess of \$1,500.00, to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days.

8. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, subject to BUYER'S rights under Section 9 below.

9. BUYER'S Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

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

11. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the deed or, for institutional mortgages, are recorded in accordance with customary conveyancing practices.

12. Adjustments. Unpaid real estate taxes for the then-current fiscal year shall be adjusted as of the closing date in accordance with G.L. c. 59, §72, and the net amount thereof, shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed. Any taxes paid by SELLER prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

13. Brokers. A Broker's fee in the amount of \$75,000.00 for professional services as per the listing agreement is due from the SELLER to Fisher Real Estate, only if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. When, as and if the deed is delivered and recorded and the purchase price is paid to the SELLER, SELLER shall credit the BUYER at the time of closing 50% of the brokerage commission offered in LINK Nantucket and the Listing Agreement. The Broker named herein warrants that they are duly licensed as such by the Commonwealth of Massachusetts.

14. Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

- (a) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER's determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute;
- (b) SELLER shall have complied with the disclosure provisions of G.L. c.7C, §38; SELLER hereby agrees to execute a "Disclosure Statement for Transactions with a Public Agency Concerning Real Property Pursuant to G.L. c. 7C, § 38;"
- (c) SELLER shall have waived any right to claim relocation benefits under the provisions of G.L. c. 79A and 760 CMR 27.03;
- (d) BUYER shall have inspected the condition of the Premises as set forth in Sections 6 and 16, and, notwithstanding anything herein to the contrary, be satisfied with the conditions thereof, in its sole and absolute discretion; and
- (e) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

15. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises except as provided in the Agreement for Driveway Access, Parking and Utilities, dated June 27, 2005, recorded with said Deeds in Book 964, Page 19;

- (b) Title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) All means of access and egress from the Premises shall be wholly within the lot lines of the Premises or within a duly recorded easement benefitting the Premises, and shall not encroach upon or under property of any other person or entity;
- (d) The Premises abut and have unrestricted vehicular and pedestrian access to a public way, duly laid out or accepted as such by the Town or abut a private way with record access to a public way.

16. Inspection Rights. From and after the date of this Agreement, SELLER agrees to permit BUYER, its employees, agents and independent contractors reasonable access, at reasonable times upon forty-eight (48) hours' notice, to enter upon the Premises for the purposes of conducting surveys, inspections and tests, including without limitation environmental site. BUYER shall give written notice to the SELLER by April 6, 2020, of any objectionable findings to the condition of the Premises and, may in its sole discretion terminate this Agreement, whereupon all rights and obligations of the parties shall cease. If the Premises are not purchased by BUYER in accordance with the terms of this Agreement for any reason other than a breach by the SELLER, BUYER shall restore the Premises to the condition existing prior to the BUYER'S inspections, as closely as reasonably practicable. BUYER shall, to the extent permitted by law, indemnify the SELLER against claims for damages or injury arising from said entry. Nothing herein shall affect Buyer's rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the Deed.

17. Affidavits, Deliverables; Etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) Affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue owner's title insurance policy without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; and (d) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

18. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard or practice

standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement..

19. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery (provided that such facsimile delivery is promptly followed by one of the other permitted forms of notice contained herein), to the party with a copy to the party's attorney at the addresses set forth in Section 1.

20. Taking; Casualty. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, or in the event that the Premises are damaged or destroyed by fire, vandalism or other casualty, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

21. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

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

23. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several.

24. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

25. Brokers as Party. The broker named herein, join in this Agreement and become a party hereto, in so far as any provisions of this Agreement expressly apply to such broker, and to any amendments or modifications of such provisions to which such broker agrees in writing.

26. Warranties and Representations. The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Brokers: None.

27. Agency Disclosure. All brokers and salespersons represent the seller, not the buyer, in the marketing, negotiating, and sale of property, unless otherwise disclosed; however, each broker or salesperson has an ethical and legal obligation to show honesty and fairness to buyers in all transactions. The Buyer hereby acknowledges receipt of this disclosure prior to the execution of this Agreement.

28. Warranty of No Broker. The Buyer represents and warrants that the Buyer was not introduced to the Premises by any broker and that the Buyer has not dealt with any broker in connection with the transaction which is the subject of this Agreement in any fashion which will give rise to a claim for a commission in this sale. The Buyer hereby undertakes and agrees to save and hold harmless the Seller from and against any claims for brokerage commissions which may be asserted against the Seller in connection with this sale, including all costs and expenses which may be incurred by Seller in defending against any such claim, as to which the Buyer shall be in breach of such representation and warranty.

29. Warranty as to Broker. The Seller represents and warrants that the Seller has given no exclusive listing of the Premises such as to result in a broker's commission being payable with respect to this sale, other than the commission to be paid to Fisher Real Estate pursuant to said Paragraph 13, and has not listed the Premises under circumstances which would give rise to any other commission being payable in this sale in the absence of any dealings between the Buyer and any broker other than Fisher Real Estate. The Seller hereby undertakes and agrees to save and hold harmless the Buyer from and against any claims for brokerage commissions which may be asserted against the Buyer in connection with this sale, including all costs and expenses which may be incurred by Buyer in defending against any such claim, as to which the Seller shall be in breach of such representation and warranty.

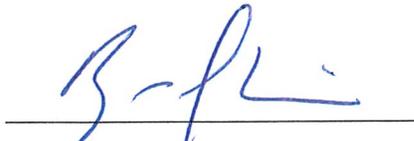
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In witness whereof, the parties hereto sign this Agreement under seal as of this 11 day of March, 2020.

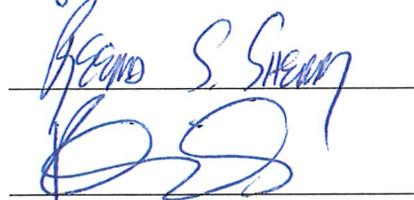
SELLER: 135 Orange LLC

**BUYER: Town of Nantucket Affordable
Housing Trust Fund**

By: 
Jeffrey Zimmer, Manager








AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement (this “Amendment”) is entered into by 135 Orange LLC, a Florida limited liability company, having an address of 3005 Hammock Way, Vero Beach, Florida 32963 (“Seller”), and the Town of Nantucket Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with Nantucket Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (“Buyer”).

WHEREAS, reference is made to that certain Purchase and Sale Agreement between Buyer and Seller dated March 12, 2020 (the “Agreement”), incorporated herein by reference, pursuant to which Seller is to sell, and Buyer is to purchase, upon the satisfaction of terms set forth therein, the property located at 135 Orange Street, Nantucket, Massachusetts (as more particularly described in the Agreement, the “Premises”);

WHEREAS, the Buyer and the Seller acknowledge and agree that they are fully aware of the existence of Covid-19 and the effects that Covid-19 is having or may have in the future on the performance and/or completion of obligations, and the satisfaction of conditions and contingencies, in connection with real estate transactions;

WHEREAS, the Buyer and Seller wish to amend the Agreement to address the possible effects of Covid-19 on the parties’ ability to perform the obligations and comply with the terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereby amend the Agreement as follows:

1. Section 1.6 of the Agreement, which sets forth the Closing Date is amended by deleting therefrom the following: “July 7, 2020 at 10:00 a.m. Time is of the essence” and replacing it with the following: “The Closing Date is July 7, 2020 at 10:00 a.m., unless the effects of Covid-19 result in the Buyer and the Seller being unable to perform under the terms of this Agreement and cause a delay of the Closing, then the Closing Date shall be extended pursuant to Paragraph 26 of the Agreement, set forth below. Time is of the essence.”

2. In Paragraph 16, in the fifth line of the Paragraph, delete the date of “April 6, 2020” and replace it with “July 7, 2020,” which is the date the Buyer shall give to the Seller written notice of any objectionable findings of its inspections.

3. Add Paragraph 26 to the Agreement as follows:

“26. Covid-19. Due to the existence of Covid-19, the Buyer and the Seller acknowledge that their performance under the terms of this Agreement in completing its obligations and satisfying the conditions in connection with this Agreement may be impacted by any state of emergency, public health emergency, pandemic or government mandated quarantine or travel ban. Such effects include, without limitation, impairment or delay of Buyer’s ability to hold meetings, to obtain appropriation of funds, to procure goods and services reasonably related to the satisfaction of contingencies (including

without limitation, Buyer's ability to inspect the Premises), and/or to take such actions as may reasonably be related to Buyer's rights and obligations under this Agreement (the "Covid-19 Effects"). If, despite Buyer's good faith efforts, due to the Covid-19 Effects the Buyer is unable to perform within the contractual timelines, Buyer shall have the right, to be exercised not later than July 7, 2020, and in its sole and absolute discretion, to extend the deadline for performance by a period of time, not to exceed sixty (60) days from the date of the delivery of Buyer's notice, provided that if due to the Covid-19 Effects such performance does not occur by the extended date, unless mutually agreed to in an additional extension, this Agreement shall thereupon automatically terminate. Any such termination shall not terminate the provisions of this Agreement that expressly survive termination, if any; shall be without recourse to either party; and any such deposit shall be promptly returned to Buyer for purpose of this clarification.

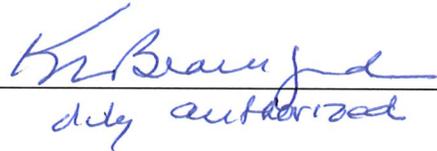
- 4. The Agreement remains unchanged in all other respects, time still being of the essence of the Agreement.
- 5. The recitals stated above are true and accurate and incorporated herein in their entirety.

SELLER: 135 ORANGE LLC

BUYER: TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST FUND _



Jeffrey Zimmer, Manager



duly authorized

718536NANT19710/0005

QUITCLAIM DEED

135 ORANGE LLC, a Florida limited liability company with a mailing address of 3005 Hammock Way, Vero Beach, FL 32963, for and in consideration paid in the amount of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars grants to Brian Sullivan, Brooke S. Mohr, Penelope Dey, Reema Sherry, David Iverson, Kristie L. Ferrantella and Allyson Mitchell, Trustees of the Town of Nantucket Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, § 55C, under a Declaration of Trust dated February 8, 2010, recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 15, 2014, recorded with said Deeds in Book 1452, Page 272, having a mailing address of 2 Fairgrounds Road,, Nantucket, MA 02554, with QUITCLAIM COVENANTS,

That certain parcel of vacant land, more commonly known and numbered as 135 Orange Street, in Nantucket, Massachusetts and being more particularly described as follows:

PARCEL 1

NORTH by land now or formerly of Charles W. Coffin,
EAST by land now or formerly of Edgar W. Wilkes, and by a way leading into Orange Street,
SOUTH by land now or formerly of Edgar W. Wilkes, formerly of Mary King, and
WEST by land now or formerly of Simon L. Lewis, Jr.

Together with a right of way to and from Orange Street in aforesaid way, northward of said land now or formerly of Wilkes, formerly Jared Fuller

PARCEL 2

NORTHEASTERLY by land now or formerly of the Ryder Realty Trust, twenty and 10/100 (20.10) feet,
NORTHWESTERLY by land now or formerly of Clifford Ryder and Amelia Ryder, one hundred fifty-five and 55/100 (155.55) feet,

SOUTHWESTERLY by Lot 1 on plan hereinafter mentioned, twenty and 00/100 (20.00) feet, and

SOUTHEASTERLY by said Lot 1, one hundred fifty-six and 94/100 (156.94) feet.

Being shown as Lot 2 on Plan of Land in Nantucket, MA, by Nantucket Surveyors, Inc. dated March 6, 1987 and filed as Plan File 26-C in the Nantucket Registry of Deeds.

Said premises are conveyed subject to the following:

- a) Such taxes for the then-current year as are not due and payable on the date of the delivery of the deed,
- b) A Special Permit dated August 3, 2018 recorded in Book 1658, Page 20 at the Nantucket County Registry of Deeds, and
- c) An Agreement for Driveway Access, Parking and Utilities, dated June 27, 2005, recorded with Nantucket County Registry of Deeds in Book 964, Page 19

For title, see Deed recorded in Book 1583, Page 121 at the Nantucket County Registry of Deeds.

I, Jeffrey Zimmer, Manager of 135 Orange LLC, do hereby certify that no member or spouse, civil union partner, ex-spouse, or ex-civil union partner of a member of 135 Orange, LLC, occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing state of homestead in the property by court order or otherwise.

The Grantor is not treated as a corporation for federal income tax purposes. The Grantor certifies that this conveyance is not of all or substantially all of the Grantor's property in the Commonwealth of Massachusetts.

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

Executed and sealed on July __, 2020.

By:

135 ORANGE LLC

JEFFREY ZIMMER, MANAGER

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ___ day of July 2020, before me, the undersigned Notary Public, personally appeared the above-named JEFFREY ZIMMER, as Manager of 135 Orange, LLC, personally known to me, or proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of 135 Orange, LLC.

Notary Public

Printed name:

My commission expires:

END
OF
PACKET

JULY 2, 2020
