

AFFORDABLE HOUSING TRUST
MEETING
PACKET

THURSDAY

FEBRUARY 11, 2021

3:30pm

*via Zoom*¹

¹ *ZOOM MEETING INFORMATION* –

Link: <https://zoom.us/j/98634826960?pwd=cVVCSnVpMXR4NHRhL2lyRklqLzA0dz09>

Meeting ID: 986 3482 6960

Passcode: 875144



MEETING POSTING

TOWN OF NANTUCKET

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)

RECEIVED

2021 FEB 09 AM 10:34
NANTUCKET TOWN CLERK
Posting Number: T 132

Committee/Board/s

AFFORDABLE HOUSING TRUST

Day, Date, and Time

THURSDAY, FEBRUARY 11, 2021 3:30PM

Location / Address

□ **REMOTE PARTICIPATION VIA ZOOM (See Below)**

Pursuant to Governor Baker's March 12, 2020, Order Regarding Open Meeting Law (Attached).

THE MEETING WILL BE AIRED AT A LATER TIME ON THE TOWN'S GOVERNMENT TV YOUTUBE CHANNEL AT <https://www.youtube.com/channel/UC-sgxA1fdoxteLNzRAUHIxA>

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

Please list below the topics the chair reasonably anticipates will be discussed at the meeting

SPECIAL MEETING AGENDA FOR 02-11-2021

(Subject to change)

www.nantucket-ma.gov

JOIN ZOOM MEETING:

Link: <https://zoom.us/j/98634826960?pwd=cVVCSnVpMXR4NHRhL2lyRklqLzA0dz09>

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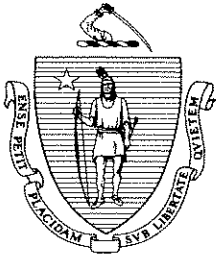
Passcode: 875144

Purpose: To discuss business as noted below. Electronic copies of the complete text, plans, application, or other material relative to each agenda item are available per request by email to eantonietti@nantucket.ma.gov. Please email to request a paper copy and you will be given a time to retrieve from a Drop Box outside the Planning Office at 2 Fairgrounds Road between the hours of 8:30 AM and 4:30 PM. Access to the Planning Office is not permitted until Governor Baker's order is lifted to allow the office to be open to the public.

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

- I. CONVENE in Open Session via Zoom**
 - II. APPROVAL of Agenda**
 - III. APPROVAL of the Minutes**
 - February 2, 2021
 - IV. Request from NHA Properties Inc. regarding 31 Fairgrounds Road**
 - V. Financial Discussion**
 - VI. Other Business**
 - **Next Meeting**
 - Regular February meeting: Tuesday, February 16, 2021 at 1:00 pm
 - VII. PUBLIC COMMENT** (for items not otherwise on the agenda)
 - VIII. BOARD COMMENTS**
 - IX. Executive Session, Pursuant to MGL C. 30A § 21(A)**
 - Purpose 6: To consider the purchase, exchange, lease or value of real property where an open meeting may have a detrimental effect on the negotiating position of the public body.
 - X. 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.

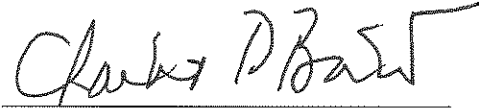
(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby 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 dark ink, appearing to read "Charles D. Baker". The signature is written in a cursive, flowing style. The first name "Charles" is written in a larger, more prominent script, followed by "D." and "Baker". The signature is positioned above a horizontal line.

CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts

NAHT MEETING

2/11/2021

AGENDA ITEM III.

DRAFT MINUTES for Meeting on:

- *February 2, 2021*

NANTUCKET AFFORDABLE HOUSING TRUST

~~ MINUTES ~~

Tuesday, February 2, 2021

Remote Meeting *via* Zoom – 1:00 pm

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

ATTENDING MEMBERS: Brian Sullivan, Brooke Mohr, Penny Dey, Reema Sherry, Dave Iverson, Kristie Ferrantella, Allyson Mitchell

STAFF IN ATTENDANCE: Tucker Holland (Housing Specialist); Ken Beaugrand (Real Estate Specialist); Eleanor Antonietti (Land Use Specialist)

Public Present on Zoom: Atty. Michael Wilson; Atty. Arthur Reade; Susan Campese (NILB); Howard Dickler; Dave Armanetti (Richmond Great Point); Julie Lindner (ACK Now); Meghan Perry; Tobias Glidden (ACK Now)

I. Call Meeting to Order

Brian Sullivan called the meeting to order at 1:04 pm

Brian Sullivan announced that this Open Meeting of the Nantucket Affordable Housing Trust is being conducted remotely via Zoom, consistent with Governor Baker's Executive Order of March 12, 2020, due to the current State of Emergency in the Commonwealth due to the outbreak of the "COVID-19 Virus."

II. Approval of Agenda

Brooke Mohr **moved to approve the agenda**. Kristie Ferrantella seconded the motion.

ROLL CALL of those participating:

1. Brooke Mohr Aye
2. Kristie Ferrantella Aye
3. Reema Sherry Aye
4. Allyson Mitchell Aye
5. Dave Iverson Aye
6. Penny Dey Aye
7. Brian Sullivan Aye

Agenda adopted by **UNANIMOUS** consent.

III. Approval of the Minutes

- **January 14, 2021**
- **January 19, 2021**

Brooke Mohr **moved to approve the Minutes for the meetings on January 14, 2021 and January 19, 2021**. Kristie Ferrantella seconded the motion.

ROLL CALL of those participating:

1. Brooke Mohr Aye
2. Penny Dey Aye
3. Reema Sherry Aye
4. Kristie Ferrantella Aye

5. Allyson Mitchell Aye
6. Dave Iverson Aye

Minutes adopted by unanimous consent.

Brian Sullivan abstains voting. He was absent on January 14, 2021, and left the meeting on January 19, 2021 before adjournment

IV. Mortgage for CCAP Application – post closing

- 17 Clarendon Street - post closing
 - Approve subordination of the mortgage from David R. Gray to the Nantucket Affordable Housing Trust Fund, registered as Document No. 164438 in favor of the mortgage from David R. Gray to The Cape Cod Five Cents Savings Bank, registered as Document No. 168147
 - Authorize the Chair to sign documents related to subordination on behalf of Trust

Mike Wilson explains reason for request.
NO CONCERNS

Penny Dey **motioned** to approve the subordination of the mortgage from David R. Gray to the Nantucket Affordable Housing Trust Fund, registered as Document No. 164438 in favor of the mortgage from David R. Gray to The Cape Cod Five Cents Savings Bank, registered as Document No. 168147 and to authorize the Chair to sign documents related to the subordination on behalf of the Nantucket Affordable Housing Trust. Reema Sherry seconded the motion.

ROLL CALL of those participating:

1. Brooke Mohr Aye
2. Penny Dey Aye
3. Reema Sherry Aye
4. Kristie Ferrantella Aye
5. Allyson Mitchell Aye
6. Dave Iverson Aye
7. Brian Sullivan Aye

Motion carries by unanimous consent.

V. 2021 Town Meeting Warrant Articles – GUIDANCE

Brian Sullivan asked Tucker Holland to inquire with Town Counsel as to how the Trust may or may not weigh in on Warrant Articles.

Tucker Holland there was a question as to whether the Trust can recommend or weigh in on different Warrant Articles. John Giorgio (Town Counsel) explained that a recommendation must be voted at a duly posted meeting. We can also include a short recommendation in Finance Committee (“FinCom”) booklet to be coordinated between Town Manager and FinCom. Cites email from Town Counsel on 1/28:

These is no legal prohibition against the Trust from stating a recommendation on any article that becomes before Town Meeting as long as the recommendation was voted at a duly posted meeting of the Trust. There is certainly inherent authority in the Trust’s enabling legislation to make such recommendation. If the Trust wished to include a short recommendation in the Finance Committee booklet, that should be coordinated with the Town Manager and the Finance Committee.

Atty. Giorgio goes on to make particular note that:

if there is a ballot question associated with a warrant article, the Trust should take care not to produce or mail any written material using Town resources advocating presumably for the passage of the ballot question. It may, however, make a recommendation with respect to town meeting action, but the ballot question should not be referenced.

Brian Sullivan we should have a posted item on future agendas for each article and then make a Board decision as we move forward for each article rather than deal with it in an *ad hoc* manner.

VI. Presentation of Citizen's Warrant Article – Arthur I. Reade, sponsor

▪ Affordable and Year-round Housing Stabilization Fund

Arthur Reade filed this article once Town Meeting warrant re-opened. Town has continuing need for technically affordable (under the State Act) and year-round (“YR”) housing. Various proposals have been made. 2/3 of the funds derived by the Town on the 6% local option portion of the Room Occupancy Tax, which now includes Short-Term Rentals (“STR”) since 2019, could be diverted to affordable housing purposes. This could provide a substantial revenue source. Furthermore, the people supporting that industry are large part of population that need housing. Exact mechanisms would need to be worked out but there is provision in State statute relating to this and it has been proposed or enacted at several areas on the Cape. The article relating to the Land Bank (“NLB”) fee is perhaps more controversial than this might be.

Brian Sullivan thanks him for the proposal

Penny Dey asks where the Select Board (“SB”) is in decision making process on how to allocate these funds.

Kristie Ferrantella explains that she, Tucker, Brian Turbitt, Denice from FinCom, Libby, and Town Counsel have been meeting to look at various options. There is an agenda item to discuss the allocation of the funding on tomorrow night’s SB Agenda. That recommendation is a line item in the Town Budget of \$475,000 and an over-ride article for \$7.5 million for Safe Harbor maintenance. This will be discussed tomorrow night.

Penny Dey asks what total from room occupancy tax was in 2019.

Kristie not sure but there was up about \$5 million compared with last year.

Brian Sullivan yes, it was about a \$5 million gain and the total was nearly at or over \$7 million.

Penny Dey so accurate that roughly \$5 million is generated from STRs of private homes.

Brooke Mohr the budget as proposed originally by Town Administration included an increase of lodging tax into the General Fund up from \$1.9 million last fiscal year to in excess of \$4 million this fiscal year. There was clear intention to funnel STR bump into the General Fund, not directing it towards affordable housing. Believes the only mechanism for locking STR funds into specific purpose is through stabilization fund and you have to go to Town Meeting (“ATM”) to get the money out, creating a level of inflexibility for the Trust as to ready access. We could have an article to that effect at every ATM rather than delaying a particular project until the money is released.

Arthur Reade Brooke is right that the State Statute requires that these funds be held in a stabilization fund subject to the mechanism of ATM. We could have an annual vote. Point is to get funds directed to this purpose.

Brian Sullivan asks Atty. Reade if this would be in perpetuity

Arthur Reade This should be treated as an ongoing need.

Penny Dey asks if this article would require a Ballot confirmation.

Arthur Reade does not think so

Brian Sullivan is it a majority or a 2/3 vote?

Arthur Reade believes it is a majority vote

Ken Beaugrand believes that the original intent in the 6% STR tax legislation was to have it dedicated

towards affordable housing. If true, that would be supportive of this.

Arthur Reade it would go to the General Fund if no other action is taken by the Town. There are other purposes which have their own stabilization funds.

Penny Dey why don't we ask for the full percentage to go towards affordable housing?

Arthur Reade the 2/3 figure is arbitrary. Some of the funds have been used for the General Fund and Visitors Services. We don't want to completely wipe that out as they are relevant to the business being taxed.

Julia Lindner speaking as Exec. Director for ACK*Now. One of our initiatives is a bylaw to regulate STRs. We are trying to limit number of investors purchases homes to run STR businesses. Recalls her presentation on merits of their proposal at previous Trust meeting. Mr. Reade filed his article since she presented their position in January. It is imperative that we fund affordable housing and that it be part of the Town's budget. If you attach this directly to lodging tax, you are effectively creating an unhealthy dependency. The rise of investors running STRs is causing some of the pressure on housing. This would be tying the problem to the solution. We agree that STRs should be part of the picture, but we feel there is a better solution. Additional lodging tax and other revenue streams go to the more stable General Fund. The Trust and community would be better served by dedicating a stable amount from the General Fund every year. Clarifies that the Town has relied on rental and lodging tax as a whole in its budget. It is not on a specific line item such as Visitors Services but goes into the General Fund.

Arthur Reade we will be having further discussions with the Trust and other groups. A lot of interesting questions raised today. We all need to be working on this.

Brian Sullivan asks that we carry this forward to a future agenda.

VII. Housing Production Plan – UPDATE

- Housing Survey available on the Town website – Affordable Housing Trust webpage: <https://nantucket-ma.gov/184/Affordable-Housing-Trust>
- Open until February 12th, 2021

Tucker Holland We are in midst of work with consultants. Survey is out and live accessible through Trust page on the Town website. It is open until 2/12, and available in English, Spanish, and Portuguese. 450 people have completed it. We are in process of signing people up for 6 different focus groups. 48 slots available, of which 29 are filled thus far. A reminder is going out today. Anticipates full house for those. Following the survey work and the focus groups, the next session with the consultants will be March 23rd for the 2nd Webinar when we will share some of the ideas and findings that have been generated up to that point.

Brian Sullivan we updated our 2021 Meeting Schedule on the webpage.

VIII. Housing Bank Bill - UPDATE

Brian Sullivan Allyson had asked that we give overview and update on status of this. MV Times has recently written some articles related to it.

Tucker Holland We originally submitted this Bill about 5 years ago through Home Rule Petition process. 3 most recent ATM votes were unanimous in support of the measure. The Bill mimics the Land Bank Enabling Act and, if passed, would provide an ongoing revenue stream of 1/2 % on real estate transactions over \$2 million, paid by the seller. Many have advocated and testified up at the State House. It has progressed with some favorable recommendations along the way. Since we initiated our measure, other communities have jumped on board in this last year, including Boston, Somerville, Provincetown, Concord, Brookline and others. Mass. Assn. of Realtors targeted and fought the Bill. Our approach is now strength in numbers and there is a Transfer Fee Coalition that would allow communities to opt in such that if one of the versions out there were passed, it would allow us latitude

to do what we intended. There are various schools of thought amongst legislators. The Coalition has set a threshold level at the median home price in given community. Our Representative, Dylan Fernandes, and others are proposing an alternate version referred to as the ‘luxury version’ which would fit with what we are trying to do. There is increasing activity around passage of a transfer fee in support of housing. 25 people across Commonwealth actively engaged in steering committee. Martha’s Vineyard has hired a full-time person with strong community organizing experience to focus on passage of this. Tucker spoke with her, Laura Silver. We will be participating in call next week with the Cape & Islands Coalition and other regional housing representatives to talk to the legislature about our housing priorities. The Governor’s Housing Choice Legislation passed during the prior session. It makes it easier to pass zoning that supports creation of affordable housing. Specifically, most bylaw changes require a 2/3 vote but now, if it is related to housing, the threshold is simple majority. We already have had numerous aspects to our Zoning By-law that are helpful to housing. We need to turn our attention from zoning to funding to address the issue effectively. There will be a push in this session to see some form of Housing Transfer Fee pass the legislature. It will be introduced in the House at start of this session and simultaneously introduced in the Senate. Several Senators are competing to be the one Senator who can sponsor the Bill. We may end up with Senator Joe Comerford (Franklin Co.) as our Senate sponsor.

Tobias Glidden asks Tucker if he knows if the \$1 million would be tied to inflation.

Tucker Holland Dylan Fernandes is working on draft he will submit. New legislation needs to be submitted by 2/19. We are meeting with him next Thursday and will meet with Cape and Island delegation the next day. We are waiting to see his draft.

Ken Beaugrand thinks the \$1 million is a threshold as opposed to being a cap.

Tobias Glidden with inflation over next 20 years, we might see values go up. Thinks we should tie this to inflation. 10 years from now, \$1 million may not be a lot for a house.

IX. Land Bank Donation – Rowland Building

Tucker Holland recaps the matter as discussed in prior meetings and structure of the deal as to who bears what costs for move and site work. We are contemplating moving to 7 Amelia Drive. Since last discussion, Brian Turbitt has connected with Vertex, the Town’s on-call OPM (Owner’s Project Manager) to assess management of this move to meet NILB time table. They have clarified that it is important that the building be moved by June 15th. They have indicated that if the building cannot be moved by then, they would still donate the house without the \$87,000 grant towards cost of the move. We have had input from Erika (Mooney) re. getting Over the Road Permits. At this point, we are still not certain it can happen by June 15th.

Reema Sherry asks if Toscana can do it by the date.

Tucker Holland NILB originally reached out to Toscana so thinks yes but we need the OPM to ensure that it can all be coordinated.

Brian Sullivan there was some discussion at prior meetings about a proposal that 1st fl. would be office space with subterranean and 2nd fl. Apartments. There was some concern about lower level apartment. Tucker Holland not essential to determine that at this stage. The new roadway that will connect Amelia to Waitt Drive will go right by this building. It will have relatively high visibility. There may not be another 1st fl. residential situation on that street. There is a case to be made that keeping the 1st floor as office or residential makes sense for a few reasons. The Board needs to determine if we want to set up this ‘fish bowl’ situation which would be a challenge for privacy. The architect assessing the feasibility of this felt that a more private living situation could be created in below grade level.

Eleanor Antonietti points out that in CN (Commercial Neighborhood) zoning, no more than 50% of the first floor can be residential use.

Dave Iverson we are trying to get away from below grade dwellings (“DU”).

Allyson Mitchell what will be layouts of the other DUs we plan for the site? We need a vision for the overall development of the lot.

Brooke Mohr what is logic of not funding the move if we cannot meet their deadline

Ken Beaugrand the NILB Board feels it's important to have area available for public to access this summer.

Penny Dey if we are serious, to get it permitted and done by June 15th we need to move quickly.

Brian Sullivan concerned about location and full build out of this site. Wants to find way to repurpose this building but may not be suited to this site. Concern about subterranean apartment.

Dave Iverson smart to hone in on what cost per unit will be. We need to look carefully at whole lot and we need to get RFP. We might do better with different approach.

Reema Sherry Would hope that the NILB would be more understanding that their June 15th deadline might be highly unreasonable given procurement hurdles. May be worth going back to them.

Ken Beaugrand they have numerous others who are interested in the building. We need to make decision based on what is best for the Trust.

Tucker Holland thinks we will have input from the OPM to address questions raised today.

Tobias Glidden encourages the Trust to take advantage of this opportunity. If it fits, go for it and make it happen. The NILB has made an effort to work with the Trust. Don't wait around.

Meghan Perry agrees with Tobias. Fish or cut bait. You need to make a decision.

Brooke Mohr we are between a rock and hard place due to time frame not allowing us to do adequate financial assessment. We have to balance timeline with our fiduciary responsibility. We could equally be criticized for either accepting or not accepting.

Dave Iverson asks Tucker where we are in the process.

Tucker Holland The on-call OPM is going to prepare an RFP after assessing our ability to meet the time table along with ability to procure the required work specific to moving this structure to 7 Amelia Drive. They know we need to make a determination about moving forward rapidly. Not sure determining what the remainder of the development of the site is critical. Cannot imagine that the cost per unit would be less than repurposing this donated building. We can figure out the layout later. Thinks it would be good to make it happen but does share the concern about the time table.

X. Financial DISCUSSION

Tucker Holland resuming previous discussions about upcoming funding plans, work group has determined that recommended funding would come from Town's ordinary and over-ride funding to meet various program requirements outlined in the Spreadsheet on Pages 100-103 of Packet. Over 3-4 year period, it accumulates to roughly \$3-4 million. Best approach is to support \$475,000 operating budget with one over-ride for \$7.5 million for Safe Harbor maintenance. We need to know that we could count on it to do projects in pipeline whether or not it would be spent next year. This is on Agenda for tomorrow's SB meeting. This would allow us to do work that we need to do over next year including going to CPC in the Fall and hitting up other sources for ongoing reliable funding. We need to know where voters think ongoing funding should come from.

Kristie Ferrantella we have confirmation from Town Counsel that CPC funds must go to 100% AMI or less. They are looking at Special Act to see if we increase that. We need to look at variety of options. Brian Sullivan clarifies that this involves a one-time \$7.5 m. over-ride with \$475,000 this year and \$7.5 million would be restricted to 200% AMI.

Tucker Holland Any expenditures over \$100,000 require SB approval.

Kristie Ferrantella we are asking for the \$475,000 to be a yearly line item.

Tucker Holland this would include additional staff person and an allocation for office expenses.

Brooke Mohr borrowing authorizations cannot be used for admin or office space. Important that that is available every year to cover those expenses.

Kristie Ferrantella asks that Board members let her know if there is anything for her to relay back to SB.

Julia Lindner asks for clarification as to whether the over-ride for \$7.5 million in 2023 is a one-time over-ride or in perpetuity.

Tucker Holland one-time over-ride

Julia Lindner suggests describing this as a capital over-ride to avoid misleading people into thinking it would be repeating.

Tobias Glidden How many units are on SHI list? If we are going to present this to SB and the public, suggests reminding them of what we have done and how many more we need and want to create.

Kristie Ferrantella this is meant to line us up to be at our 10% by 2025. Having a visual for the community is good idea.

Brian Sullivan asks Tucker if the Communications Group can work on that.

Brooke Mohr will help.

Tucker Holland this will be the recommendation we will present to SB tomorrow night. It would be helpful to have a vote to show the SB that Trust supports this recommendation.

Brooke Mohr **moves that the Trust recommends that the Trust supports this recommendation.**

Reema Sherry seconds.

ROLL CALL of those participating:

- | | |
|------------------------|-----|
| 1. Brooke Mohr | Aye |
| 2. Reema Sherry | Aye |
| 3. Dave Iverson | Aye |
| 4. Penny Dey | Aye |
| 5. Allyson Mitchell | Aye |
| 6. Kristie Ferrantella | Aye |
| 7. Brian Sullivan | Aye |

The motion carried unanimously.

XI. Other Business

▪ Next Meetings

- Special February meeting: Tuesday, February 8, 2021 at 1:00pm
- Regular February meeting: Tuesday, February 16, 2021 at 1:00 pm

XII. PUBLIC COMMENT (for items not otherwise on the agenda)

NONE

XIII. BOARD COMMENTS

NONE

XIII. Executive Session, Pursuant to MGL C. 30A § 21(A)

- Purpose 6: To consider the purchase, exchange, lease or value of real property where an open meeting may have a detrimental effect on the negotiating position of the public body.

Specific matter requires confidentiality.

The **MOTION** was made by Brooke Mohr and seconded by Reema Sherry to **go into executive session** to consider the purchase, exchange, lease, or value of real property where an open meeting

may have a detrimental effect on the negotiating position of the public body, and not return to open session.

ROLL CALL of those participating:

1. Brooke Mohr Aye
2. Reema Sherry Aye
3. Dave Iverson Aye
4. Penny Dey Aye
5. Allyson Mitchell Aye
6. Kristie Ferrantella Aye
7. Brian Sullivan Aye

The motion carried unanimously.

XIV. Adjourn

Open Session Meeting ended at 2:26pm

Submitted by:

Eleanor W. Antonietti

DRAFT

AHT MEETING

2/11/2021

AGENDA ITEM IV

REQUEST FROM NHA PROPERTIES INC.

31 FAIRGROUNDS ROAD

MASSACHUSETTS QUITCLAIM DEED

I, **Shirley Louise Coffin Spencer, Trustee of the Coffin Family Nominee Trust** udt dated February 11, 2005, recorded at Book 875, Page 154 at Nantucket Deeds, with a mailing address of PO Box 285, Nantucket, MA 02554

for consideration paid in the amount of Three Million Six Hundred Thousand (\$3,600,000.00) Dollars

GRANT to

NHA Properties, Inc., a Massachusetts not for profit corporation, with a mailing address of 75 Old South Road, Nantucket, MA 02554

with QUITCLAIM COVENANTS,

That certain parcel of land together with all improvements thereon situated in Nantucket Town and County, Commonwealth of Massachusetts, known and numbered as **31 Fairgrounds Road**, bounded and described as follows:

SOUTHEASTERLY	by Fairgrounds Road, two hundred thirty-two and 51/100 (232.51') feet;
SOUTHWESTERLY	by land now or formerly of L. & L.M. Tedeschi, one hundred forty-nine and 81/100 (149.81') feet;
SOUTHEASTERLY	by land now or formerly of L. & L.M. Tedeschi, thirty-nine and 11/100 (39.11') feet;
SOUTHWESTERLY	by land shown as Lots 20 and 21 on two courses on plan hereinafter mentioned, one hundred ninety-seven and 44/100 (197.44') feet;
NORTHWESTERLY	by land now or formerly of W.R.J. Lothian, Trustee, one hundred eighty and 75/100 (180.75') feet;

NORTHEASTERLY	by lands now or formerly of Craddock and now or formerly of Vigil, sixty-six and 36/100 (66.36') feet;
NORTHWESTERLY	by land now or formerly of J. & L. Vigil, ninety-eight and 41/100 (98.41') feet; and
NORTHEASTERLY	by land now or formerly of W.F. Puder, Trustee, three hundred twelve and 70/100 (312.70') feet.

Being shown as Lot 22 on plan dated July 8, 2008 by Charles W. Hart and Associates, Inc., Professional Land Surveyors recorded as Plan No. 2017-72 In Nantucket Deeds.

For title, see Deeds recorded at Book 1057, Page 80, being a portion of the premises described therein, and Book 875, Page 152 at Nantucket Deeds.

Said property is subject to and has the benefit of the following:

- (a) Real estate taxes for Fiscal Year 2021 and future periods.
- (b) Rights of others, including the public, in and over any portion of the premises within Fairgrounds Road.
- (c) Provisions set forth in Approval of Special Permit dated December 14, 2020 recorded January 8, 2021 at Book 1794, Page 248 at Nantucket Deeds.

The grantor hereby certifies that no beneficiary of the Trust resides in the property as a principal residence or has a spouse or civil union partner or a former spouse or civil union partner who occupies or intends to occupy the property 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.

Pursuant to M.G.L. c. 188 § 10. (a) (4), the execution of this Deed by the Trustee of the Trust does terminate and release any estate of Homestead in the property.

WITNESS MY HAND AND SEAL this _____ day of February, 2021.

Shirley Louise Coffin Spencer, Trustee
Coffin Family Nominee Trust

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this ____ day of February, 2021, before me, the undersigned, a Notary Public, in and for said state, appeared the above named **Shirley Louise Coffin Spencer**, (a) ☐ personally known to me, or (b) ☐ proved to me through satisfactory evidence of identification, which was, _____ (type of identification), to be the person(s) whose name(s) is/are signed on the preceding or attached document and acknowledged to me that **she** signed it voluntarily as her free act and deed for its stated purpose as trustee aforesaid.

Notary Public
My Commission Expires:

TRUSTEE'S CERTIFICATE PURSUANT TO M.G.L. c. 184, Section 35

Name of Trust: **Coffin Family Nominee Trust**

I, **Shirley Louise Coffin Spencer**, Trustee of the Coffin Family Nominee Trust udt dated February 11, 2004 recorded at Book 875, Page 154 at Nantucket Deeds, certify as follows:

- (1) I, **Shirley Louise Coffin Spencer** am the current Trustee of the Trust.
- (2) I am duly authorized to execute and deliver instruments as set forth in Paragraph 2.1 of said Trust and pursuant to Paragraph 2.2:

"Every agreement, lease, deed, mortgage, note or other instrument or document executed or action taken by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required by Paragraph 2.1, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof or of the taking of such action this Trust was in full force and effect, that the execute and delivery thereof of taking of such action was duly authorized, empowered and directed by the Beneficiaries." I have been duly authorized by the beneficiary of the Trust to sell the property at 31 Fairgrounds road, Nantucket, MA 02554 for consideration of \$3,600,000.00.

- (3) There are no facts which constitute conditions precedent to acts by the trustee or which are in any in any other manner germane to affairs of the Trust.

Executed, as a sealed instrument under the pains and penalties of perjury on February ____, 2021

Shirley Louise Coffin Spencer, Trustee

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this ____ day of February, 2021, before me, the undersigned, a Notary Public, in and for said state, appeared the above named **Shirley Louise Coffin Spencer**, (a) ☐ personally known to me, or (b) ☐ proved to me through satisfactory evidence of identification, which was, _____ (type of identification) to be the person whose name is signed on the preceding or attached document and acknowledged to me that **she** signed it voluntarily for its stated purpose as trustee aforesaid.

Notary Public
My Commission expires:

Settlement Statement

Your Order Summary

FILE #	2021-749	PROPERTY ADDRESS	31 Fairgrounds Road Nantucket, MA 02554	LOAN #	
PREPARED	02/08/2021			TITLE BY	Cohen & Cohen Law PC
SETTLEMENT	02/10/2021	BUYER	Fairgrounds Commons LLC PO Box 23 Nantucket, MA 02554	OUR ADDRESS	PO Box 786/34 Main Street, 2nd Floor Nantucket, MA 02554
DISBURSEMENT	02/10/2021			OUR PHONE #	(508) 228-0337
SETTLEMENT LOCATION	PO Box 786/34 Main Street, 2nd Floor Nantucket, MA 02554	SELLER	Shirley Louise Coffin Spencer, Trustee of Coffin Family Nominee Trust dated February 11, 2006	ATTORNEY	Jennifer Cohen
		LENDER	Affordable Housing Trust Fund		

Charges

SELLER DEBIT	SELLER CREDIT	PRIMARY CHARGES & CREDITS	DEBIT	CREDIT
	\$3,600,000.00	Purchase Amount	\$3,600,000.00	
		Deposit		\$88,750.00
		--Principal amount of new loan(s) \$6,750,000.00		
		Draw Amount		\$550,000.00
		HN Grant (Estimate)		\$3,627,684.09
\$88,750.00		Excess deposit		
		Land Bank Fee Credit		\$72,000.00
SELLER DEBIT	SELLER CREDIT	PRORATIONS & ADJUSTMENTS	DEBIT	CREDIT
	\$1,412.12	City/Town Taxes 02/10/2021 to 07/01/2021	\$1,412.12	
	\$21.97	County Taxes 02/10/2021 to 07/01/2021	\$21.97	
SELLER DEBIT	SELLER CREDIT	COMMISSIONS	DEBIT	CREDIT
		Atlantic East RE - POC by seller \$144,000.00		
SELLER DEBIT	SELLER CREDIT	RECORDING FEES & TRANSFER TAXES	DEBIT	CREDIT
		Transfer taxes	\$72,000.00	
\$16,416.00		State tax/stamps Deed \$16,416.00 Mortgage \$ to Nantucket Registry of Deeds		
		MTG	\$205.00	
		Affordable Housing DD Restriction	\$105.00	
		Deed	\$155.00	
\$105.00		Trustee Certificate		
SELLER DEBIT	SELLER CREDIT	TITLE CHARGES	DEBIT	CREDIT
		Title services and lender's title insurance	\$6,475.00	
		Owner's title insurance to Old Republic National Title Insurance Company	\$14,225.00	
		--Lender's title insurance to Old Republic National Title Insurance Company \$6,475.00		
		Title - MLC fee	\$25.00	
		Title - Courier Fee	\$60.00	

SELLER DEBIT	SELLER CREDIT	MISCELLANEOUS CHARGES	DEBIT	CREDIT
		Personal Representation	\$5,000.00	
\$1,919.71		FY'21 \$3&4 RE		
\$30.02		FY'21 \$3&4 PP		
		Billy Cassidy - Deposit Reimbursement	\$78,750.00	
		Billy Cassidy - 1st Payment on Constr. Loan Process	\$550,000.00	
		Coffin Family Nominee Trust	\$10,000.00	
SELLER DEBIT	SELLER CREDIT	TOTALS	BUYER DEBIT	BUYER CREDIT
\$107,220.73	\$3,601,434.09		\$4,338,434.09	\$4,338,434.09

CASH TO BUYER \$0.00

CASH TO SELLER \$3,494,213.36

See signature addendum

Signature Addendum

Acknowledgement

We/I have carefully reviewed this settlement statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of this settlement statement.

We/I authorize Cohen & Cohen Law PC to cause the funds to be disbursed in accordance with this statement.

Buyer	Seller
	Coffin Family Nominee Trust dated February 11, 2006
	By:
Fairgrounds Commons LLC, a Massachusetts Limited Liability Company	Shirley Louise Coffin Spencer, Trustee
Date	Date

Settlement Agency

Settlement Agent	Date

PROMISSORY NOTE

\$6,750,000.00

February ____, 2021

FOR VALUE RECEIVED, the undersigned, **NHA Properties, Inc.** ("Borrower"), a Massachusetts nonprofit corporation, having a mailing address at 75 Old South Road, Nantucket, Massachusetts 02554, promises to pay to the order of the **Town of Nantucket Affordable Housing Trust Fund**, a municipal affordable housing trust duly established under Chapter 44, Section 55C of the General Laws 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 (the "Trust"), having its usual place of business at 2 Fairgrounds Road, Nantucket, Massachusetts 02554, or at such other place as Borrower and the Trust may from time to time designate in writing, the principal sum of Six Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$6,750,000.00), with interest thereon as set forth herein.

The indebtedness evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith, duly recorded or to be recorded with the Nantucket County Registry of Deeds (the "Mortgage"), on the property located at 31 Fairgrounds Road, Nantucket, Massachusetts. As used herein, the "Property" shall mean the land with the buildings and other improvements situated or to be situated thereon, located at 31 Fairgrounds Road, Nantucket, Massachusetts.

1. Said Mortgage and Note are to secure Borrower's performance of and compliance with the terms and conditions of (a) a certain Grant and Loan Agreement by and between Borrower and the Trust (the "Grant and Loan Agreement"), incorporated herein by reference, whereby the Trust is providing the Borrower \$6,750,000.00 (the "Loan Funds") in the form of a loan at the rate of interest of one-half percent (0.5%) per annum, to construct twenty-two (22) units of affordable housing on the Property and to rent six (6) units of the Property in perpetuity to income eligible households earning less than eighty percent (80%) of the Area Median Income (the "AMI") as determined by the United States Department of Housing and Urban Development ("HUD") and sixteen (16) units to eligible households earning less than two hundred percent (200%) AMI subject to an affordable housing restriction in perpetuity to be held by the Town of Nantucket (the "Restriction"). All of the affordable housing units shall be eligible for the Town of Nantucket's Subsidized Housing Inventory.

2. The Borrower shall commence on the one-year anniversary of the issuance of the initial certificate of occupancy on the Property ("Commencement Date") to pay quarterly to the Trust a payment of principal and interest amortized to repay the Loan Funds plus accrued and unpaid interest, in fifty (50) years from the date hereof, which date shall be the maturity date of this Note (the "Maturity Date") and on which date the unpaid principal sum together with the accrued interest thereon shall be due and payable. This Note may be prepaid in full, without any discount, at any time without penalty, provided that no prepayment shall affect the obligations of the Borrower to construct the affordable housing units as set forth in the Regulatory Agreement entered into between the Borrower, the Trust and the Department of Housing and Community Development (DHCD).

3. The then-outstanding principal balance hereunder, and any interest accrued thereon, together with all other amounts payable to the Trust hereunder, and under the Mortgage (or the full amount of the Loan Funds, as set forth herein) shall, at the option of the Trust, become and be due and payable immediately upon the occurrence of an Event of Default, as set forth more particularly herein, the Grant and Loan Agreement, and the Mortgage.

4. It shall be an "Event of Default" if (a) Borrower sells or transfers the Property and or the Units to anyone other than an eligible household for rent or encumbers the Property or any part thereof other than a grant of a conservation restriction acceptable to the Trust on a portion of the Property, without the prior written approval of the Trust which may be withheld in its sole and absolute discretion, (b) Borrower defaults on any of its obligations under this Note, Mortgage or Grant and Loan Agreement, (c) Borrower fails to substantially comply with the terms and conditions of the affordable housing restriction, or (d) the filing of any petition under any federal or state bankruptcy statute, or the application for the appointment of a receiver or an assignment for the benefit of creditors of the undersigned, and the same is not cured within thirty (30) days from written notice from the Trust thereof. Borrower may, if it requests the same in writing within fifteen (15) days from the date of said notice of default, request the Trust to hold a hearing to review the reasons for Borrower's noncompliance, with Borrower having the opportunity to be heard.

5. In the event the Grant and Loan Agreement is terminated, any Loan Funds granted to Borrower that have not been expended by Borrower shall be returned to the Trust forthwith without further expenditure of such funds, unless the Grant and Loan Agreement is terminated as a result of negligent or intentional acts or omissions of Borrower, in which event, Borrower shall repay the Trust the full amount of Loan Funds paid to Borrower.

6. Any notice to Borrower provide for in this Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at the property address stated above, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

7. Borrower agrees that, notwithstanding anything herein to the contrary, in the event that Borrower owns the Property as of the Maturity Date and the Note has not been paid in full, Borrower shall grant the Lender a new mortgage on the Property, which shall encumber the Property for an additional fifty (50)-year period or less commencing on the Maturity Date (the "Extended Maturity Date").

8. Borrower shall pay on demand all costs and expenses, including costs of collection and attorneys' fees, incurred or expended by the Trust for the collection of this Note upon an Event of Default. All payments received by the Trust are to be applied first to costs and expenses accrued and unpaid, with the balance to principal. Borrower acknowledges that the loan evidenced by this Note is non-transferable.

9. No exercise of any remedy hereunder or under the Mortgage shall preclude any other or future exercises thereof. No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. Waive on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion. The holder hereof shall have the right after default to proceed directly against Borrower and/or against any portion of the security held therefor in such manner as the Trust may see fit.

10. As it is herein used, the term "Holder" shall mean the payee or other endorsee of this Note, who is in possession of it, or the bearer hereof, if this Note is at the time payable to the bearer. The provisions of this Note are binding on the heirs, executors, assigns, and successors of each and every party hereof. Notwithstanding the foregoing, this Note may not be assigned without the express written consent of the Holder.

11. This Note shall have the effect of an instrument under seal and shall be governed by the laws of The Commonwealth of Massachusetts. If any provision of this Note or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note, nor the application of such provision to any other party or circumstance shall be affected thereby, but rather the same shall be enforced to the maximum extent permitted by law.

[Signature page follows]

Executed under seal this ____ day of February 2021.

BORROWER:

NHA PROPERTIES, INC.

By: _____
Peter T. Kaizer, President

By: _____
Paul Wolf, Jr., Treasurer

748057v4NANT19710/0009

MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS

This Mortgage, Security Agreement and Assignment of Leases and Rents (this “Mortgage”) is made by **NHA Properties, Inc.**, a Massachusetts nonprofit corporation, having its principal place of business at 75 Old South Road, Nantucket, Massachusetts 02554 (the “Borrower”) in favor of **The Town of Nantucket Affordable Housing Trust**, a Massachusetts municipal affordable housing trust 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 its office at 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Lender”) as of the ____ day of _____, 2021.

I. Definitions. The following terms shall have the meanings assigned to them:

Land: The land and the buildings thereon located at 31 Fairgrounds Road, Nantucket, Massachusetts, as more completely described in Exhibit A attached hereto, and made a part hereof, together with all buildings and improvements, including fixtures, now or hereafter situated thereon.

Hazardous Materials: Any “chemical substances”, “hazardous or toxic substances”, “hazardous or toxic materials”, “hazardous or toxic wastes” and “oil,” as such terms now or hereafter are respectively defined under the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C., Section 9601 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Chapter 21E of the Massachusetts General Laws, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1321 et seq., the Federal Clean Water Act, 33 U.S.C. Section 1251, et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq., the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., or the Massachusetts Hazardous Waste Management Act, Chapter 21C of the Massachusetts General Laws or listed in the United States Department of Transportation Hazardous Materials Table

(49 C.F.R. 172.101), and the regulations promulgated under all of the foregoing, as all of the foregoing may from time to time be amended, or as similar such laws, rules, regulations, orders and decrees may now or hereafter be enacted; including, without limitation, asbestos, asbestos-containing materials, oil or other petroleum products, polychlorinated biphenyls (“PCB’s”), urea formaldehyde foam insulation (“UFFI”), lead paint and other toxic waste and substances including radon gas.

Loan:	The loan from Lender to Borrower described in the Grant Agreement and evidenced by the Note, as the same may be amended, modified, extended, renewed or restated.
Grant and Loan Agreement:	That certain Grant and Loan Agreement of even date between Lender and Borrower relating to the indebtedness evidenced by the Note, as the same may be amended, modified, extended, renewed or restated.
Loan Amount:	An amount not exceeding Six Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$6,750,000.00). [
Loan Documents:	Collectively, this Mortgage as well as each and every other document, instrument and agreement now or hereafter executed or delivered in connection with the indebtedness evidenced by the Note, as each may be amended, modified, extended, renewed or restated.
Mortgaged Property:	The Borrower’s fee title in the Land and the buildings now situated thereon or situated thereon in the future , together with all easements, rights of way, licenses, permits, privileges and covenants now existing or hereafter created for the benefit of Borrower or any subsequent owner or tenant of the Land, or any part thereof as well as all right, title and interest of Borrower in and to the land lying within any street or roadway adjoining the Land, and all machinery, equipment, appliances, furniture and other property of every type and nature as are or can by agreement be made a part of the realty as well as all fixtures of every type and nature, whether now owned or which may subsequently be acquired by Borrower.

Note: That certain Promissory Note of even date by Borrower to Lender in the maximum principal amount of the Loan Amount as the same may be amended, modified, extended, renewed, substituted or restated from time to time.

All capitalized words and phrases in this Mortgage which are not otherwise specifically defined above or elsewhere in this Mortgage shall have the same meaning as assigned in the other Loan Documents.

II. Grant of Mortgage. Borrower, for consideration paid, hereby mortgages, grants and conveys to the Lender **WITH MORTGAGE COVENANTS**, upon **STATUTORY CONDITION** and with the **STATUTORY POWER OF SALE** the Mortgaged Property to secure the payment, performance and discharge of each and every obligation, covenant and agreement of Borrower to Lender contained herein, in the Note, or in the other Loan Documents (collectively, referred to as the “Obligations”).

III. Grant of Security Interest in Personal Property. This instrument shall also constitute a security agreement under Article 9 of the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts and codified at G.L. Chapter 106 (the “Uniform Commercial Code”) Section 9-402. To secure the Obligations, Borrower hereby grants to Lender a continuing security interest in all personal property and fixtures of every kind and description now or hereafter owned by Borrower or in which Borrower has an interest (but only to the extent of such interest), situated or to be situated upon or used, or intended for use, in connection with the Land, together with any renewals, replacements or additions thereto or substitutions therefor, as well as all proceeds thereof, whether now or hereafter existing (collectively, the “Personal Property”). The Personal Property shall include, without limitation, the following:

1. **Equipment, Plans, etc.:** All of Borrower’s interest in and to all Equipment, Fixtures, Inventory, Goods, Accessions, materials, supplies, furnishings, Accounts, choses in action, contract rights, Documents, Instruments, Chattel Paper, plans and specifications, reports, studies, professional or technical work product, shop drawings, surveys, soil studies, permits, licenses, approvals, warranties and General Intangibles, located at, arising from, relating to, or used in connection with the Land;
2. **Proceeds:** All proceeds (including, without limitation, insurance and condemnation proceeds), as well as all interest earned thereon, paid for any damage done to the Land or for any portion thereof appropriated or otherwise taken by any governmental authority, agency, or entity;
3. **Rents and Contracts:** All of Borrower’s right, title and interest in and to any and all leases or other agreements for the use or occupancy of all or any portion of the Land and all rents, security deposits, guarantees and other proceeds and benefits of such leases and other agreements, as well as any sales contracts (including any deposit funds paid thereunder), in each case relating to or arising from the Land; and

4. **Escrows and Reserves:** All of Borrower's right, title and interest in any escrows or reserves established for the Project.

Unless otherwise provided herein, all capitalized terms in the foregoing subparagraphs shall have the same meanings as defined in the Uniform Commercial Code.

Lender shall have all the rights and remedies, in addition to those specified herein, of a secured party under the Uniform Commercial Code. Except for the security interest granted hereby, Borrower is, and as to any Personal Property acquired hereafter will be, the sole owner of the Personal Property, free from any lien, security interest, encumbrances, or adverse claims thereon of any kind whatsoever. Borrower shall notify Lender of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

IV. Borrower's Covenants, Warranties, Representations and Agreements.

Borrower covenants, warrants, represents and agrees with Lender, its successors and assigns, that:

1. **Performance of Obligations.** Borrower shall pay the principal of the Note and interest thereon as the same shall become due and payable and shall pay and perform all of the other Obligations.
2. **Protection and Maintenance.** Borrower will protect and maintain or cause to be protected and maintained in good order, repair and condition at all times (damage by casualty expressly not excepted) the buildings and other structures now standing or hereafter erected on the Land, and any additions and improvements thereto and the utility services, parking areas and access roads and all building fixtures, equipment and articles of Personal Property now or hereafter acquired and used in connection with the operation of the Land, promptly replacing any of the aforesaid which may become lost, destroyed or unsuitable for use with other property of similar character and quality.
3. **No Waste; Compliance with Law.** Borrower shall not commit or suffer any strip or waste of the Mortgaged Property, or any portion thereof, or any violation of any law, rule, regulation, ordinance, license, or permit, or the requirements of any licensing authority affecting the Mortgaged Property or any business conducted thereon, and shall not commit or suffer any demolition, removal, or material alteration of any of the Mortgaged Property (except for the replacement of fixtures and Personal Property in the ordinary course of business, so long as items of comparable value and quality are installed free and clear of liens in favor of any other party), and shall not violate or suffer the violation of the covenants and agreements, if any, of record against the Mortgaged Property, and in all respects, Borrower shall do all things necessary to comply with, and to keep in full force and effect, all licenses, permits and other governmental authorizations for the operation of the Mortgaged Property for its intended purposes.
4. **Insurance Coverage.** Borrower hereby covenant and agrees to maintain public liability insurance, flood hazard insurance, if applicable, all risk insurance, builder's

risk insurance, and such other insurance against such casualties or contingencies as may be reasonably required by the Lender in sums and in companies reasonably satisfactory to the Lender; provided the property insurance on the Mortgaged Property shall be for no less than the greater of (i) 100% of full replacement value thereof or (ii) the amount of the Loan. Prior to the commencement of construction of any improvements, to furnish Lender with a certificate of insurance evidencing a 100% builder's risk policy. The policy shall be converted to a standard mortgagee's policy upon completion of any construction. Such policy shall be made payable in case of loss to Lender, hereby appointing Lender attorney irrevocable, in case of breach hereof, if Lender shall so elect, to cancel or transfer such insurance and to retain any premiums or proceeds and to apply the same to the indebtedness secured thereby.

5. **Insurance Proceeds.** The proceeds of any hazard insurance and rent loss insurance shall, at the discretion of Lender, be applied to or toward the indebtedness or other Obligations secured hereby in such order as Lender may determine, provided, however that (a) if Lender shall require repair of that part of the Mortgaged Property so damaged by such insured hazard, or (b) if Borrower elects to repair that part of the Mortgaged Property so damaged by such insured hazard and so notifies Lender promptly after the occurrence of such loss, then, in either such event, Lender shall release to Borrower insurance proceeds paid to it upon such conditions as Lender may prescribe and Borrower shall apply all of such proceeds to the repair and restoration of the Mortgaged Property. Borrower shall promptly notify Lender upon the occurrence of any loss or claim, and, except with respect to amounts less than \$10,000.00, at Lender's option in each instance, Lender, to the exclusion of Borrower, shall have the right and authority to file any proofs of claim and negotiate any adjustment or settlement thereof. Each insurance company is hereby directed and authorized to remit all payments (including the return of unearned premiums) directly to Lender alone and not to Borrower or to Borrower and Lender jointly. Any and all such payments received solely by the Borrower shall be delivered to the Lender within five (5) business days of receipt. Notwithstanding anything in this Section 6 to the contrary, if the insurer denies liability to Borrower, Borrower shall not be relieved of any obligation under Section 3 of this Mortgage. If, however, Lender applies insurance proceeds to repayment of the Loan Amount and does not release the same to Borrower, the obligation of Borrower under Section 3 to repair, restore or rebuild shall be limited to taking all actions reasonably required to make the Mortgaged Property safe and in compliance with all legal requirements and to restore the undamaged portion to an economically functional unit to the extent that it is reasonably possible to do so.
6. **Eminent Domain.** In the event of any awards of damages on account of any condemnation for public use of or injury to the Mortgaged Property shall be paid to Lender; such awards shall, at the discretion of Lender, be applied to or toward the Obligations in such order as Lender may determine, provided however that (a) if Lender shall require repair of that part of the Mortgaged Property so damaged by such condemnation or (b) if Borrower elects to repair that part of the Mortgaged Property so damaged by such condemnation and Lender consents to such election, Lender shall release to Borrower a portion of the awards of damages paid to it upon

such conditions as Lender in its judgment may prescribe, and Borrower shall apply all of such proceeds to the repair and restoration of that part of the Mortgaged Property which remains, but not more than such portion of such awards as may be required to repair such damage or injury and restore the Mortgaged Property to whole shall be so released; and any balance remaining shall be applied by Lender to or toward the indebtedness and other Obligations secured hereby in such order as Lender in its discretion shall determine. Borrower shall promptly notify Lender upon the occurrence of any such award or condemnation proceeding or claim, and, at Lender's option in each instance, Lender, to the exclusion of Borrower, shall have the right and authority to file any proofs of claim and to negotiate any award or settlement thereof. Each governmental body is hereby directed and authorized to remit all payments to Lender alone and not to Borrower or to Borrower and Lender jointly. If Lender applies such awards to repayment of the Loan Amount and does not release the same to Borrower, the obligation of Borrower under Section 3 to repair, restore or rebuild shall be limited to the taking of all actions reasonably required to make the Mortgaged Property, or what remains thereof, safe and in compliance with all legal requirements and to restore the remaining portion to an economically functional unit to the extent that it is reasonably possible to do so.

7. **Lender's Rights to Deal with Borrower's Successors.** Lender may, without notice to any person, deal with any successor in interest of Borrower regarding this Mortgage and the Obligations in all respects as it might deal with Borrower, without in any way affecting the liability of Borrower or any successor in interest of Borrower; and no sale of all or any part of the Mortgaged Property, nor any forbearance on the part of Lender, nor any extension by Lender of the time for payment and performance of the Obligations, shall operate to release, discharge, modify, change, or affect the liability of any predecessor in interest to the equity owner at the time of such sale, forbearance, or extension.
8. **Payment of Taxes.** Borrower shall pay when due all taxes, assessments, and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged Property or any part thereof, or upon the rents, issues, income, or profits thereof or upon the lien or estate hereby created, whether any or all of said taxes, assessments, or charges be levied directly or indirectly or as excise taxes or as income taxes, including all payments of taxes or payments in lieu of taxes (collectively, the "Taxes"). The obligation to pay certain Taxes may be satisfied by payment to Lender of adequate reserves therefor pursuant to the Loan Agreement and timely submission to Lender of bills or invoices therefor as required under the Loan Agreement. The Borrower shall deliver to the Lender, upon request of the Lender, evidence of its payment by the Borrower of payment of Taxes.
9. **No Other Liens.** Borrower shall pay all sums which, if unpaid, may result in the acquisition of a lien of superior or inferior priority to the lien of this Mortgage, such payment to be made before such lien attaches (except that real estate taxes need not be paid prior to the due date thereof).
10. **Hazardous Materials and Environmental Legal Requirements.** Borrower shall comply with the following environmental requirements:

- A.** Borrower shall not store (except in compliance with all applicable laws, ordinances and regulations), or dispose of any Hazardous Materials at, upon, under or within the Mortgaged Property or any contiguous or adjacent land or property.
- B.** Borrower shall not directly or indirectly transport or arrange for the transport of any Hazardous Materials (except in compliance with all applicable laws, ordinances and regulations).
- C.** Upon learning of the presence, release or threat of release of any Hazardous Materials at, upon, under or within the Mortgaged Property, Borrower shall take all such reasonable action as shall be prudent in light of the severity of such presence, release or threat of release, including, without limitation the conducting of engineering tests (at the sole expense of Borrower) by an independent and reputable engineering firm or environmental consultant, (x) to assess the presence, release, threat of release or absence of any Hazardous Materials at, upon, under or within the Mortgaged Property and the potential cost in connection with any abatement, clean-up or removal of any of the Hazardous Materials found at, upon, under or within the Mortgaged Property, and (y) to contain and remove any such Hazardous Materials at, upon, under or within the Mortgaged Property.
- D.** Borrower shall notify Lender immediately in writing (x) upon Borrower's obtaining knowledge of any potential or known release, threat of release, discharge or discovery of any Hazardous Materials at, upon, under or within the Mortgaged Property or any contiguous or adjacent land or property; (y) upon Borrower's receipt of any notice to such effect from any government agency (and Borrower shall forward to Lender copies of all orders, notices, applications or other communications and reports in connection with any such matter); and (z) upon Borrower's obtaining knowledge of the incurring of any expense or loss by such governmental agency in connection with the assessment, containment or removal of any Hazardous Materials for which expense or loss Borrower may be liable or for which expense a lien may be imposed on the Mortgaged Property.
- E.** Upon reasonable notice and at reasonable times, except if the Lender determines that an emergency has occurred, in which case, inspection may be made at any time and without notice, the Borrower shall permit Lender, at Borrower's expense, to conduct environmental inspections, surveys or audits of the Mortgaged Property to the extent reasonably deemed necessary or appropriate by Lender in connection with protecting Lender's rights and interests in and to the Loan and the Mortgaged Property (but not more than once in any twelve (12) month period, unless the Lender believes that a release of Hazardous Materials on, onto, or from the Mortgaged Property has occurred, in which case, such inspection may be made in Lender's discretion). Lender's entry onto the Mortgaged Property for the limited purpose of investigating the presence or absence of Hazardous Materials on or in the vicinity of the Mortgaged Property (including, by way of illustration

and not limitation, verifying the character, quantity, location, migration, and sources thereof) or pursuing any Corrective Work (as hereinafter defined) shall not be deemed an entry for possession of the Mortgaged Property, and shall create no liabilities or obligations in Lender related to or arising from the ownership, possession, or operation of the Mortgaged Property.

- F. Borrower covenants and agrees, at its sole cost and expense, to indemnify, protect and save harmless Lender, and its directors, officers, agents, attorneys and employees (collectively, any “Indemnitee” or the “Indemnitees”) against and from any and all damages, losses, liabilities, costs and expenses of Corrective Work, obligations, penalties, fines, impositions, fees, levies, lien removal or bonding costs, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, attorneys’ and experts’ reasonable fees and disbursements) of any kind or of any nature whatsoever, including interest thereon pursuant to the Loan Documents and applicable statutes (collectively, the “Indemnified Matters”) which may at any time be imposed upon, incurred by or asserted or awarded against any Indemnitee and arising from or out of or attributable to or by reason of:
- i. any discharge of any Hazardous Materials, the threat of a release or discharge of any Hazardous Materials, or the presence of any Hazardous Materials at, upon, under, within or otherwise affecting the Mortgaged Property or any other contiguous or adjacent land or other property by reason of occurrences at, upon, under or within the Mortgaged Property, such contiguous or adjacent land or other property or other site or vessel, whether or not the same originates or emanates from the Mortgaged Property or such contiguous or adjacent land or other property;
 - ii. any costs of removal or remedial action incurred by any governmental agency, any response costs incurred by any other person, and damages to, destruction of, or loss of natural resources, including, without limitation, costs of assessing such injury, destruction or loss incurred pursuant to all applicable laws, ordinances or regulations;
 - iii. additional costs reasonably required to take necessary precautions to protect against the release of Hazardous Materials from the Mortgaged Property into the air, any body of water, any other public domain or any surrounding areas;
 - iv. costs incurred to comply, in connection with all or any portion of the Mortgaged Property or any surrounding areas, with all applicable laws, ordinances and regulations and any other environmental matters at, upon, under or within or otherwise affecting the Mortgaged Property or any contiguous or adjacent land or other property by reason of occurrences at, upon, under, within the Mortgaged Property or any contiguous or adjacent land or other property, including costs

related to nonperformance or delayed performance and completion of Corrective Work;

- v. liability for personal injury or damage arising under any statutory or common law theory, including, without limitation, damages for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity or operation on, at, under or within any of the Mortgaged Property or any land or other property contiguous or adjacent thereto;
- vi. any Indemnified Matter resulting from the presence of lead paint at the Mortgaged Property or arising directly or indirectly under the Massachusetts Lead Paint Law, G.L. c. 111, §190, et seq.;
- vii. any Indemnified Matter arising directly or indirectly from or out of the presence of UFFI at the Mortgaged Property;
- viii. any defense of any of the foregoing and the assertion by Borrower of any defense to its obligations hereunder (except the successful defense of actual performance not subject to further appeal);

whether any of such matters arise before, during or after foreclosure of any mortgage or other taking of title to all or any portion of the Mortgaged Property or other enforcement of the remedies and rights under the Loan Documents, by Lender or any affiliate of Lender (all removal work referred to in clause (b) above, all work and other actions to take precautions against release referred to in clause (c) above, and all work and other actions performed in order to comply with applicable laws, ordinances and regulations referred to in clause (iv) above shall be herein collectively referred to as “Corrective Work”).

Notwithstanding anything to the contrary contained herein, (a) the indemnifications provided for hereunder with respect to surrounding areas shall not extend to the costs of Corrective Work on, in, under or affecting any surrounding areas if the applicable Hazardous Materials did not originate from any portion of the Mortgaged Property unless the removal of any Hazardous Materials on, in, under or affecting any surrounding areas is required by law or by order or directive of any governmental agency in connection with the Corrective Work on, in, under or affecting any portion of the Mortgaged Property; (b) if Lender, or any affiliate, successor or assign of Lender takes title to the Mortgaged Property at a foreclosure sale, by deed in lieu of foreclosure, pursuant to other rights granted under any Loan Document or otherwise, or if a third-party takes title to the Mortgaged Property at a foreclosure sale, then the indemnifications provided for hereunder shall not apply to Hazardous Materials which are initially placed on, in or under all or any portion of the Mortgaged Property after the date Lender or such other party so takes title.

The indemnifications set forth above in this Section 13 shall be full recourse obligations of Borrower and shall not be subject to any nonrecourse language contained in the Note and shall survive the repayment of the Loan and any exercise by any Indemnitee of any remedies

under any Loan Document, including, without limitation, the power of sale, or any other remedy in the nature of foreclosure, and shall not merge with any deed given by Borrower to Lender in lieu of foreclosure or any deed under a power of sale. It is agreed and intended by Borrower and Lender that the indemnifications set forth above in this Section 13 may be assigned or otherwise transferred by Lender to its successors and assigns and to any subsequent purchaser of all or any portion of the Mortgaged Property by, through or under Lender, without notice to Borrower and without any further consent of Borrower. To the extent consent to any such assignment or transfer is required by law, advance consent to any such assignment or transfer is hereby given by Borrower.

In addition to Lender's rights to cure Borrower's defaults, Lender shall have the right to do all acts which in Lender's reasonable judgment are or may be necessary or advisable to prevent or respond to the release or threatened release of Hazardous Materials onto or from the Mortgaged Property.

11. Assignment of Leases and Rents. Borrower hereby transfers, assigns, delivers and grants to Lender as further security for the Obligations the entire Borrower's right, title and interest in (a) all leases, subleases, tenancies, and other agreements relative to occupancy of all or any portion of the Mortgaged Property, written or oral, recorded and unrecorded, now in existence and which may exist hereafter during the term of this Mortgage; (b) all rents, income and profits arising from said leases and any renewals, extension or substitutions thereof; (c) all rents, income and profits otherwise payable for the use and occupation of the Mortgaged Property, (d) all guarantees of said leases, and (e) all proceeds of the foregoing (collectively, the "Leases"). In connection therewith, Borrower agrees to confirm the foregoing assignment from time to time by executing assignments in form satisfactory to Lender and which authorize Lender in the event of foreclosure or deed or other transfer in lieu thereof, to sell and assign said interests to the purchaser(s), but no such assignment shall be construed as a consent by Lender to any lease or agreement so assigned, or to impose upon Lender any obligations with respect thereto. Borrower hereby irrevocably appoints Lender, or any agent designated by Lender, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge, and deliver any such assignments on behalf of Borrower.

The assignment of the Leases is made on the following terms, covenants and conditions:

- i. This assignment is an absolute assignment of the Leases from Borrower to Lender, provided, however, so long as there shall exist no Event of Default under the Loan Documents, Borrower shall have a license to manage and operate the Mortgaged Property and to collect, at the time provided in the Leases for the payment thereof, all rents, income and profits arising under the Leases and from the Mortgaged Property.
- ii. Upon and at any time after an Event of Default under the Loan Documents, Lender, without in any way waiving such default, may in its discretion without notice and without regard to the adequacy of the security for the Obligations secured hereby, terminate the aforesaid license and exercise any rights and remedies set forth in this Mortgage, including those set forth in Section 21.B. below, or in the other Loan Documents.

- iii. Upon full payment of all the Obligations, the assignment of the Leases shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Lender showing any part of the Obligations to remain unpaid or unperformed shall be and constitute conclusive evidence to third parties of the validity, effectiveness and continuing force of this assignment and any person is hereby conclusively authorized and directed to rely thereon. Borrower hereby authorizes and directs the tenants named in the Leases and any other or future tenants or occupants of the Mortgaged Property, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that an Event of Default exists thereunder, to pay over to Lender all rents, income and profits arising or accruing under that lease or from the Mortgaged Property and to continue to do so until otherwise notified in writing by Lender and hereby irrevocably waives any claim Borrower might have against any such tenants or occupants for rent or other amounts paid to Lender, reserving all Borrower's rights therein solely to a claim against Lender.
- iv. Upon the occurrence of an Event of Default under the Loan Documents and until Lender either (i) terminates Borrower's license to operate and manage the Mortgaged Property or (ii) chooses to reinstate such license if the Lender has waived such Event of Default in writing, any and all rents, income and profits received by Borrower from the Mortgaged Property shall be held in a segregated account in trust for Lender (the "Trust Fund Account") and shall not be combined with any other funds of Borrower. Such trust funds may be utilized by Borrower for reasonable maintenance and repair obligations and utility payments necessary or required under the Leases (but not for capital expenses, improvements or for payments of any management fees owed to any person or entity owned or controlled by or affiliated with Borrower), provided, however, that a detailed monthly accounting of all receipts and disbursements shall be delivered to Lender within ten (10) days after the end of each calendar month.
- v. Upon the request of Lender at any one time or from time to time, Borrower shall deliver all amounts contained in the Trust Fund Account (i) to Lender and the same shall be applied to the outstanding Obligations as provided in the Loan Documents, (ii) to any other party designated by Lender which has a lien on or claim to the Mortgaged Property, including, without limitation, the applicable municipal taxing authority with respect to unpaid water, sewer or real estate taxes, or any or any other lienor. In no event shall the exercise of any of the foregoing rights and remedies impair or affect any other rights or remedies which Lender may have under the Loan Documents or applicable law, whether to take possession of or directly collect the rents, income and profits from the Mortgaged Property, or otherwise and the Obligations and any existing Event of Default shall remain unmodified thereby.
- vi. In the event any tenant under any of the Leases is the subject of any proceeding under the federal Bankruptcy Code, as amended from time to

time, or any other federal, state or local statute which provides for the possible termination or rejection of any Lease assigned hereby, Borrower covenants and agrees that if any of the Leases are so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, in each instance, and any check and payment for termination or rejection of any such Lease will be made payable both to Borrower and Lender. Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender after an Event of Default, Borrower will duly endorse to the order of Lender any such check, the proceeds of which will be applied to the Obligations.

- vii. Without in any way limiting the rights of Lender to elect whether to affect a tenant's interest in the Mortgaged Property by joining any such tenant as a defendant in a judicial foreclosure action (if applicable), in the event this Mortgage is foreclosed, Lender shall have the right, in its discretion, to be exercised by written notice to the applicable tenant within thirty (30) days of the date title vests in the party who acquires title as a result of the foreclosure (the "Continuation Notice"), to elect (under the privity of contract established by the assignment of the Leases) to assume some or all of those Leases which are subordinate to this Mortgage and thereupon such Lease(s) shall remain in full force and effect and such tenant shall attorn to the owner of the Mortgaged Property notwithstanding the foreclosure of the superior lien of this Mortgage. In the event that Lender does not timely send the Continuation Notice as provided above and no recognition or nondisturbance agreement has previously been executed by Lender in favor of the applicable tenant(s), then Lender shall retain its rights under applicable law to treat such subordinate leases as terminated by virtue of the foreclosure. Lender's rights hereunder shall automatically be transferred to and may be exercised by any party acquiring title as a result of the foreclosure, as well as their successors and assigns.

12. Covenants Regarding Leases. Borrower covenants with Lender as follows:

- A. to observe and perform all the obligations imposed upon the lessor under every such Lease and not to do or permit to be done anything to impair the security thereof;
- B. not to collect any of the rents, income and profits arising or accruing under the Leases or from the Mortgaged Property in advance of the time when the same shall become due, except for security deposits and last month's rent taken in the usual course of business;
- C. other than as collateral given, or assignments made, to the Subordinate Lenders on or about the date hereof pursuant to the Subordinate Loans, not to execute any other assignment of the lessor's interest in the Leases or assignment of rents arising or accruing from the Leases or from the Mortgaged Property, unless approved in writing by Lender;

- D. not to reduce the rent or the term, or otherwise alter, modify or change the terms of the Leases so as to impair their value as security for the Obligations or, except in the case of a default by the tenant thereunder, cancel or terminate the same or accept a surrender thereof, or modify or terminate any guaranties of any Lease, without the prior written consent of Lender in each instance;
- E. not to subordinate any such Lease to any mortgage or other encumbrance or permit, consent or agree to such subordination without Lender's prior written consent in each instance;
- F. to pay to Lender forthwith all advance rent or amounts in lieu thereof received by Borrower to be held by Lender as additional collateral or applied after an Event of Default to the Loan Amount, interest thereon or any other amount due or to become due hereunder as Lender in its discretion shall determine; and
- G. at Lender's request, to assign and transfer to Lender any and all subsequent Leases upon all or any part of the Mortgaged Property and to execute and deliver at Lender's request all such further assurances and assignments in the Mortgaged Property as Lender shall from time to time require.

13. Lender's Right to Perform Borrower's Obligations. If Borrower shall neglect or refuse to satisfy any term or condition of this Mortgage or of any other Loan Document, Lender, at its election in each instance, but without any obligation whatsoever to do so, upon thirty (30) days' prior written notice to Borrower (except in the case of an emergency, in which event no advance notice shall be required), may cause such repairs or replacements to be made, obtain such insurance, pay such taxes, assessments, charges, and sums, do such acts, incur and pay such amounts in protecting its rights hereunder and pay any balance due under any conditional agreement of sale of any property included as a part of the Mortgaged Property, all as Lender in its discretion determines to be necessary or appropriate to satisfy any term or condition of this Mortgage which Borrower shall have failed to satisfy or to remedy any breach of such term or condition, and any amounts or expenses so paid or incurred, together with interest thereon from the date of payment by Lender at the rate as provided in the Note for amounts due after maturity shall be immediately due and payable by Borrower to Lender and until paid shall be secured by this Mortgage equally and ratably with the other indebtedness secured hereby, and the same may be collected as part of the principal debt secured by this Mortgage in any suit hereon or upon the Note or any other Loan Document. No such payment or action by Lender shall relieve Borrower from any default hereunder or impair the right or remedy of Lender with respect thereto.

14. Legal Expenses. If any action or proceeding is commenced, including an action to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding Lender is made a party by reason of the execution of this Mortgage or by reason of any Obligation, or by reason of entry or any other action under this Mortgage, or if it becomes necessary in connection with legal proceedings or otherwise to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken under this Mortgage, all

costs and expenses incurred by Lender, including all costs payable to third parties for the enforcement of Lender's rights under the Loan Documents whether incurred prior or subsequent to any judgment which may be obtained by Lender against any Obligor, shall be reimbursed or paid by Borrower, or may at the discretion of Lender be added to the Obligations and shall be secured hereby equally and ratably and shall bear interest until paid at the rate of interest provided in the Note for amounts due after maturity. Without limiting the generality of the foregoing, such costs and expenses shall include: (i) all reasonable attorneys' fees and costs (including the time of any in-house counsel for Lender charged at the same rate as comparable outside attorneys), (ii) appraisal fees, (iii) tax service fees, (iv) property inspection costs, and (v) environmental site assessment, consultant fees, remediation expenses, and related costs.

15. Subrogation. Lender shall, in addition to all other rights, be subrogated to the lien, whether released of record or taken by Lender by assignment, of any and all encumbrances on the Mortgaged Property or any part thereof to the extent satisfied or acquired with funds of Lender, whether paid out of the proceeds of the loan secured by this Mortgage or otherwise.

16. Events of Default. Upon the occurrence of any one or more (the "Events of Default"), all Obligations shall become immediately due and payable without further notice or demand, at the option of the Lender.

- A. The failure by the Borrower to pay, when due, any amount then owing by the Borrower to the Lender.
- B. The failure by the Borrower to promptly, punctually, and faithfully perform, discharge or comply with any of the Obligations within any applicable cure periods set forth in any of the Loan Documents executed in connection with this Loan.
- C. If any representation or warranty made by Borrower hereunder is false or misleading in any material respect.
- D. The occurrence of any event of default under any agreement or obligation between the Lender and the Borrower, given the Lender by the Borrower, including the Note, executed herewith, whether now existing or hereafter arising.
- E. If any lien or encumbrance other than this Mortgage is imposed upon the assets of the Borrower which lien is not discharged, satisfied or dissolved by bonding or in some other manner reasonably satisfactory to the Lender, within thirty (30) days of its imposition.
- F. The sale, transfer, assignment, pledge, mortgage or other disposition of any legal or beneficial interest of the Borrower in the Mortgaged Premises or any Unit to anyone other than an eligible household or any part of the Property thereof other than a grant of a conservation restriction acceptable to the Lender on a portion of the Property, without the prior written consent of Lender, which may be withheld in its sole and absolute discretion..

G. The filing of any petition under any federal or state bankruptcy statute, or the application for the appointment of a receiver or assignment for the benefit of creditors of the undersigned, and the same is not cured within thirty (30) days from written notice from the Lender thereof.

H. The termination of existence, dissolution, winding up or liquidation of the Borrower.

17. Rights and Remedies upon Default. Upon the occurrence of any Event of Default, or at any time thereafter, the Lender shall have all the rights of a mortgagee and a secured party under Massachusetts General Laws, in addition to which the Lender shall have all of the following rights and remedies:

- A.** To take possession of all or a portion of the Mortgaged Premises;
- B.** With or without taking possession of the Mortgaged Premises, to sell, lease or otherwise dispose of any or all of the Mortgaged Premises in its then condition or following such preparation or processing as the Lender deems advisable;
- C.** To apply all or any portion of the Mortgaged Premises, or the proceeds thereof, towards (but not necessarily in complete satisfaction of the Obligations;
- D.** Upon breach of the Statutory Condition, to exercise the Statutory Power of Sale;
- E.** To foreclose any and all rights of the Borrower in and to the Mortgaged Property, whether by sale, entry or in any other manner provided for hereunder or under Massachusetts General Laws.

18. Additional Rights of Lender upon Borrower's Default.

- A. Access for Foreclosure Purposes.** In the event Lender elects to exercise the Statutory Power of Sale hereunder, then during such time as Borrower remains in possession of the Mortgaged Property, Borrower agrees and covenants that Lender shall have access to the Mortgaged Property, or any portion thereof, during normal business hours for such purposes as Lender deems necessary or desirable for conducting or planning for the foreclosure sale, including, without limitation, inspections by surveyors, appraisers, and structural, environmental, and other types of engineers or building inspection professionals; pre-sale inspections of the Mortgaged Property by auctioneers and prospective bidders; and the conduct of the actual foreclosure auction itself on the Mortgaged Property . In connection with the exercise of any such access rights, Lender shall not be deemed to have "taken possession" of or otherwise be responsible for the operation or control of the Mortgaged Property, such access rights being limited in scope solely to effectuate the Statutory Power of Sale.
- B. Entry of Possession.** Borrower authorizes Lender, in addition to all other rights granted by law or by this Mortgage, upon an Event of Default, and without notice, to

enter and take possession of all or any part of the Mortgaged Property, either in its own name or in the name of Borrower, and to use, operate, construct, reconstruct, manage, and control the same and conduct the business thereof, and perform Borrower's obligations under any lease or contract of sale affecting all or any part of the Mortgaged Property, and/or collect the rents, profits, and all receipts of every nature therefrom, as Lender in its discretion shall deem best. To the extent received by Lender, Lender shall apply the rents, profits and receipts from the Mortgaged Property in such order of priority as Lender in its sole discretion may determine, to the Obligations or to the payment of any of the expenses described below.

- (i) Upon such entry, Lender may, from time to time, at the expense of Borrower, make all such repairs, replacements, alterations, additions, and improvements to the Mortgaged Property as Lender may deem proper, but in no event shall Lender be obligated to do so; and Lender may, but shall not be obligated to, exercise all rights and powers of Borrower, either in the name of Borrower or otherwise, as Lender shall determine. Without limitation upon the generality of the foregoing, Lender shall have the right to do all things necessary or desirable in order to keep in full force and effect all licenses, permits, and authorizations, which benefit the Mortgaged Property.
- (ii). Upon such entry, Lender may, at its option, but without any obligation to do so, do any one or more of the following: pay and incur all expenses necessary or deemed by it appropriate for the holding and operation the Mortgaged Property or the maintenance, repair, replacement, alteration, addition, and improvement of the Mortgaged Property, including, without limitation, payments of taxes, assessments, wages of employees connected with the Mortgaged Property or any business conducted thereon, charges and reasonable compensation for services of Lender, its attorneys and accountants, and all other persons employed or engaged in connection with the Mortgaged Property or any business conducted thereon; and, in addition, Lender, at its option, may, but shall not be obligated to, make payments or incur liability with respect to obligations arising prior to the date it takes possession.
- (iii.) Upon such entry, Lender may, at its option, but without any obligation to do so, do any of the following, either in its own name or in the name of Borrower pursuant to the power of attorney set forth below: enforce, modify, cancel or accept a surrender of any or all of the Leases; demand, collect, compromise and give receipts and releases for rents which may be or become due from any tenant under a Lease; receive, endorse and deposit for collection any checks given in payment of rent; institute, prosecute or settle any proceedings for the recovery of rents or possession; lease or rent the Mortgaged Property or any part thereof for such duration at such rentals and upon such other terms and conditions as Lender may deem advisable; and enforce or enjoin the violation of any of the terms, provisions and conditions of the Leases.
- (iv.) All obligations so paid or incurred by Lender shall be reimbursed or paid for by Borrower upon demand and prior to the repayment thereof shall be added

to the debt secured hereby and shall bear interest at the rate of interest provided for in the Note with respect to amounts due after maturity, and shall be secured hereby equally and ratably. Lender may also reimburse itself therefor from the income or receipts of the Mortgaged Property or any business conducted thereon, or from the sale of all or any portion of the Mortgaged Property. Lender may also apply to any of the Obligations, any tax reserve account, deposit, or any sum credited or due to Borrower from Lender without first enforcing any other rights of Lender against Borrower or against any endorser or guarantor of any Obligations or against the Mortgaged Property. Borrower hereby irrevocably constitutes and appoints Lender, or any agent designated by Lender, for so long as this Mortgage remains undischarged of record, as its attorney-in-fact, coupled with an interest and with full power of substitution, delegation and revocation, to execute, acknowledge, seal, and deliver in Borrower's name all instruments, agreements, deeds, certificates, and other documents of every nature and description in order to carry out and implement the exercise of Lender's rights hereunder and under the other Loan Documents.

19. Power of Sale. This Mortgage is upon the **STATUTORY CONDITION** and upon the further condition that no Event of Default shall occur, for any breach of which Lender shall have the **STATUTORY POWER OF SALE**.

In exercising its power of sale under this Mortgage, Lender may sell the Personal Property, or any part thereof, either separately from or together with the Land or any part thereof, either as one unit or in separate units, all as Lender may in its discretion elect; and may also sell the Mortgaged Property as one unit or parcel or in such separate units or parcels as Lender may in its discretion elect; and may so sell the Mortgaged Property or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for any Obligation, also as Lender may in its discretion elect. Without limiting the generality of the foregoing, Lender's statutory power of sale shall not be exhausted until all of the Land shall have been struck down at a foreclosure auction and the successful bidders have all accepted and recorded the resulting foreclosure deeds, it being expressly agreed that Lender shall have the power to foreclose upon and sell portions of the Land at different times or days if Lender so elects and Lender also may continue to auction the Land at any foreclosure sale even if the amounts previously struck down at prior foreclosure auction sales for other portions of the Land exceed the Obligations (provided Lender duly accounts for the excess proceeds in accordance with applicable law). In the event of any separate sale of the Personal Property, Lender will give to Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or other disposition.

20. Notices. Except for any notice required under applicable law to be given in another manner, any notice required or given under this Mortgage shall be sent by certified mail, return receipt requested, by hand delivery, and/or by recognized overnight courier addressed to the parties at the addresses set forth above, which address may be changed by written notice to the other party given in the manner herein provided.

21. Lender Not Obligated; Cumulative Rights. Nothing in this Mortgage shall be construed as obligating Lender to take any action or incur any liability with respect to the Mortgaged Property or any business conducted thereon, and all powers given to Lender are for its benefit and shall be exercised in Lender's discretion, as indicated herein. All of Lender's rights hereunder are cumulative and in addition to, and not in substitution for, the rights of Lender under all other Loan Documents.

22. Maximum Amount Secured. The maximum amount secured by this Mortgage shall include, but not be limited to, the total of all of the following items which may be outstanding at any time: the Loan Amount; accrued interest, charges, and fees under the Note; legal fees and costs; collection and foreclosure costs (including appraisals, environmental testing (and remediation, if necessary), brokerage commissions, receiver's fees, eviction costs, management and marketing fees and expenses, registry recording charges, deed transfer stamps and taxes, commercial advertising costs, and auctioneer fees); all taxes, utility payments, insurance premiums, maintenance costs, tenant improvements, rental incentives, or other amounts advanced by Lender for purpose of protecting or enhancing its security; all other Obligations of Borrower to Lender; and all other damages, costs, and expenses to which the holder of a mortgage is entitled under applicable law.

23. Receiver. Whether or not Borrower is then insolvent and whether or not any deficiency balance is anticipated, any rights of Lender hereunder may be exercised by a court appointed receiver. In connection therewith, such a receiver shall be appointed upon a petition, motion, or application filed by Lender with any court of competent jurisdiction and, effective after the occurrence of an Event of Default, Borrower hereby irrevocably consents to and approves, without prior notice or hearing, the immediate appointment of a receiver (in connection with a foreclosure action or otherwise) and waives any right to object thereto without regard to the value of the Mortgaged Property or the adequacy of any other Collateral.

24. Specific Performance. As the subject matter of this instrument involves Land which by its nature is unique, Borrower agrees and acknowledges that its failure to observe the provisions hereof will cause irreparable harm to Lender for which there is no adequate remedy at law and so the provisions hereof (including, without limitation, Sections 13 and 21) shall be specifically enforceable by Lender in a court of equity by injunctive relief.

25. Successors and Assigns. The Borrower's interest under the Note and this Mortgage may not be transferred, assigned or assumed without the written consent of the Lender. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective representatives, successors, and assigns. The terms "Borrower" and "Lender" as used herein shall include all subsequent holders of their respective rights, title, and interests under this Mortgage.

26. Miscellaneous.

- A.** Time shall be of the essence of each and every provision of the Loan Agreement, the Note, this Mortgage and each of the other Loan Documents.
- B.** The terms of this Mortgage shall be construed in accordance with the laws of the Commonwealth of Massachusetts. In case any of or more of the provisions of this Mortgage, the Note, the Loan Agreement, any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Lender to the fullest extent now or hereafter not prohibited by applicable law.
- C.** No consent or waiver, express or implied, by Lender to or of any default by Borrower shall be construed as a consent or waiver to or of any other default at the same time or upon any future occasion.
- D.** Upon the expiration of the term of the Note or upon proper payment of all sums secured by this Mortgage, the Lender shall discharge this Mortgage without cost to the Borrower. The Borrower is responsible for the recordation costs of the Discharge.

[Signatures on following page]

EXECUTED and delivered as a sealed Massachusetts instrument as of the day and year first above written.

BORROWER:

NHA PROPERTIES, INC.

By: _____
Peter T. Kaizer, President

By: _____
Paul Wolf, Jr., Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this __ day of _____, 2021 before me, the undersigned notary public, personally appeared Peter T. Kaizer and Paul Wolf, Jr, President and Treasurer respectively of NHA Properties, Inc. and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose and acknowledged the foregoing to be the free act and deed of NHA Properties, Inc.

Notary Public
My Commission Expires:

EXHIBIT A

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND

GRANT AND LOAN AGREEMENT FOR

NHA Properties, Inc.

This GRANT AND LOAN AGREEMENT (the “Agreement”) is made on this _____ day of _____, 2021, by and between 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 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Trust”), and NHA Properties, Inc., a Massachusetts nonprofit corporation having an address of 75 Old South Road, Nantucket, Massachusetts 02554 (the “Grantee”).

WITNESSETH:

WHEREAS, 31 Fairgrounds Common, LLC(the”Proposer” or the “Builder”) presented a proposal to the Trust for the funding for the acquisition of the property located at 31 Fairgrounds Road, Nantucket (the “Property”)and the construction of a 22-unit affordable housing project thereon (the”Project”) to be constructed by the Proposer. The Proposer has executed a Purchase and Sale Agreement dated March 20, 2020 and amended by Amendment to and Ratification of Purchase and Sale Agreement dated January 11, 2021 for the purchase of the Property and will assign its rights under the Purchase and Sale Agreement to the Grantee and will construct the permitted Project on the Property in accordance with the approved plans. The total price for the acquisition of the Property and the construction of the Project built as currently designed and permitted, inclusive of everything, except for furnishings is \$10,350,000.00. The Proposer has received a Special Permit frm the Nantucket Planning Board dated December 14, 2020, which is recorded with the Nantucket County Registry of Deeds in Book 1794, Page 248, for the development of the Project on the Property and will promptly apply for the approval of the plans with the Historic District Commission (the “HDC”). The Grantee is requesting a grant in the amount of \$3,600,000.00(the “Grant Funds”) for the purchase price to acquire the Property and its closing costs, and is requesting a loan in the amount of \$6,750,000.00 (the “Loan Funds”) for the sole purpose of constructing the Project thereon, which will be subject to a perpetual affordable housing restriction held by the Town of Nantucket, which loan will be secured by a mortgage on the Property;

WHEREAS, the vote of Article 28 of the 2019 Annual Town Meeting authorized the appropriation of funds for the Trust to develop affordable housing units in the Town of Nantucket, including the costs of acquiring the land and the construction of affordable housing units, provided the units are available to households with incomes of not less than 30% of the area median income of the Town of Nantucket(the “AMI”) or more than 200% AMI, as most recently determined by the United Sttes Department of Housing and Urban Development (“HUD”);

WHEREAS, the vote of Article 37 of the 2019 Annual Town Meeting authorized the appropriation of funds for the Trust to acquire land for affordable housing purposes, including the construction of the affordable housing units, provided the affordable housing units are available to households with incomes of not less than 30% AMI nor more than 200% AMI, as most recently determined by HUD, provided said units qualify for the Town's Subsidized Housing Inventory;

WHEREAS, the Trust reviewed the Proposal and request for a grant and loan and voted to award the grant to the Grantee for the amount not to exceed \$3,600,000.00 to be used for the purpose of the Grantee purchasing the Property to construct the Project, and to loan the sum of \$6,750,000.00 for the sole purpose of the Builder constructing the Project on the Property, subject to an affordable housing restriction on the Property to be held by the Town of Nantucket, and subject to the Trust and the Grantee entering into mutually acceptable promissory note and mortgage.

WHEREAS, the Trust now wishes to enter into an agreement with the Grantee to set forth the terms of the grant and the loan;

NOW THEREFORE, the Trust and Grantee agree as follows:

1. Funding. As appropriated by Articles 28 and 37 of the 2019 Town Meeting and approved by the Select Board, the Trust at a meeting held on _____, 2021 voted to grant to Grantee funds totaling \$3,600,000.00 (the "Grant Funds") on the condition that Grantee shall use the Funds only for the acquisition costs of the Property and for the purposes of the Project; and to loan to Grantee the sum of \$6,750,000.00 (the "Loan Funds") on the condition that the Grantee shall use the Loan Funds for the construction of the Project as set forth more particularly in the Proposal and this Agreement and then ratified its vote at their meeting on _____, 2021.
2. Conditions.
 - a) The Grantee shall acquire the Property and construct the Project in accordance with the approved plans and specifications showing in detail the location, layout and size of the units, the landscaping and all other improvements to be constructed on the Property commencing the work on the Project within two (2) months from the date of the execution of this Agreement (the "Commencement Date") and completing the Project within one (1) year from the Commencement Date, unless extended by the Trust for good cause. The builder of the Project, 31 Fairgrounds Commons (the "Builder"), will be responsible for obtaining the approval of the plans and specifications by HDC and by the Trust. In the event that the Builder is unable to procure the approvals of the plans and specifications of the approved Project within eighteen (18) months of this Agreement, then, the Trust at its option, may terminate the Agreement pursuant to Section 12.
 - b) Excess or unused Grant or Loan Funds will be returned to the Trust if the Project has not begun or the Project has not been completed as provided for in Section 2(a).

- c) Upon purchase of the Property, Grantee shall construct the Project on the Property for affordable housing purposes. The Grantee, the Town of Nantucket and the Department of Housing and Community Development (“DHCD”) shall enter into a Regulatory Agreement and Declaration of Restrictions on terms satisfactory to the Town, which shall require the Property to be used for affordable housing purposes in perpetuity, survive foreclosure of any mortgages and/or other liens encumbering the Property, and grant the Town the independent permanent right to enforce the terms thereof without regard to whether DHCD remains as a party thereto (the “Regulatory Agreement”). Six (6) of the units shall be rented to households whose annual income does not exceed eighty percent (80%) AMI as determined by HUD and sixteen (16) of the units shall be rented to households whose annual income does not exceed two hundred (200%) AMI. All the units must be included in the Town’s Subsidized Housing Inventory (SHI”). All mortgages and other liens on the Property shall be subordinate to the Regulatory Agreement.
 - d) The Grantee agrees that as security for the loan of the Loan Funds to the Grantee and as security for the performance of the Grantee’s obligations hereunder and the Regulatory Agreement, it shall grant to the Trust a fifty (50) year mortgage on the Property (the “Mortgage”), and shall issue the Trust a Promissory Note, both in form acceptable to Town Counsel, which Note shall have an interest rate of one-half percent (0.5%) per annum, to be discharged at the end of said fifty (50)-year term, notwithstanding any repayment of the Loan Funds, to ensure compliance with the affordability requirements in the Regulatory Agreement. The loan secured by said Mortgage shall be come fully due and payable, with interest at the rate of one-half percent (0.5%) per annum upon the occurrence of the following conditions, among others: (i) the Project is not constructed or is not rented in compliance with the Regulatory Agreement, or (ii) the Project is not completed by the Completion Date.
 - e) Grantee shall seek the approval of, and work closely with, _____ in the implementation of the Project.
3. Contact. Grantee shall identify in writing a contact person responsible for administration of the Project.
 4. Budget/Other Sources of Funding. Prior to the commencement of the Project, Grantee must submit a complete project budget to the Trust for its review and approval that accounts for (1) the expenditure of all funds awarded under this Agreement; and (2) the identity and amounts of all other sources of funding, if any, to complete the Project. If the Trust determines that the Loan Funds have been spent on goods and/or services not included in the Project budget, the Trust may withhold additional payments until detailed invoices are presented for review and approval by the Trust.
 5. Payments. The Trust shall not disburse any Loan Funds for the construction of the Project until the Grantee purchases the Property and its Deed and Mortgage to the Trust are recorded with the Nantucket County Registry of Deeds, and until the plans and specifications of the Project have been approved by the Grantee, the Trust and HDC.. The Trust shall have the right to ask for detailed invoices to supplement the payment requests. Prior to any payment,

the Trust shall have the right to enter the Property to inspect the work. No payment shall be made until the Trust reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the approved plans and specifications. The Loan Funds shall be disbursed to the Grantee who shall pay the Builder based upon the work completed and approved by the Town of Nantucket Building Inspector, in accordance with the Schedule outlined in Exhibit C of the Land Development Agreement between the Grantee and the Builder. If the cost of the Project exceeds the Loan Funds, such sums shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is more than the Loan Funds (the difference between the two amounts referred to hereinafter as the “Excess”), the Trust shall have no obligation to pay the Excess.

6. Liability of the Trust. The Trust’s liability hereunder shall be to make the payments specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 and 5 are followed, and the Trust shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Trust or any elected or appointed official or employee of the Trust, or their successors in office, personally liable for any obligation under this Agreement.
7. Indemnification. Grantee shall indemnify, defend, and hold the Trust and its officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys’ fees, arising out of or relating to Grantee’s performance of the Project, the condition of the Property, or the negligence or misconduct of Grantee or Grantee’s agents or employees.
8. Reports; Inspection. Grantee shall provide the Trust with progress reports at three(3)-month intervals beginning sixty (60) days from the date this Agreement is signed, for so long as the Loan Funds remain unexpended, and with final notification within thirty (30) days after the completion of the Project. The Trust shall have the right, upon reasonable request, to inspect the work of Grantee and the Proposer, including the right to enter the Property and the Trust reserves the right to review all final plans and the reasonableness of the scope of work items to be taken to accomplish the stated Project goals.
9. Public Records; Contract Documents. All documents relating to the Project, including, but not limited to, photographs, videos, etc., submitted to the Trust shall become the property of the Town and shall be available for use by the Trust and available by the public under the Massachusetts Public Records Law. The Contract Documents consist of this Agreement, the Proposal and all documents attached thereto, the Restriction, and plans approved by the Trust. The Contract Documents constitute the entire agreement between the parties concerning the Project.
10. Record Keeping. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Agreement as are kept in the normal course of business and such additional records as may be required by the Trust. Grantee further agrees to make these records available to the Trust upon request.

11. Assignment or Transfer of Property. Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Trust. In no event shall the Grantee sell, transfer, convey or otherwise dispose of the Property and/or the Units to anyone other than an eligible household for rent or encumber the Property or any part thereof other than a grant of a conservation restriction acceptable to the Trust on a portion of the Property, without the prior written consent of the Trust, which may be withheld in its sole and absolute discretion.
12. Termination. In the event Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Trust, and such failure is not cured within forty-five (45) days after the Trust has given written notice to Grantee specifying such failure, the Trust shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Trust shall be free to pursue any available rights or remedies, including without limitation, recapture of Loan Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 2, 5, 6, 7, 10, 12, and 13 shall survive said expiration or earlier termination. In the event that the Builder is unable to obtain approvals of the plans and specifications for the Project to be constructed pursuant to the Special Permit as set forth in Section 2 (a), then the Grantee shall, at the Trust's option, deed the Property to the Trust.
13. Return of Funds. In the event Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 12, any Grant Funds or Loan Funds granted to Grantee under this Agreement and not yet expended shall be returned forthwith to the Trust without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee or its agents, employees, contractors or invitees, Grantee shall be liable to repay to the Trust the entire amount of the Grant funds and Loan Funds provided under this Agreement, and the Trust may take such steps as are necessary, including legal action, to recover such funds. Any Grant Funds or Loan Funds so returned or recovered shall be placed in the Trust's account. In the event that the Trust takes legal action under this Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Agreement.
14. Compliance with Laws. Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter

by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

GRANTOR: TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

GRANTEE: NHA PROPERTIES, INC.

By: _____
Name: Peter T. Kaizer
Title: President

By: _____
Name: Paul Wolf, Jr.
Title: Treasurer

748618/v6NANT 19710/0009

TOWN OF NANTUCKET

AFFORDABLE HOUSING RESTRICTION

NHA Properties, Inc. (“Grantor”), a Massachusetts non-profit corporation, having an address of 75 Old South Road, Nantucket, Massachusetts, hereby grants, with Quitclaim Covenants, to the **Town of Nantucket** (the “Town”), a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554, and its successors and assigns, exclusively for the purpose of ensuring retention of housing for occupancy by low and moderate income households, the following described Affordable Housing Restriction (this “Restriction”) on certain property located at 31 Fairgrounds Road, Nantucket, Massachusetts, said land being described in Exhibit A attached hereto, and all improvements now or hereinafter located thereon (collectively, the “Property”).

RECITALS

WHEREAS, the Town of Nantucket Affordable Housing Trust Fund, a Massachusetts 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 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554(the “Trust”), pursuant to the votes taken under Article 28 and Article 37 of the 2019 Annual Town Meeting which appropriated funds for the grant and loan of funds by the Trust for purposes of acquiring, creating and developing affordable housing purposes for low and moderate income households, granted funds in the amount not more than Three Million Six Hundred Thousand Dollars (\$3,600,000.00) (the “Grant Funds”) to the Grantor for the acquisition of the property at 31 Fairgrounds Road, Nantucket (the “Property”), for the construction of a twenty-two (22) unit affordable housing project thereon(the “Project”);

WHEREAS, the Trust loaned to the Grantor a sum of money not to exceed Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000.00) (the “Loan Funds”) for the sole purpose of constructing the Project thereon;

WHEREAS, said Grant and Loan Funds were granted to Grantor for affordable housing purposes, namely, to acquire the Property and construct twenty-two units of housing, to rent to low and moderate income households, and to grant the Town an affordable housing restriction on the Property pursuant to G.L. c.44, §12(a), to ensure that the Property and the units are used for low and moderate income housing purposes in perpetuity, by entering into a Regulatory Agreement between the Grantor and the Town and the Department of Housing and Community

Development (“DHCD”) in a form approved by DHCD(said agreement, as defined more particularly herein, the “Regulatory Agreement”);

WHEREAS, since Grantor will enter into the Regulatory Agreement with the Town at a later date, the Town wishes to impose on the Property, and Grantor is amenable to granting to the Town, the covenants, promises and restrictions set forth herein, which shall run with the Property and bind Grantor’s successors and assigns during the term set forth herein.

NOW, THEREFORE, the Town and Grantor, in consideration for the Grant and Loan Funds, agree to the following:

1. Grantor shall use the Grant and Loan Funds for the purpose of purchasing the Property and constructing a total of twenty-two housing units with complete living facilities including, but not limited to a stove, refrigerator, kitchen cabinets, and plumbing fixtures (the “Units”) and renting six (6) Units to households whose annual income do not exceed eighty percent (80%) of the Area Median Income (AMI) that includes the Town of Nantucket, and sixteen (16) Units to households whose annual income do not exceed two hundred percent (200%) AMI, as designated by the Department of Urban Development (“HUD”), adjusted for household size, and meeting such other income, asset and other qualifications as required by Grantor (an “Eligible Household”), for rents affordable to said Eligible Household and approved by DHCD . The Property shall be used in perpetuity for low and moderate income housing, as set forth herein. This Restriction shall be recorded prior to the recording of any lien, mortgage and/or other encumbrance.

2. The covenants, agreements and/or restrictions set forth in this Restriction shall encumber the Property and bind Grantor and its successors and assigns, if any, in perpetuity or until the date on which the Regulatory Agreement is recorded with the Registry (the “Term”). In the event that a Regulatory Agreement conforming to this Restriction is not recorded, this Restriction shall encumber the Property and its terms shall continue to be in effect for the full term hereof.

3. The term “Regulatory Agreement”, as used herein, shall mean a “Regulatory Agreement and Declaration of Restrictive Covenants” entered into by the Commonwealth of Massachusetts, acting by and through DHCD under the Local Initiative Program (“LIP”) for Local Action Units, Grantor, and the Town, on terms acceptable to the Town, ensuring that the Property and the Units will be used in perpetuity for housing for an Eligible Household and in form acceptable for including the Units in the Town’s Subsidized Housing Inventory (“SHI”), which Regulatory Agreement shall be recorded before any mortgages or other liens and encumbrances are recorded on the Property or which recorded mortgages shall be subordinated to the Regulatory Agreement and which shall survive any foreclosure or deed given in lieu of foreclosure.

4. Grantor shall use all due diligence to obtain the approval and execution of the Regulatory Agreement by a duly authorized signatory of DHCD and the Town, and record the Regulatory Agreement with the Registry within five (5) business days thereafter, whereupon this Restriction shall automatically be superseded by the Regulatory Agreement.

5. Grantor agrees to preserve the Property during the Term in good condition and ensure the building and other improvements thereon are protected from the elements and other sources of harm and/or injury. In no event shall Grantor sell, transfer, convey or otherwise dispose of the Property and/or the Units to anyone other than an Eligible Household for rent or encumber the Property or any part thereof other than a grant of a conservation restriction acceptable to the Town on a portion of the Property, without the prior written consent of the Town, which may be withheld in its sole and absolute discretion.

6. The Town shall have the right to enter upon the Property to inspect the same for compliance with the terms of this Restriction.

7. This Restriction is for the benefit of and is enforceable by the Town. The Town shall have the right (but not the obligation) to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations or potential violations. In the event it is determined that Grantor has breached this Restriction Grantor shall repay the Loan Funds to the Town, with interest, as set forth more particularly in the Promissory Note and the Mortgage granted by Grantor to the Town and recorded herewith, together with any and all other costs and expenses, including attorneys' fees. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Town for the enforcement of this Restriction.

8. The restrictions and covenants contained herein constitute "other restrictions held by a governmental body," as set forth in G.L. c.184, and shall survive in perpetuity or for the longest time permitted by law (and, in any event, for a minimum period of ninety-nine (99) or a lesser period of time, depending on when the Regulatory Agreement is recorded.

9. The recitals to this Restriction are incorporated herein in their entirety

[Remainder of page intentionally left blank.]

Executed as a sealed instrument this _____ day of _____, 2021.

NHA Properties, Inc.

By: _____
Name: Peter T. Kaizer
Title: President

By: _____
Name: Paul Wolf, Jr.
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Peter T. Kaizer and Paul Wolf, Jr., as President and Treasurer, respectively of NHA Properties, Inc. who proved to me through satisfactory evidence of identification, which was _____ to be the persons whose names are signed on the preceding instrument and acknowledged to me that they signed the foregoing instrument voluntarily for its stated purpose on behalf of NHA Properties, Inc.

Notary Public
My commission expires:

EXHIBIT A

ACCEPTANCE OF RESTRICTION

On this _____ day of _____, 2021, the Town of Nantucket, acting by and through its Select Board, hereby accepts the foregoing Affordable Housing Restriction and certifies that said Restriction is in the public interest.

TOWN OF NANTUCKET,
By the Select Board

COMMONWEALTH OF MASSACHUSETTS

Nantucket ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy, members of the Town of Nantucket Select Board as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding instrument and acknowledged to me that they signed the foregoing instrument on behalf of the Town of Nantucket Select Board.

Notary Public
My commission expires:

Exhibit A

Property Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this _____ day of _____, 2021, between the Town of Nantucket Affordable Housing Trust Fund, a Massachusetts municipal 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 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554(the “Trust”) and NHA Properties, Inc., a Massachusetts nonprofit corporation, having its address at 75 Old South Road, Nantucket Massachusetts 02554(“NHA”).

RECITALS

WHEREAS, 31 Fairgrounds Commons, LLC (the “Proposer” or the “Builder”) presented a proposal to the Trust for the funding for the acquisition of the property located at 31 Fairgrounds Road, Nantucket (the “Property”) and the construction of a twenty-two (22) unit affordable housing project thereon(the “Project”) to be constructed by the Proposer. The Proposer has executed a Purchase and Sale Agreement dated March 20, 2020, as amended by Amendment to and Ratification of Purchase and Sale Agreement dated January 11, 2021, for the purchase of the Property and will assign its rights to the Purchase and Sale Agreement to NHA;

WHEREAS, NHA has agreed to purchase the Property pursuant to the Purchase and Sale Agreement and to enter into a Land Development Agreement with the Proposer for the construction of the Project;

WHEREAS, the Planning Board of the Town of Nantucket granted to the Proposer a Special Permit dated December 14, 2020, which is recorded with said Deeds in Book 1794, Page 248;

WHEREAS, the Proposer agrees to promptly apply to the Historic District Commission (the “HDC”) for the approval of the plans and specifications of the Project;

WHEREAS, NHA has requested a grant from the Trust in the amount of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) for the purchase price of the Property and a loan in the amount of Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000.00) for the construction of the Project;

WHEREAS, the votes of Article 28 and Article 37 authorized the appropriation of funds for the Trust to develop affordable housing units in the Town, including the costs of acquiring the land and the construction of affordable housing units, subject to certain

restrictions;

WHEREAS, the Trust voted to award the grant to NHA for the amount of the purchase price of \$3,600,000.00 and to loan the sum of \$6,750,000.00 for the construction of the Project, subject to NHA's grant of an affordable housing restriction on the Property to be held by the Town of Nantucket, and subject to the Town and NHA entering into a mutually agreeable promissory note and mortgage on the Property.

NOW THEREFORE, in consideration of the foregoing and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase of the Property. Simultaneous with the execution of this MOU, NHA shall perform the buyer's obligations under the Purchase and Sale Agreement, which shall close on February 10, 2021, subject to the terms of the Purchase and Sale Agreement. Such performance shall include paying the purchase price, and taking title to the Property. NHA is obligated to undertake a title examination of the Property and to accept a quitclaim deed to the Property for good, clear, marketable title and free of encumbrances on the Property which will interfere with NHA's proposed use of the Property; and to deliver a Lender's Title Insurance Policy to the Trust in the insured amount of \$6,750,000.00 for the loan amount of the mortgage acceptable to the Trust.
2. Grant Funds. The Trust shall deliver the Grant Funds to NHA on the date of closing for its payment to the Seller of the Property. In consideration of the Trust granting the Grant Funds, NHA agrees that it shall grant to the Town of Nantucket an affordable housing restriction on the Property, which shall require the Property to be used for affordable housing purposes in perpetuity. This restriction shall be recorded on the Property and remain in effect until such time as the Regulatory Agreement and Declaration of Restrictions between NHA, the Town and the Department of Housing and Community Development (DHCD) on terms acceptable to the Town and DHCD is recorded with said Registry of Deeds. Six (6) of the units shall be rented to households whose annual income does not exceed eighty percent (80%) AMI as determined by the United States Department of Housing and Urban Development and sixteen (16) of the units shall be rented to households whose annual income does not exceed two hundred percent (200%) AMI. All the Units must be included in the Town's Subsidized Housing Inventory.
3. Loan Funds. The Trust shall make payments quarterly to NHA for the disbursements to the Builder in accordance with the Schedule of Draws attached to the Construction Agreement between NHA and the Builder as Exhibit C. NHA shall execute a Promissory Note to be held by the Trust in the amount of \$6,750,000.00. NHA agrees to make payments of principal and interest quarterly to the Trust at the rate of one-half percent (0.5%) per annum for a term of fifty (50) years or until paid sooner. NHA agrees that as security for the loan and the performance of its obligations, it shall grant to the Trust a Mortgage and Security Agreement on the Property.

4. Construction of Units. NHA shall enter into a Land Development Agreement with the Builder for the construction of the Project pursuant to the approved plans and specifications approved by the Historic District Commission, the Trust and NHA. The Builder shall use diligent efforts to obtain the necessary approvals from HDC. In the event that the Builder is unable to procure the approvals of the plans and specifications of the approved Project within eighteen (18) months of this Agreement then NHA, at the option of the Trust, shall deliver a deed to the Trust of the Property, and this Agreement shall be terminated, and the Trust shall forgive the Note in the amount of the initial draw to the Builder as shown on Exhibit C of the Land Development Agreement of no more than \$550,000.00 plus interest accrued as of that date.

4. LAU Application. In order for the units to qualify for the Town of Nantucket's Subsidized Housing Inventory (SHI) and be eligible for certification for the Town's Safe Harbor, NHA, the Town and the Builder will use their best efforts to jointly prepare the Local Action Unit application to be filed with DHCD this month and agrees to meet any additional requirements of DHCD for the twenty-two units to be included on the Town's SHI and to meet certification for the Town's Safe Harbor.. NHA agrees to prepare the necessary fair housing marketing plan and oversee the lottery for the tenant selection as required by DHCD.

5. Management of the Property. Upon completion of the construction of the Project and the commencement of the rental of the Units, NHA agrees to manage the Project including all maintenance and repairs to the Project. In addition NHA shall oversee any reporting requirements for DHCD pursuant to a mutually upon contract.

6. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by facsimile, by hand or mailed, postage prepaid, by registered or certified mail, or by overnight express delivery with receipt required, in the case of the Trust to:

The Town of Nantucket Affordable Housing Trust Fund
2 Fairgrounds Road
Nantucket, MA 02554

With a copy to: Tucker Holland
Municipal Housing Director
Town & County Building
16 Broad Street
Nantucket, MA 02554

And another copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street

Boston, MA 02110

In the case of NHA:

NHA Properties, Inc.
75 Old South Road
P.O. Box 3149
Nantucket, MA 02584
Attn: Anne Kuszpa, Executive Director

With a copy to:

Steven L. Cohen, Esq.
Cohen & Cohen Law, P.C.
34 Main Street, 2nd Floor
P.O. Box 786
Nantucket, MA 02554

Or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, when received by the party to whom it is addressed, or if sent by facsimile, on the same business day as sent.

7. Miscellaneous. This Agreement contains the entire agreement between the parties and there are no other agreement or understandings between the parties regarding the subject matter of this Agreement. If any portion of this Agreement is declared to be illegal, unenforceable or void, then all parties to this Agreement shall be relieved of all obligations under that portion; provide, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions thereof. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The recitals to this Agreement are incorporated herein.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

NHA PROPERTIES, INC.

Peter T. Kaizer, President

Paul Wolf, Jr., Treasurer

750348v2NANT19710/0009

LAND DEVELOPMENT AGREEMENT

This Agreement is made as of February ____, 2021, by and between FAIRGROUNDS COMMON, LLC, a Massachusetts limited liability company ("FC"), and NHA PROPERTIES, INC., a Massachusetts nonprofit corporation, doing business as HOUSING NANTUCKET ("HN").

Recitals

A. FC is the contract purchaser of the land situated at 31 Fairgrounds Road, Nantucket, Massachusetts, consisting of Lot 22 on plan recorded with Nantucket Deeds as Plan No. 2017-72 (the "Land"), which is now owned by Shirley Louise Coffin Spencer, as Trustee of Coffin Family Nominee Trust dated February 11, 2005, by virtue of deeds recorded with Nantucket Deeds in Book 875, Page 152, and Book 1057, Page 80, pursuant to a Purchase and Sale Agreement dated March 20, 2020, as affected by an Amendment to and Ratification of Purchase and Sale Agreement dated January 11, 2021 (as so affected, the "P&S Agreement").

B. FC has obtained approval of a definitive subdivision plan of the Land, and a Special Permit for a "flex subdivision" thereof, from the Nantucket Planning Board, as set forth in a Decision dated December 14, 2020, recorded with Nantucket Deeds in Book 1794, Page 248, dividing the Land into 12 lots, of which 8 are building lots, with a total of 22 dwelling units containing a total of 38 bedrooms (the "Decision").

C. FC and HN wish to have FC assign to HN the rights and obligations of the Buyer under the P&S Agreement, and to provide for FC to construct the project as approved by the Decision (the "Project") on behalf of HN subsequent to the purchase of the Land by HN.

D. The purchase price for the Land under the P&S Agreement is \$3,600,000.00; in addition, the sum of \$10,000.00 has been paid to the seller thereunder by FC for an extension of the closing date until February 10, 2021.

Covenants

In consideration of the mutual agreements and undertakings of the parties, it is hereby agreed as follows:

1. FC agrees to assign, and does hereby assign, all of its rights and obligations as Buyer under the P&S Agreement, and in the deposits paid thereunder, to HN, which hereby accepts such assignment and undertakes and agrees to perform all of the Buyer's obligations under the P&S Agreement.

2. HN agrees to pay to FC, at the time of the closing upon the purchase of the Land under the P&S Agreement, the sum of \$638,750.00, consisting of the return to FC of the deposit paid under the P&S Agreement in the amount of \$88,750.00, plus \$550,000.00.

3. FC agrees to proceed, in the name of HN as owner, with applications to the Nantucket Historic District Commission (“HDC”) for approval of architectural and hardscaping plans for the Project, in conformity with the Decision. FC shall submit all applications and accompanying materials to HN for review and approval prior to any submission thereof.

4. After obtaining HDC Certificates of Appropriateness for the Project, FC agrees to proceed, in the name of HN as owner, with applications for building permits and all other approvals, licenses and permits necessary to enable construction of the Project. FC shall submit all applications and accompanying materials to HN for review and approval prior to any submission thereof.

5. HN agrees to participate in and execute any and all documents necessary or appropriate in connection with all applications for all approvals, licenses and permits necessary to enable construction of the Project.

6. FC agrees to construct the Project, in conformity with the set of plans by Nantucket Engineering & Survey, P.C., dated June 22, 2020, revised November 12, 2020, a copy of which is attached hereto as Exhibit A, and the specifications attached hereto as Exhibit B. Further construction specifications and details will be submitted by FC to HN prior to the time of submission of applications for building permits and will become incorporated herein when approved. The specific work of the construction, referenced above, shall be in accordance with the plans and specifications detailed in, but not limited to, all required services for the items specifically listed at Exhibit A to this contract and shall be in accordance with the Specifications, Drawings, Plans or as reasonably inferable from either or both, and any other Attachments hereto or contract documents provided hereafter provided that such documents do not alter the work Exhibit A.

- a. FC will perform or provide for all work to be in compliance with permits and approvals, as well as applicable codes, regulations, and laws.
- b. FC shall continuously employ or provide for a sufficient number of competent employees and subcontractors so as to ensure timely completion of the Project.
- c. FC, in subcontracting any portion of the work, shall not be relieved from responsibility for the work performed or materials supplied by any subcontractor and shall be bound by the terms of this Agreement notwithstanding any subcontract. FC shall properly direct and control any subcontractors, being responsible for the coordination of FC’s work and any subcontractor's work.
- d. FC shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work; including but not limited to: timely ordering of products and materials and coordination of their deliveries; coordination of trade specific and provisional services; coordination of and participation in required inspections; and troubleshooting of unforeseen circumstances or circumstances beyond FC’s control.
- e. FC shall schedule such inspections as are necessary for the proper completion of the work.

- f. FC and any subcontractors shall be licensed as may be required by law and shall coordinate their work with that of other contractors so that all work will be in harmony with the other contractors on the project to the greatest extent reasonably possible.
- g. FC shall keep the project site and surrounding area free from waste materials and rubbish, which results from his work on the project. Scheduling for the removal, hauling, and disposal of rubbish and waste materials shall be the responsibility of the FC.
- h. FC shall be held responsible for all damages resulting from its, or its subcontractors', errors, omissions or negligence in the performance of the work of this Agreement.
- i. FC shall provide HN or HN's designated representative(s) reasonable access to the work and work-related documents.
- j. FC shall select all subcontractors, except that it shall not use subcontractors to whom HN has a reasonable objection.
- k. FC is responsible for establishing, supervising and maintaining all safety precautions in connection with work performed under this contract and shall comply with all federal, state and local laws and regulations applicable to the safety of persons and property and their protection from damage, injury or loss.
- l. During the term of this agreement FC shall promptly correct any deficiencies in the work. Any work not in accordance with the construction documents and/or any work rejected by HN shall be corrected by FC provided such rejection is in accordance with the terms of this agreement.
- m. FC warrants and represents that it shall obtain and maintain insurance for protection from claims under Workers' or Workmen's Compensation Acts and other employee benefit acts which are applicable, and that each Subcontractor has the same. FC shall obtain and maintain general liability and builders' risk insurance coverage and any other required coverage in connection with the work to be done in connection with the Project, with limits satisfactory to HN and with HN named as an additional insured thereon, and shall provide HN with proof of such coverage and the limits thereof prior to commencing any of the work under this Agreement.
- n. FC agrees to employ one or more construction supervisors duly licensed in the Commonwealth of Massachusetts and further agrees that all subcontractors will be licensed for their respective trades, if applicable, including but not limited to electricians, plumbers, sheet metal installers and the like.

7. FC agrees to proceed diligently with construction of the Project after the issuance of the building permits for such construction, and to complete such construction within eighteen months following the issuance of such building permits (subject to such reasonable extensions as may become necessary as a result of pandemics, floods, earthquakes, natural disasters, acts of war, acts of God, force majeure, or other major events not within the control of the parties).

8. The payment to be made by HN to FC for construction of the Project shall be in the total amount of \$6,750,000.00, payable in installments in accordance with the schedule set forth in Exhibit C hereto. FC shall use its best efforts to prevent any laborer's, material supplier's, mechanic's or other similar liens or claims from being filed or otherwise imposed on any part of the Work or the Project. HN may withhold payments to the Contractor only under the following conditions:

- a) Incomplete work;
- b) Defective work not corrected;
- c) Failure to make payments to subcontractors or for required materials, labor, equipment or services;
- d) Continued failure to perform the work in accordance with the terms and conditions set forth in this Agreement;
- e) Legal or other claims by third parties relating to the work performed under this Agreement.

9. FC shall have operational control of the premises upon the provision of the \$550,000 payment. It is understood by the parties the present owners of the property may leave some personal property on the premises, to be retrieved later and that one William Spencer ("Spencer"), the husband of one of the present owners of the Land, is using a small structure upon the Land as a scallop opening shack. HN agrees that FC is permitted to allow the present owners to retrieve their personal property post-closing and to allow Spencer to continue using the shack through March 31, 2021; FC hereby undertakes and agrees to indemnify and hold harmless HN for any and all loss, damage, costs or liability arising from the storage and retrieval of such personal property and for the use of this shanty structure by Spencer.

10. FC shall cause the Project to be constructed in a good and workmanlike manner in compliance with good engineering and construction practices, and in accordance with the plans and specifications set forth in Exhibits A and B, as the same may be modified and supplements by agreement of the parties, and all applicable laws, by-laws, codes and regulations. FC shall indemnify and hold HN harmless from and against any claims or damages arising from the work performed hereunder. All labor and materials shall be guaranteed by FC to be free from defects for a period of one (1) year from date of final completion, excepting for wear and tear, misuse, normal settling or failure to properly maintain. Materials may be guaranteed for longer periods of time and FC will facilitate the replacement of any defective materials for the life of the warranty for such materials used on the project. This provision shall survive termination of this Agreement.

11. FC shall not permit any mechanics' or materialmen's liens to attach to or remain upon the Land for labor and materials furnished to FC in connection with work of any character performed at the direction of FC, and shall, within 60 days following receipt of notice of any such lien, shall cause such lien to be released of record (or bonded over) at no cost to HN.

12. The following shall constitute acts of default by FC:

(a) Failure by FC to diligently pursue the construction of the Project and to complete construction thereof in a timely manner, continuing for a period of 30 days after the receipt of notice of such failure from HN.

(b) The filing by FC of a voluntary bankruptcy proceeding, or the failure by FC to have an involuntary bankruptcy proceeding against it dismissed within 90 days after filing thereof.

13. In the event of the occurrence of an act of default by FC, HN shall have the right to terminate this agreement and to proceed against FC for losses suffered by HN as a result of such act of default.

14. All notices to be given under this agreement shall be delivered in hand, or by e-mail with receipt requested, to counsel to the other party, as follows:

To FC: Arthur I. Reade, Jr.
Reade, Gullicksen, Hanley & Gifford, LLP
6 Young's Way
Nantucket, Massachusetts
air@readelaw.com

To HN: Steven L. Cohen
Cohen and Cohen Law, P.C.
34 Main Street
Nantucket, Massachusetts
steven@cohenlegal.net

15. If any provision or condition of this Agreement shall be determined invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

16. This Agreement shall take effect as an instrument under seal in accordance with the laws of Massachusetts, and shall be interpreted in accordance with such laws.

LAND DEVELOPMENT AGREEMENT
31 Fairgrounds Road

FAIRGROUNDS COMMON, LLC
By:

Catherine E. Conte, Manager

NHA PROPERTIES, INC.,
d/b/a HOUSING NANTUCKET
By:

By:

EXHIBIT A

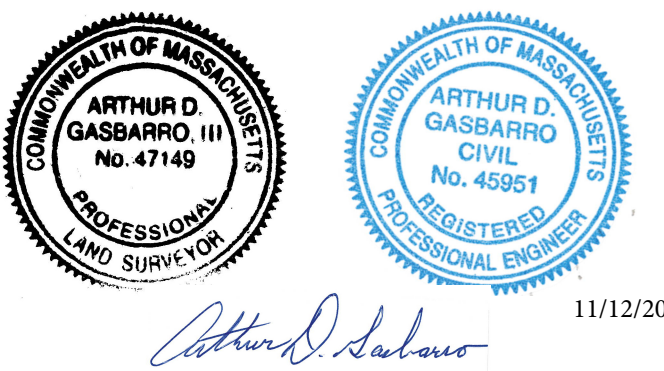
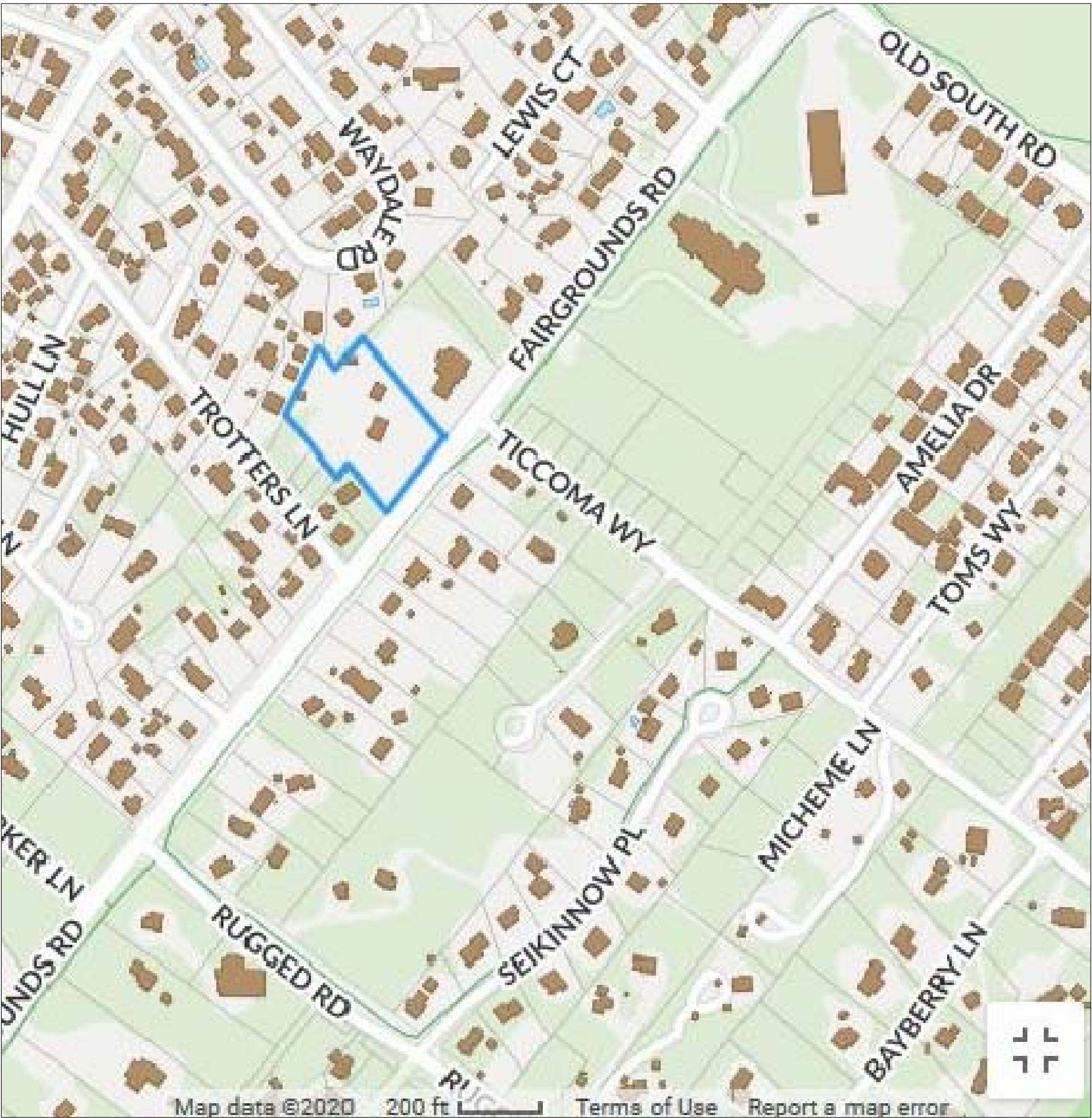
31 FAIRGROUNDS COMMON, LLC

FLEX DEVELOPMENT OPTION PER BYLAW §139–8.A

C/O READE, GULLICKSEN, HANLEY & GIFFORD, LLP
6 YOUNGS WAY NANTUCKET, MA 02554

SHEET INDEX

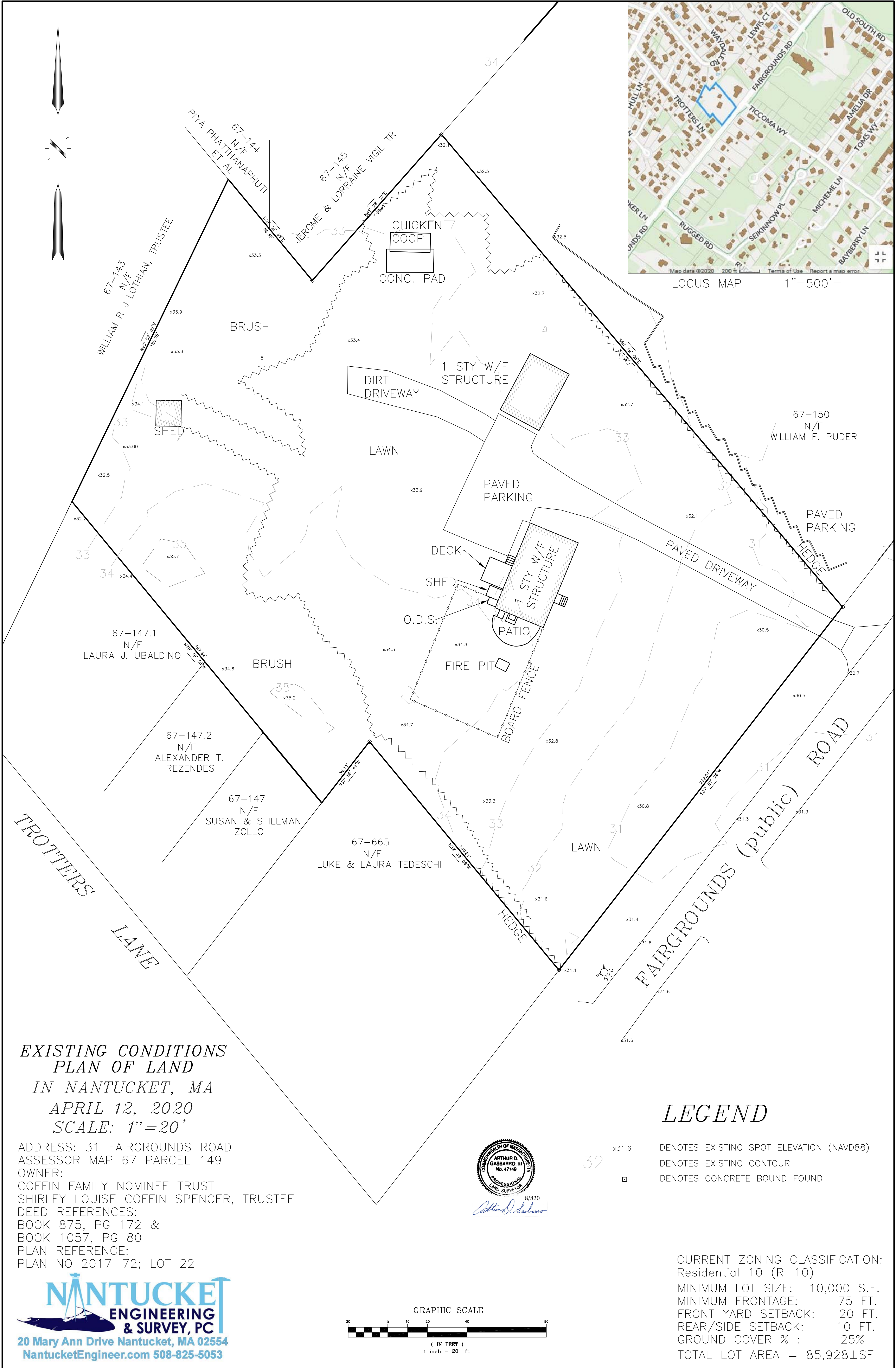
- 1 COVER PAGE
- 2 EXISTING CONDITIONS
- 3 DEFINITIVE PLAN
- 4 INFRASTRUCTURE PLAN
- 5 FIRE TRUCK SWEPT PATH PLAN
- 6 LANDSCAPE & LAYOUT PLAN
- 7 DETAIL SHEET



ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
COFFIN FAMILY NOMINEE TRUST
SHIRLEY LOUISE COFFIN SPENCER, TRUSTEE
DEED REFERENCES:
BOOK 875, PG 172 &
BOOK 1057, PG 80
PLAN REFERENCE:
PLAN NO 2017–72; LOT 22

LOCUS MAP – 1”=250’±
JUNE 22, 2020
REVISED: NOVEMBER 12, 2020

NANTUCKET
ENGINEERING
& SURVEY, PC
20 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-5053



CURRENT ZONING CLASSIFICATION:
Residential 10 (R-10)
MINIMUM LOT SIZE: 10,000 S.F.
MINIMUM FRONTAGE: 75 FT.
FRONT YARD SETBACK: 20 FT.
REAR/SIDE SETBACK: 10 FT.
GROUND COVER % : 25%
TOTAL LOT AREA = 85,929±SF

REF. Ch.139-8.A(3)FLEX DEVELOPMENT
ZONING REQUIREMENTS W/FLEX:
Residential 10 (R-10)

MINIMUM LOT SIZE: 4,000 S.F.
MINIMUM FRONTAGE: 20 FT.*
FRONT YARD SETBACK: 5 FT.*
REAR/SIDE SETBACK: 5 FT.*
GROUND COVER % : 50%

*PLANNING BOARD MAY REDUCE
BY UP TO 100%

OPEN SPACE REQUIRED
A=34,371± SF

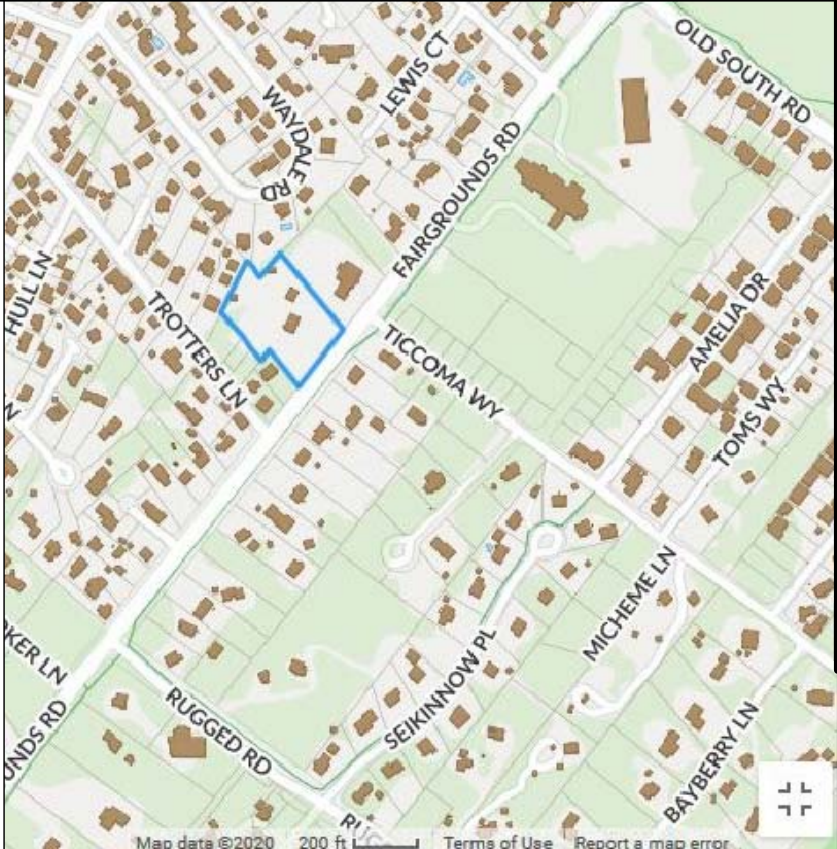
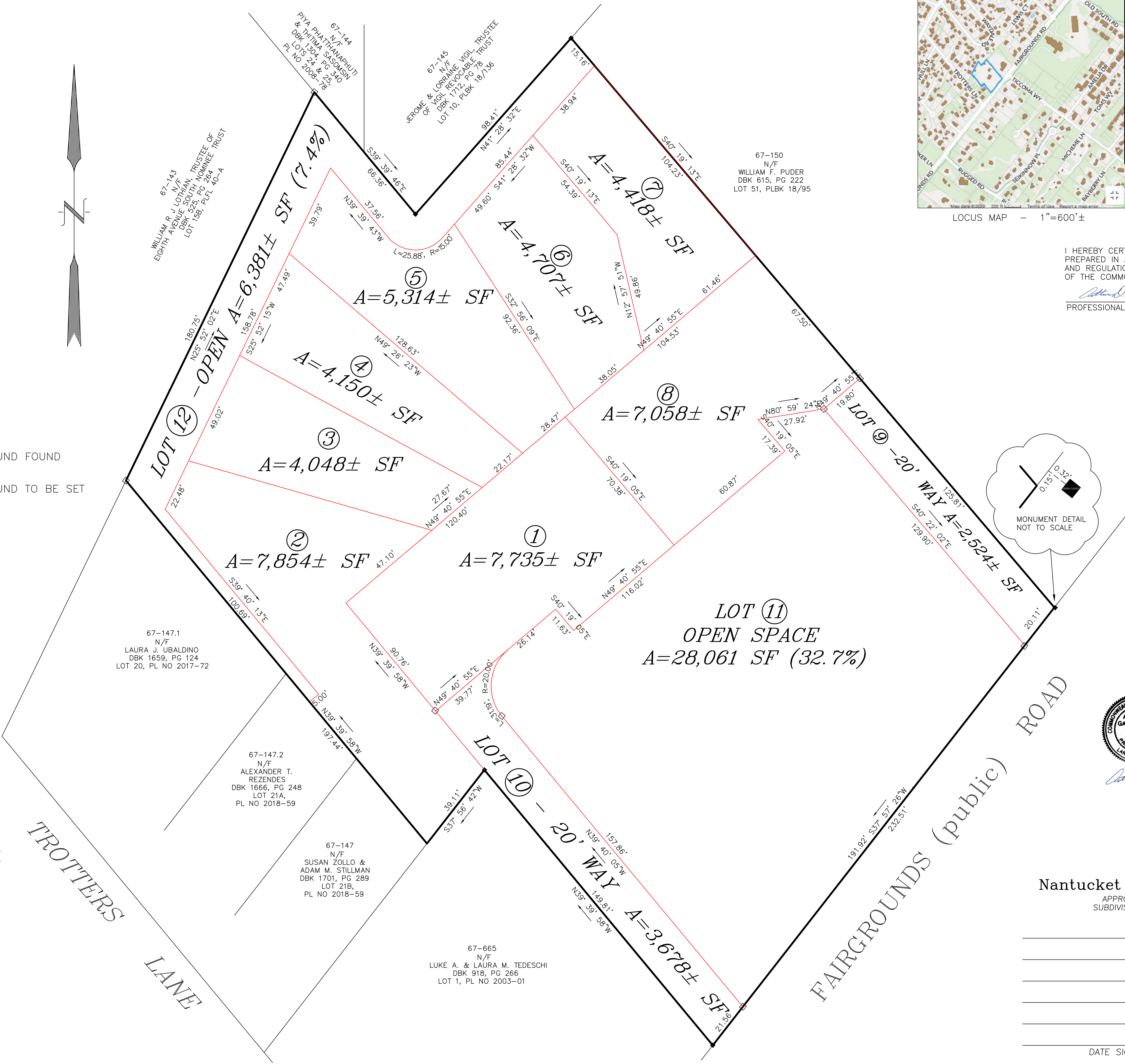
OPEN SPACE PROVIDED
A=34,441± SF

LEGEND

- DENOTES CONCRETE BOUND FOUND
- DENOTES CONCRETE BOUND TO BE SET

DEFINITIVE
PLAN OF LAND
IN NANTUCKET, MA
PREPARED FOR
31 FAIRGROUNDS
COMMON LLC
NOVEMBER 12, 2020
SCALE: 1"=20'

ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
COFFIN FAMILY NOMINEE TRUST
SHIRLEY LOUISE COFFIN SPENCER, TRUSTEE
DEED REFERENCES:
BOOK 875, PG 172 &
BOOK 1057, PG 80
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22



NANTUCKET REGISTRY OF DEEDS

Date: _____

Time: _____

Plan No.: _____

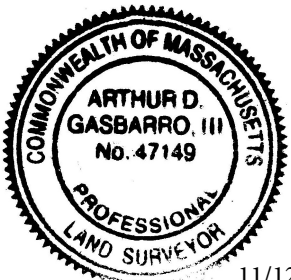
Attest: _____ Register

SHEET 1 OF 1

RESERVED FOR REGISTRY USE

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

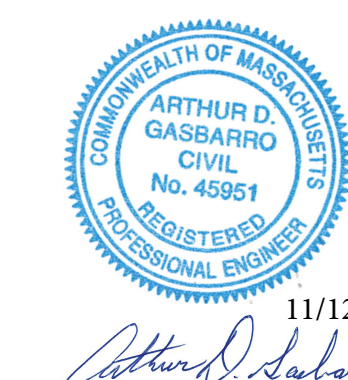
11/12/20
DATE



Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRED

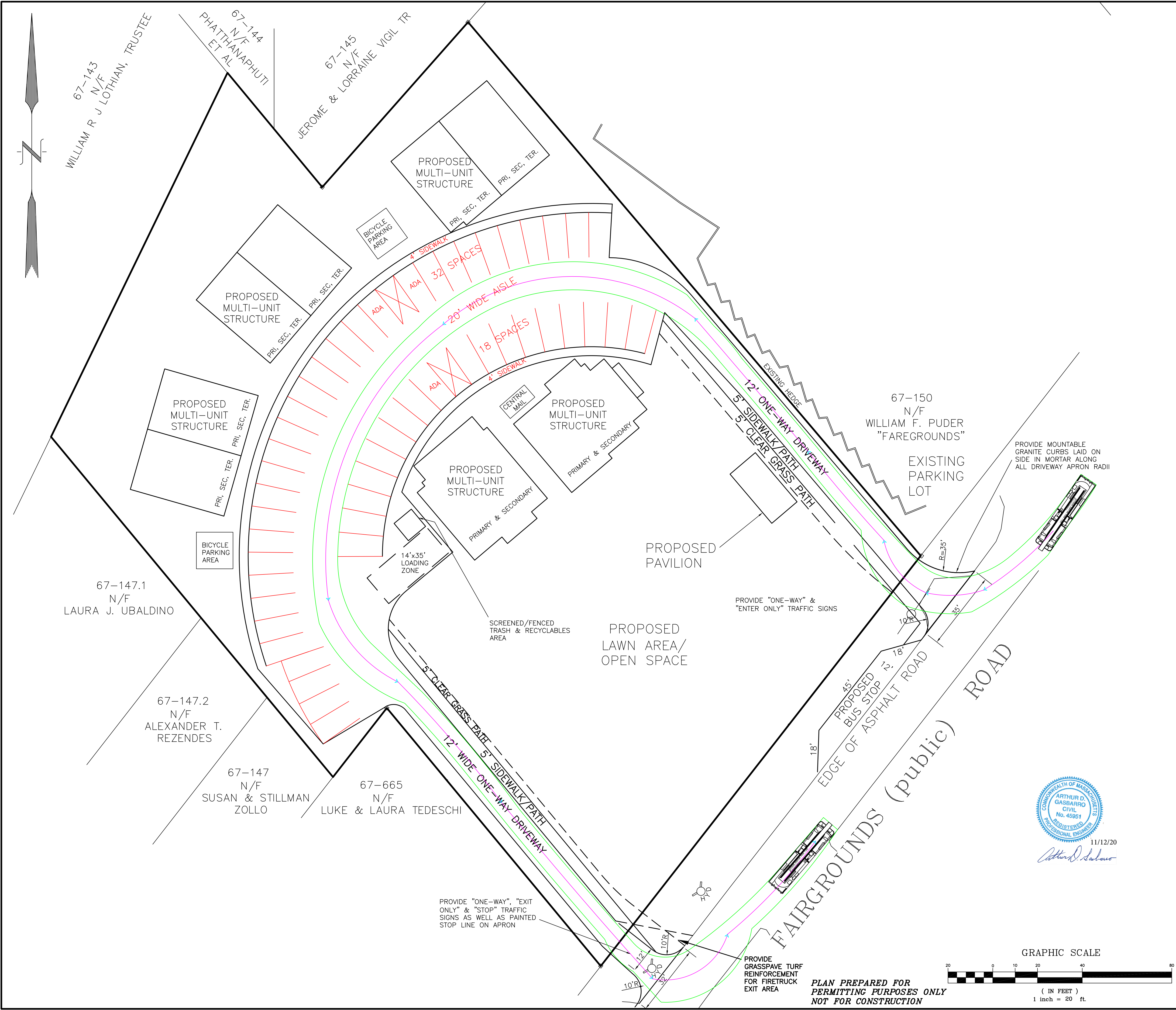
DATE SIGNED FILE #

STRUCTURES TO HAVE GUTTERS WITH
DOWNSPOUTS CONNECTED TO IRRIGATION
CISTERN WITH OVERFLOW TO DRAINAGE
SYSTEM.

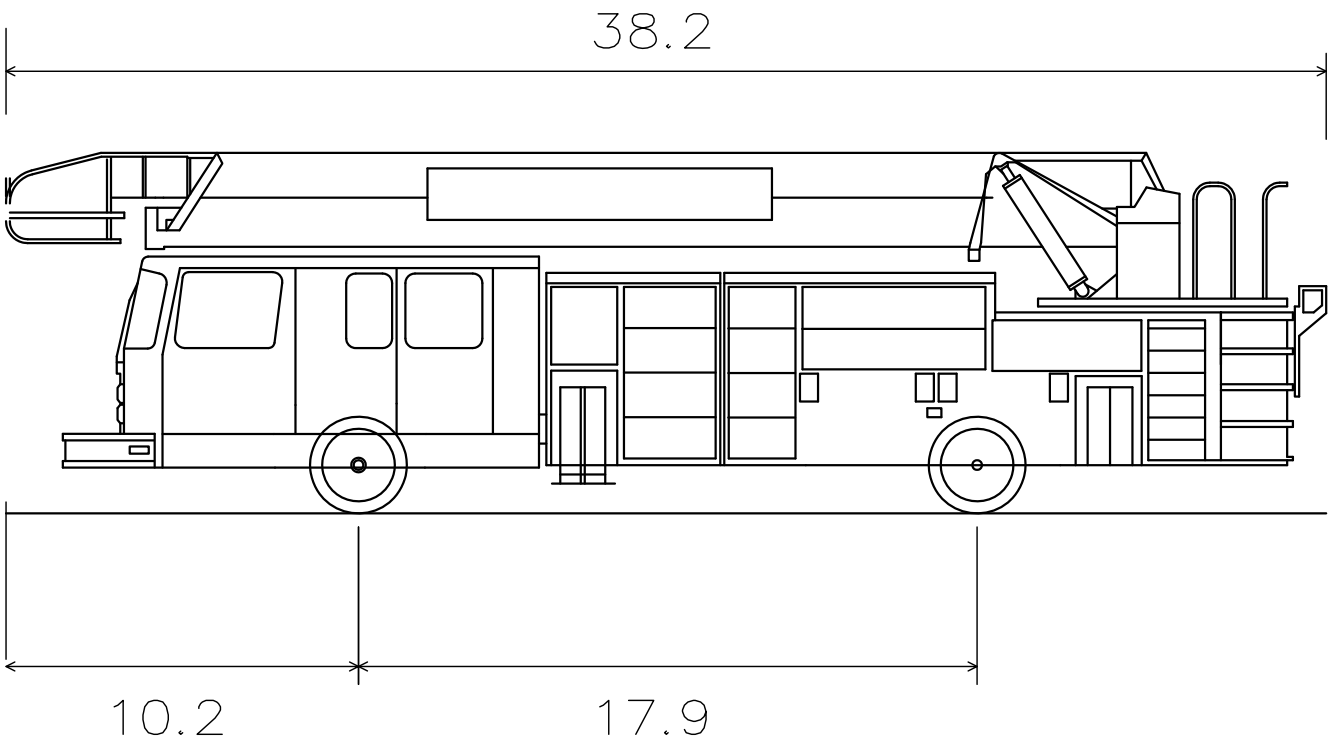


NANTUCKET
ENGINEERING
& SURVEY, PC
20 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-5053

PLAN PREPARED FOR
PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION



FIRE TRUCK LADDER 1
SWEEP PATH &
TURNING ANALYSIS,
USING AUTOTURN
SOFTWARE



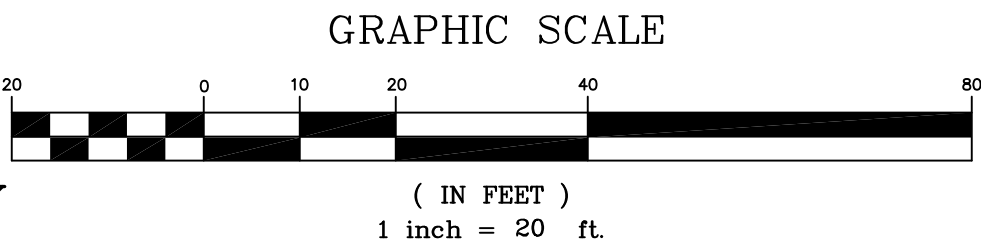
NFD Smeal Aerial RM 75 FT Ladder	
Overall Length	38.200ft
Overall Width	8.500ft
Overall Body Height	10.432ft
Min Body Ground Clearance	0.862ft
Track Width	8.000ft
Lock to Lock Time	4.00s
Curb to Curb Turning Radius	45.000ft

SWEPT PATH
N.F.D. LADDER TRUCK
PLAN OF LAND
IN NANTUCKET, MA
NOVEMBER 12, 2020
SCALE: 1" = 20'

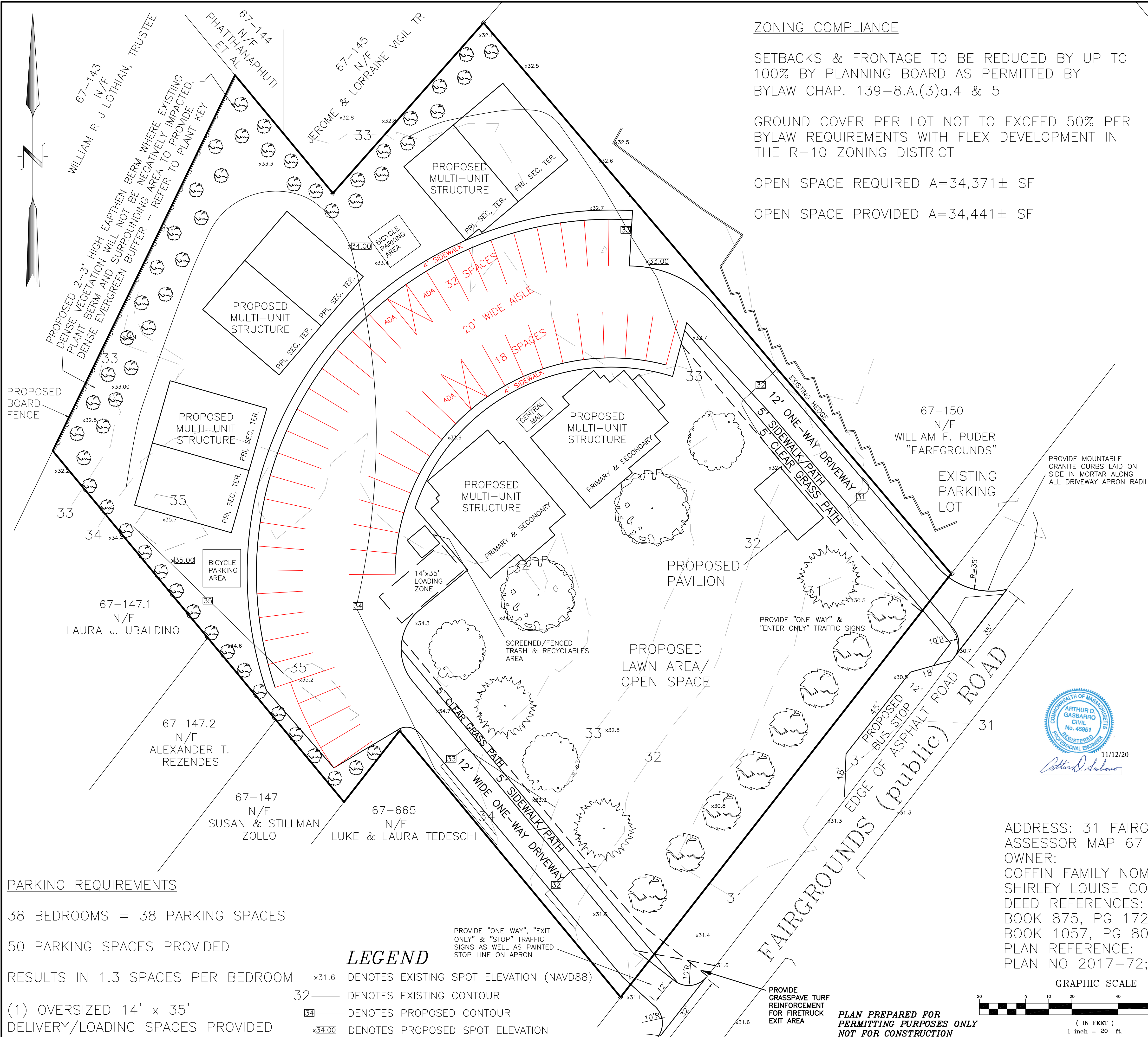
ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
COFFIN FAMILY NOMINEE TRUST
SHIRLEY LOUISE COFFIN SPENCER, TRUSTEE
DEED REFERENCES:
BOOK 875, PG 172 &
BOOK 1057, PG 80
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22



11/12/20
Arthur D. Gasbarro



PLAN PREPARED FOR
PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION



ZONING COMPLIANCE

SETBACKS & FRONTAGE TO BE REDUCED BY UP TO 100% BY PLANNING BOARD AS PERMITTED BY BYLAW CHAP. 139-8.A.(3)a.4 & 5

GROUND COVER PER LOT NOT TO EXCEED 50% PER BYLAW REQUIREMENTS WITH FLEX DEVELOPMENT IN THE R-10 ZONING DISTRICT

OPEN SPACE REQUIRED A=34,371± SF

OPEN SPACE PROVIDED A=34,441± SF

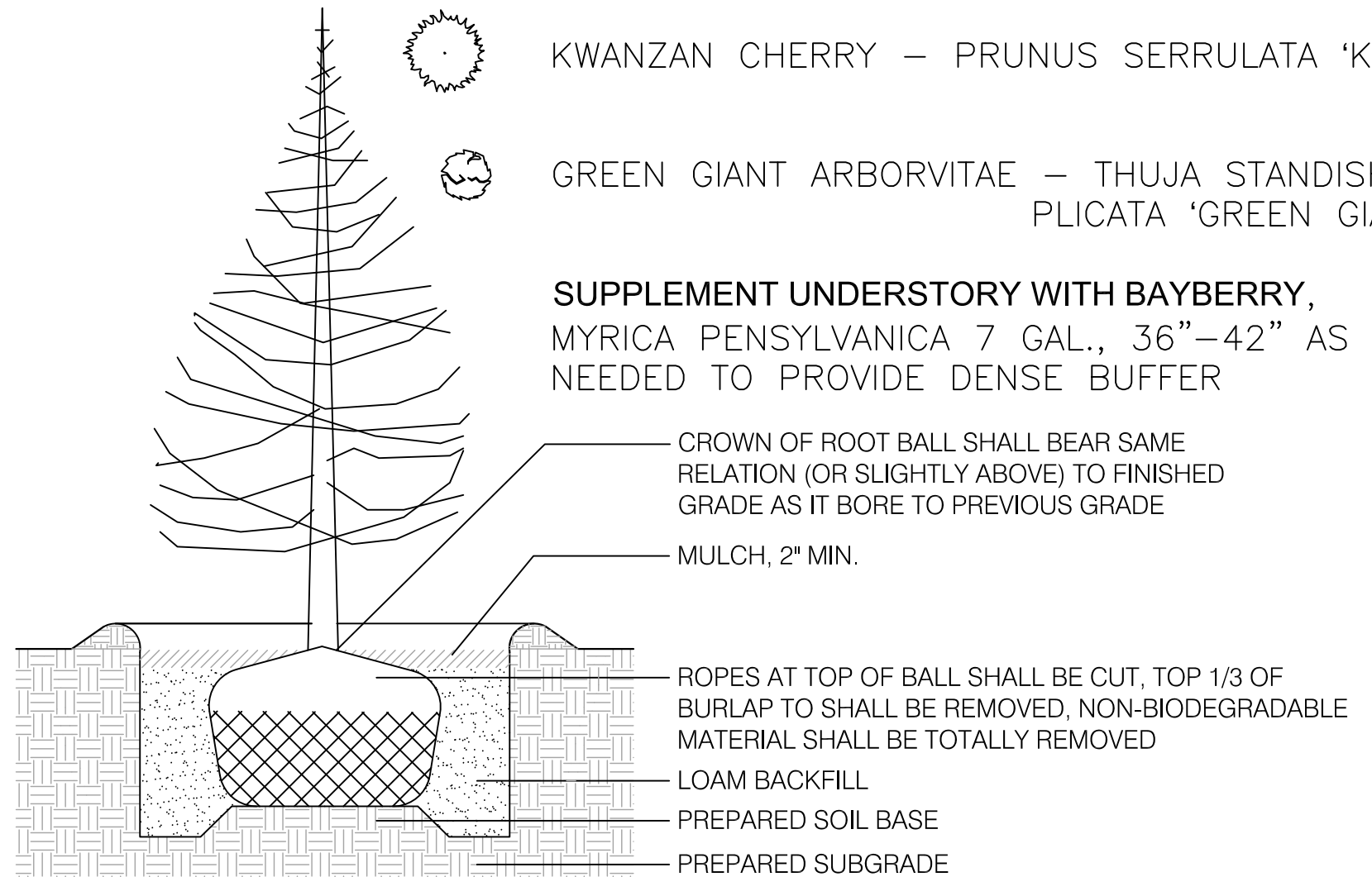
PLANTING NOTES:

- 1. CONTRACTOR IS RESPONSIBLE FOR CONTACTING FOR DETERMINING OF THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING THE WORK.
- 2. REMOVE ALL ROCKS AND DEBRIS LARGER THAN 2" DIAMETER FROM ALL PLANTING BEDS.
- 3. TOP SOIL PREPARATION- EXISTING ROOT MAT & STUMPS TO BE REMOVED PRIOR TO SOIL PREPARATION. SOIL PREPARED WITH LOAM AND INCORPORATED TO A MINIMUM DEPTH OF 24".
- 4. ROOTS SHALL BE SCORED PRIOR TO PLANTING TO PREVENT ROOT WRAP.
- 5. AFTER COMPLETION OF PLANTING, ALL SHRUB BEDS SHALL BE TOP DRESSED WITH 2" OF MULCH.
- 6. ALL PLANTING SHALL HAVE A REPLACEMENT GUARANTEE FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATED OF LANDSCAPE COMPLETION.
- 7. INSTALL SOAKER IRRIGATION TUBING AROUND ALL PLANTS WITH STUB FOR CONNECTION TO GARDEN HOSE.

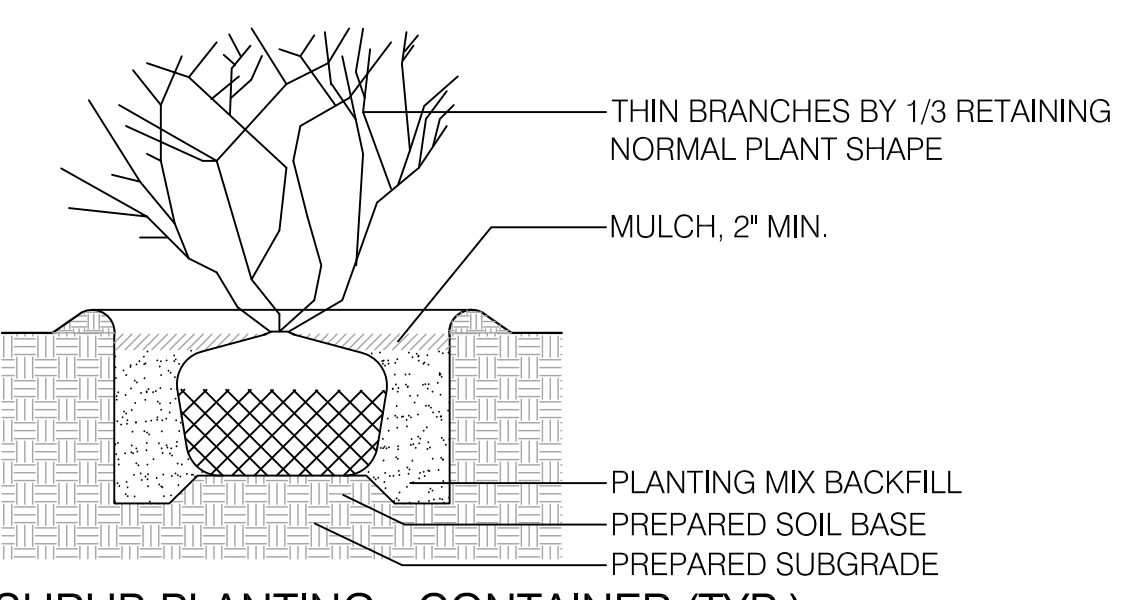
PLANT KEY

- PLANTING DETAILS:**
- LONDON PLANE TREE – PLATANUS X ACERIFOLIA
 - BARTLETT PEAR – PYRUS COMMUNIS 'BARTLETT'
 - KWANZAN CHERRY – PRUNUS SERRULATA 'KANZA'
 - GREEN GIANT ARBORVITAE – THUJA STANDISHII X PLICATA 'GREEN GIANT'

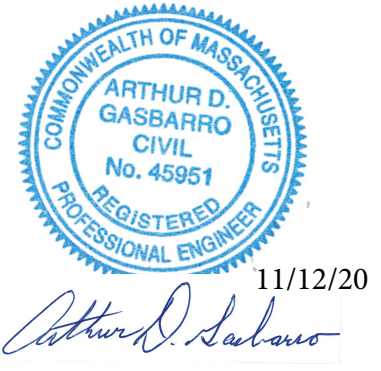
SUPPLEMENT UNDERSTORY WITH BAYBERRY, MYRICA PENNSYLVANICA 7 GAL., 36"-42" AS NEEDED TO PROVIDE DENSE BUFFER



CONIFEROUS TREE PLANTING (TYP.)

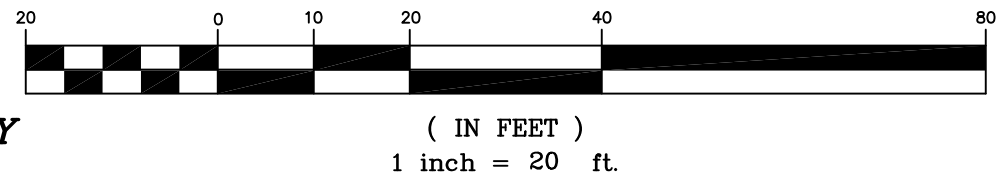


SHRUB PLANTING - CONTAINER (TYP.)



ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
COFFIN FAMILY NOMINEE TRUST
SHIRLEY LOUISE COFFIN SPENCER, TR.
DEED REFERENCES:
BOOK 875, PG 172 &
BOOK 1057, PG 80
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22

GRAPHIC SCALE



PARKING REQUIREMENTS

38 BEDROOMS = 38 PARKING SPACES
50 PARKING SPACES PROVIDED
RESULTS IN 1.3 SPACES PER BEDROOM
(1) OVERSIZED 14' x 35' DELIVERY/LOADING SPACES PROVIDED

LEGEND

- 31.6 DENOTES EXISTING SPOT ELEVATION (NAVD88)
- 32 DENOTES EXISTING CONTOUR
- 34 DENOTES PROPOSED CONTOUR
- 34.00 DENOTES PROPOSED SPOT ELEVATION

PLAN PREPARED FOR PERMITTING PURPOSES ONLY NOT FOR CONSTRUCTION

**LANDSCAPE & LAYOUT
PLAN OF LAND
IN NANTUCKET, MA
NOVEMBER 12, 2020
SCALE: 1"=20'**

NANTUCKET ENGINEERING & SURVEY, PC
20 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-5053

GENERAL NOTES

1) All construction shall comply with specifications of the Nantucket Planning Board as printed in their Rules and Regulations as amended through Dec. 20, 1999. Contractor shall notify Planning Board for required inspections as per Section 6 (VI).

2) The contractor(s) shall notify the Design Engineer / Surveyor for proper location of proposed utilities and improvements prior to construction.

3) It is the responsibility of the contractor to place proposed structures in the required location as shown on the plans approved by the Nantucket Planning Board.

4) The contractor shall provide for the safe and orderly passage of traffic and pedestrians in areas under construction.

5) Areas outside limits of work disturbed by the contractor during construction will be restored to their original condition at the expense of the contractor.

6) Removal of trees and /or hedges in areas adjacent to the proposed travel way is to be done only upon direction of the engineer and after verification of the location of the back of proposed work, by the contractor.

7) The contractor shall be responsible for all disturbed areas until a suitable vegetative growth has been established.

8) Contractor shall review drainage structure requirements with design engineer prior to ordering materials. Structures shall comply with details approved on plans.

9) All streets shall be graded by removal of all existing brush, stumps, and topsoil below the finish grade, to a width occupied by the roadway plus an additional four (4) feet on each side or extending outward to the toe of the slope, in fill areas, whichever is greater. Any loam, peat, or other material not considered suitable as a sub-base shall be excavated and replaced with a structural grade material.

10) Driveway aprons to be constructed with same specifications of roadway materials.

11) Electric transformer vaults to be Fruean #FE-1, #FE-2 or equal. Handholes to have RIM 28-4 connector blocks or equal. Contractor to supply all primary cable terminators.

12) It is the responsibility of the contractor to record in note form (preferably in a survey field notebook) the location of all utilities installed when surveyors are not at job site. These notes will be utilized for the preparation of required As-Builts.

13) The contractor must preserve all grade stakes set by surveyors, so that the surveyors and the Town of Nantucket roadway engineers may inspect final grading. The contractor will be responsible for payment to have these stakes placed again.

14) Under no circumstances shall the contractor remove any tree without approval of the surveyor and/or owner. The cost of replacing such trees shall be paid by the contractor.

15) No variation to these plans may be undertaken without written authorization by the Design Engineer. Design engineer must be notified if field revisions are required.

16) All inlets to the proposed drainage system shall be protected by filter fabric until such time that suitable vegetative growth has occurred.

17) Waterline to be 6" C.L.D.I. pipe. All materials and related structures must meet requirements of the Wannacomet Water Company. Prior to ordering materials, contractor must contact Mr. Robert Gardner or Chris Pykosz (228-0022) at the Water Company for materials and installation requirements in the Town of Nantucket Water District.

18) Contractor shall have completed waterline tested and disinfected prior to acceptance by Wannacomet Water Company. Proposed waterline shall be tested to a pressure of 150 psi and shall be maintained at this pressure for 2 hours. Pressure testing shall be done under the guidance of the Wannacomet Water Co. A leakage test shall also be performed on the completed waterline. The line shall be filled with water and held at the standard normal operating pressure of 50 psi. A properly installed line will normally show little or no leakage. Prior to said line being placed in service, all new and exposed portions of existing systems should be flushed and disinfected. Disinfection should comply, at a minimum, with AWWA Standard C601. Contractors not familiar with Wannacomet Water Company requirements should contact them prior to this phase of work.

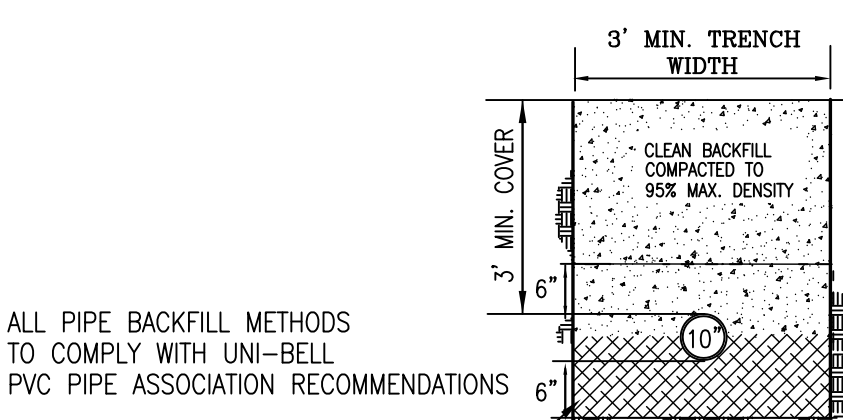
19) Existing conditions and topographic information from a survey by: NANTUCKET ENGINEERING & SURVEY, PC - APRIL 2020

20) The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any and all damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

21) Where an existing utility is found to conflict with the proposed work, the location, elevation and size of the utility shall be accurately determined without delay by the contractor and the information furnished to the site engineer for resolution of the conflict.

22) The contractor shall make all arrangements for the alteration and adjustment of electric, telephone, cable TV, fire alarm and any other private utilities by the respective utility company.

23) Contractor must comply with all standards and specifications for the installation of a sanitary sewer in the Town of Nantucket. These standards are available from the SEWER DEPT. Contractors work must meet or exceed these specifications or he/she will be responsible for any upgrades to the required standards.

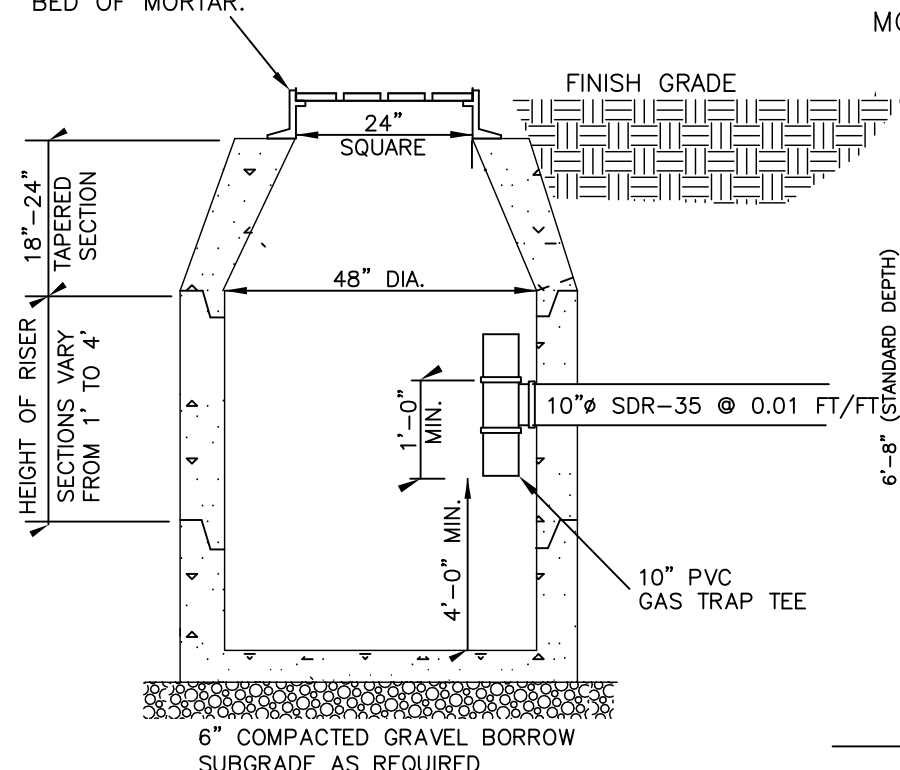


ALL PIPE BACKFILL METHODS TO COMPLY WITH UNI-BELL PVC PIPE ASSOCIATION RECOMMENDATIONS

HAUNCHING & INITIAL BACKFILL IN 6" LIFTS--SAND & HARDENING MIX

DRAIN & SEWER TRENCH DETAIL

FILTER FABRIC OR EQUAL REQUIRED DURING CONSTRUCTION TO PREVENT DEBRIS FROM ENTERING STANDARD CATCH BASIN FRAME & GRATE LEBARON LF-248-2 FOUR FRAME OR EQUAL CAST IN FULL BED OF MORTAR.

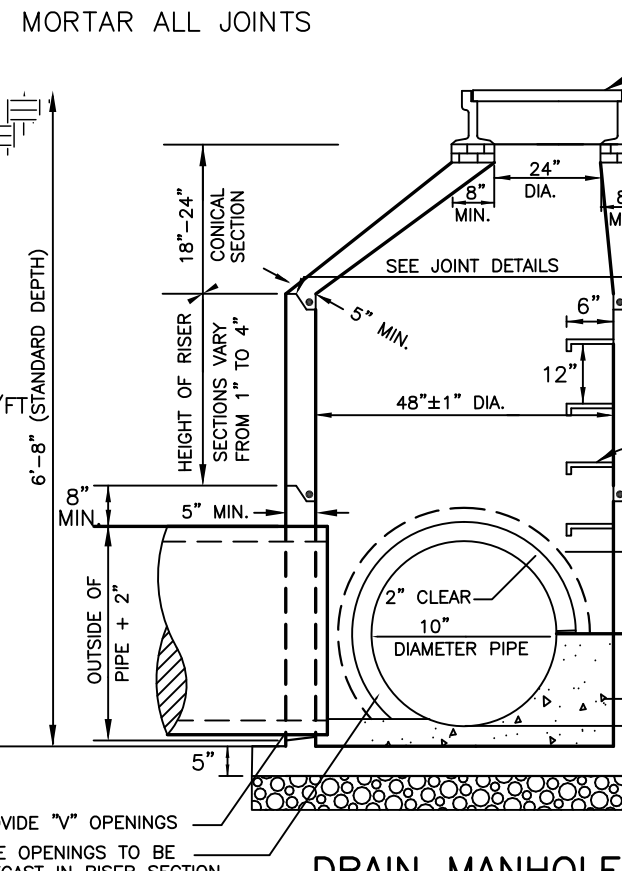


TYPICAL CATCH BASIN WITH OIL & GREASE TRAP

NOTES:

1. MANHOLE DESIGN TO CONFORM TO ASTM C478 LATEST REVISION.
2. CONCRETE SHALL BE WET CAST 4000 P.S.I. @ 28 DAYS.
3. FILL OUTSIDE FACE OF ALL CATCHBASIN JOINTS WITH NON-SHRINK MORTAR.
4. BASE SECTION TO BE MONOLITHIC.

MORTAR ALL JOINTS



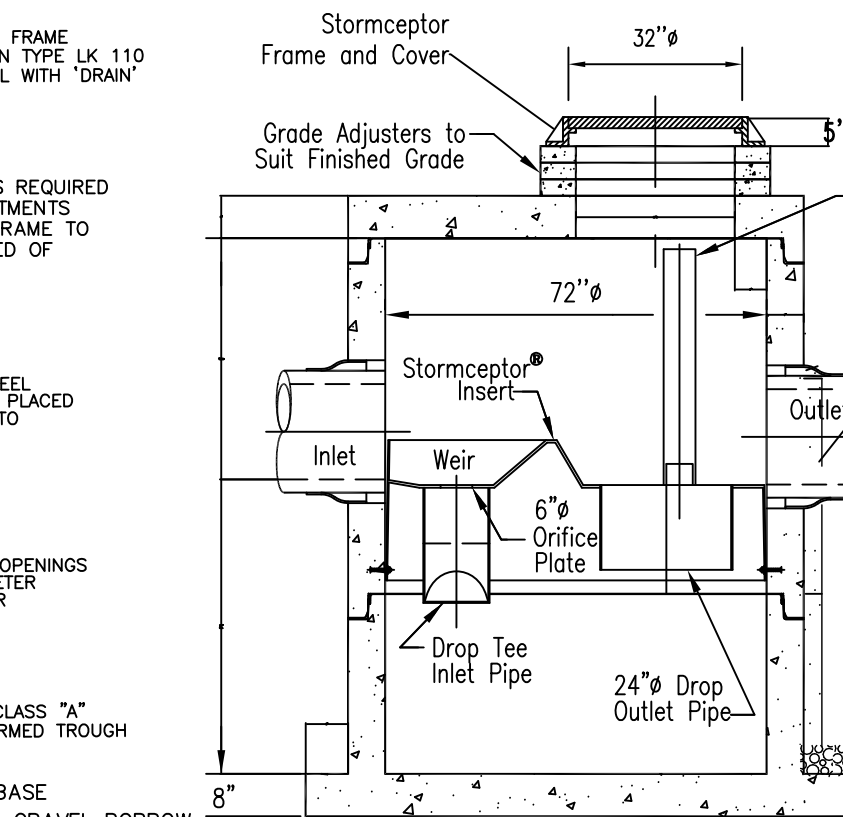
DRAIN MANHOLE

Notes:

1. The Use Of Flexible Connection is Recommended at The Inlet and Outlet Where Applicable.
2. The Cover Should be Positioned Over The Inlet Drop Pipe and The Oil Port.
3. The Stormceptor System is protected by one or more of the following U.S. Patents: #5753115, #5849181, #6068765, #6371690, #7582216, #7666303.
4. Contact a Concrete Pipe Division representative for further details not listed on this drawing.

SUBSURFACE DRAINAGE SYSTEM

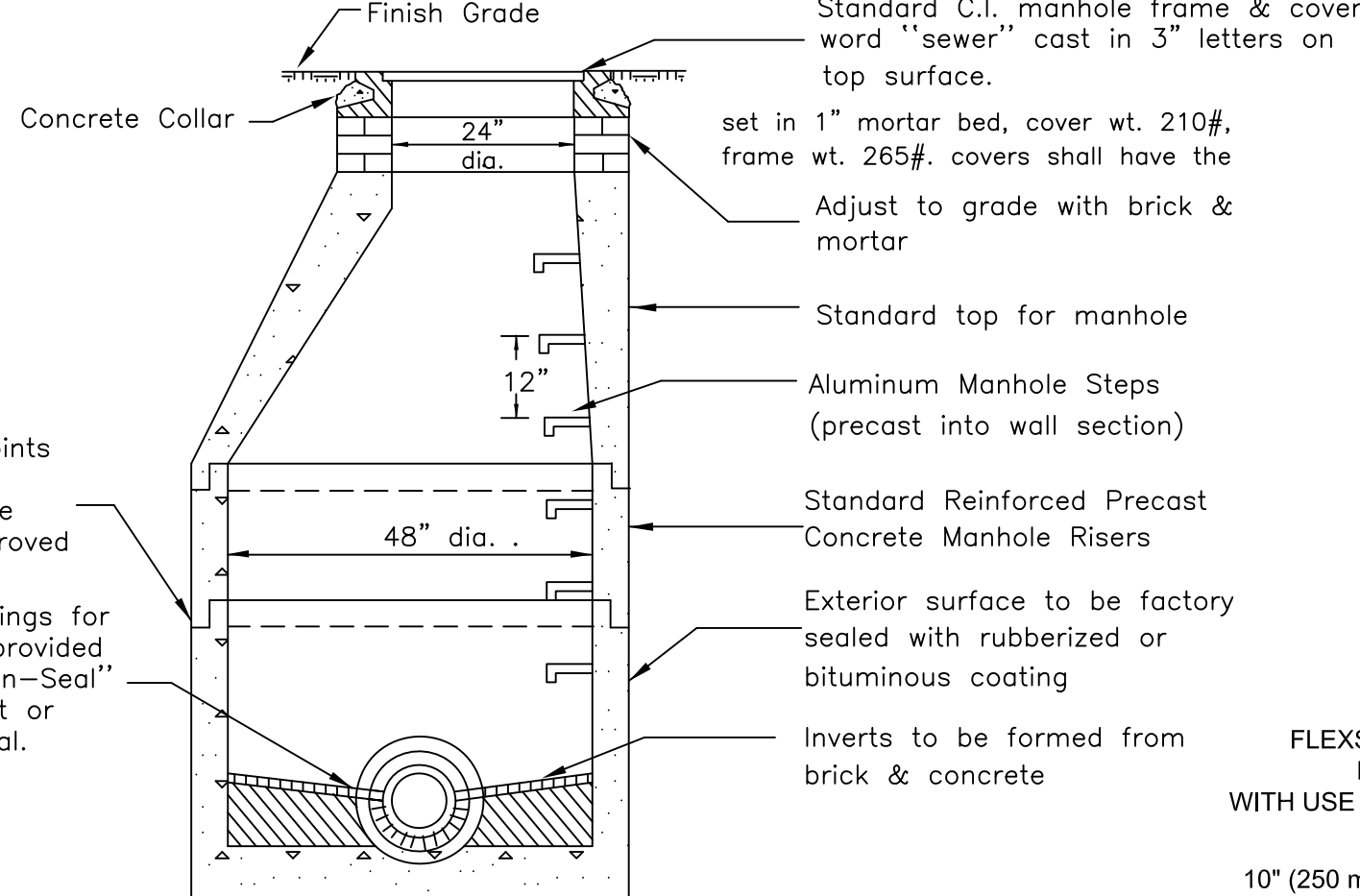
N.T.S.



Section Thru Chamber STORMCEPTOR 450 PRECAST CONCRETE NOT TO SCALE

TYPICAL SEWER MANHOLE

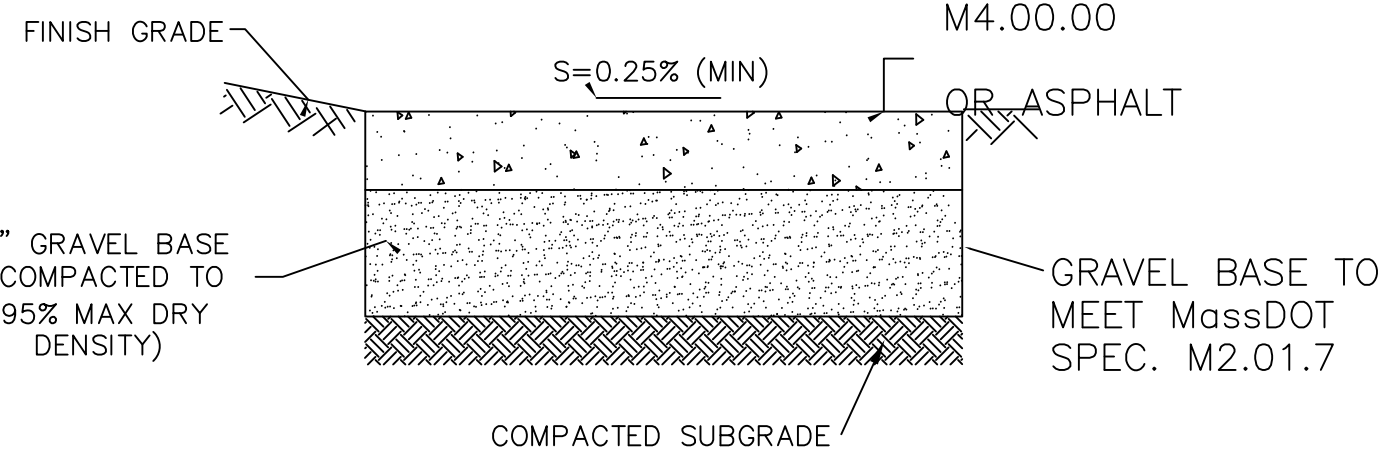
N.T.S.



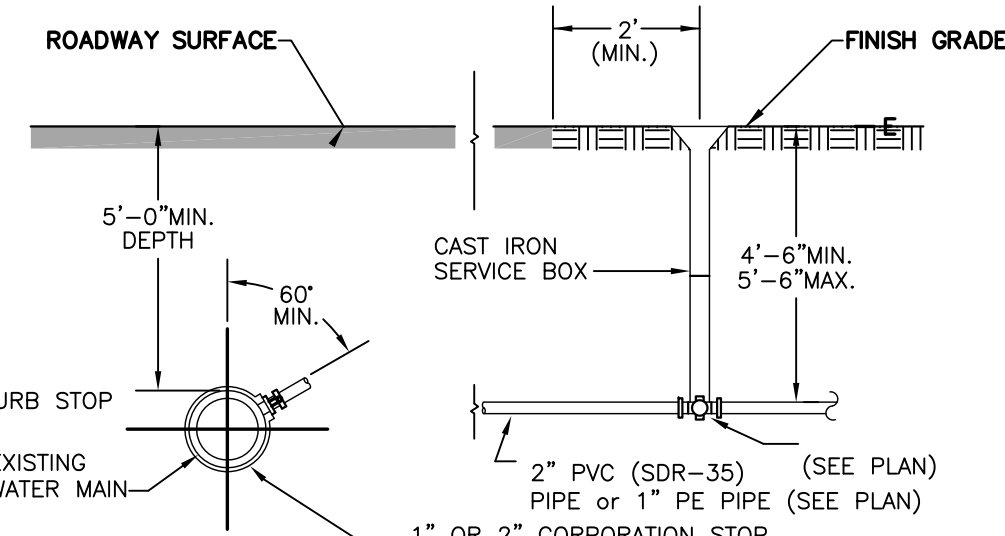
"Rol-n-Lok" joints shall be placed between manhole sections or approved equal.

Manhole openings for pipes to be provided with a "Kor-n-Seal" neoprene boot or approved equal.

SURFACE ELEMENTS: DRIVEWAY AREAS 4" REINFORCED CONCRETE TO MassDOT SPEC. M4.00.00

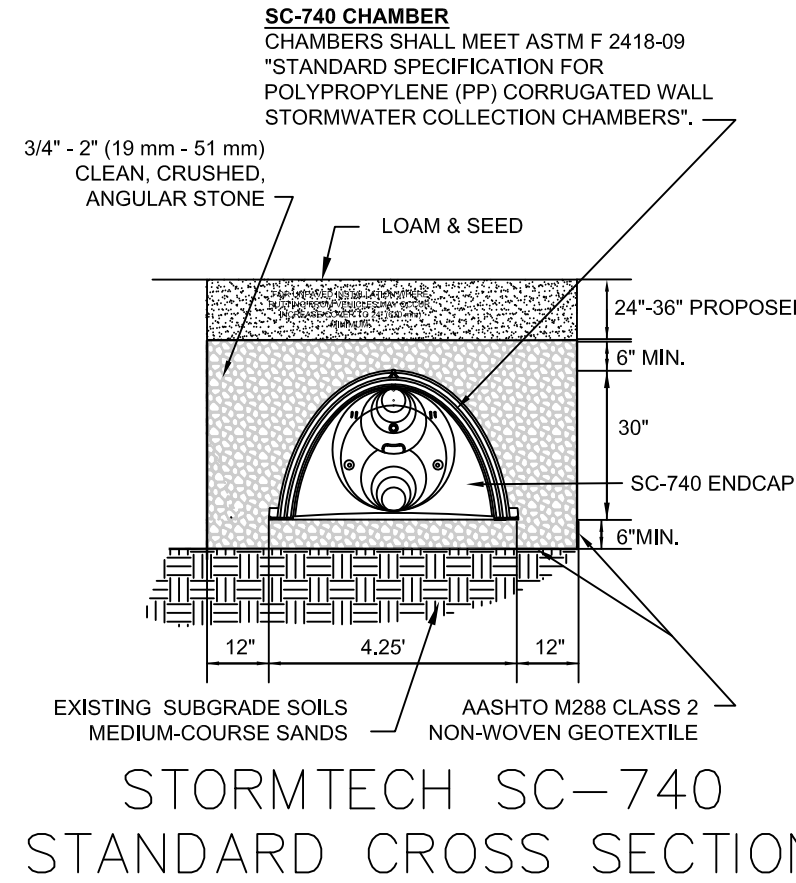
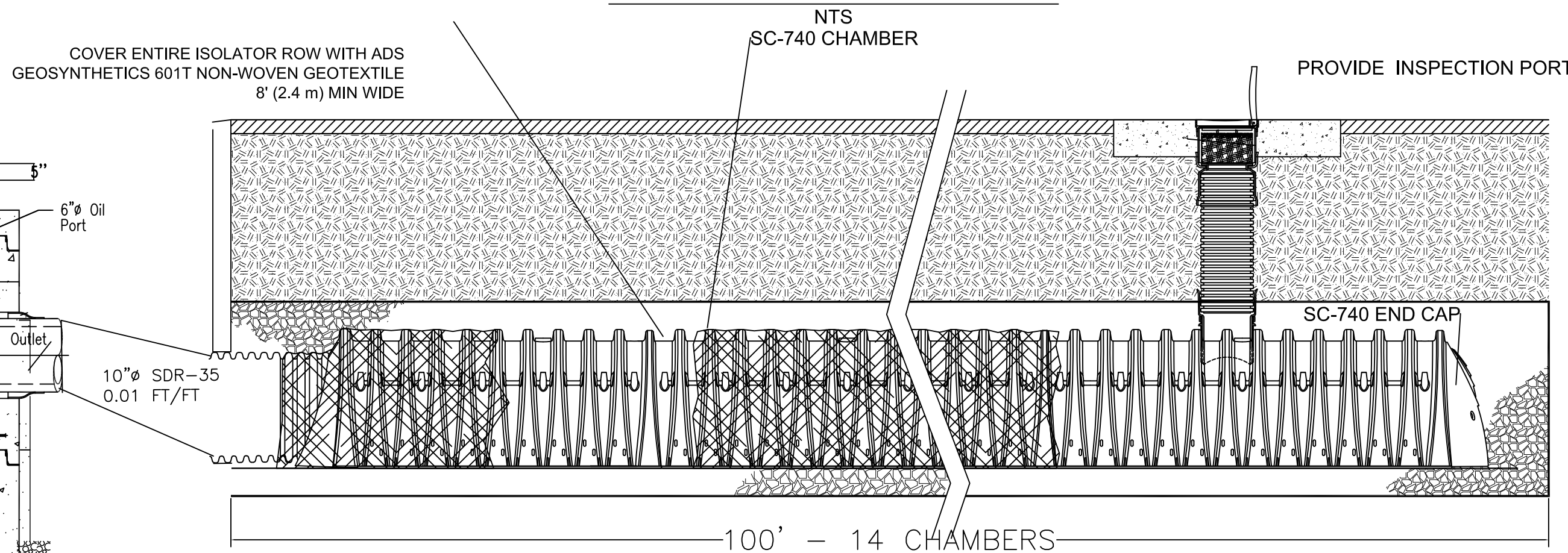


TYPICAL DRIVEWAY & PARKING LOT SECTION (NOT TO SCALE)

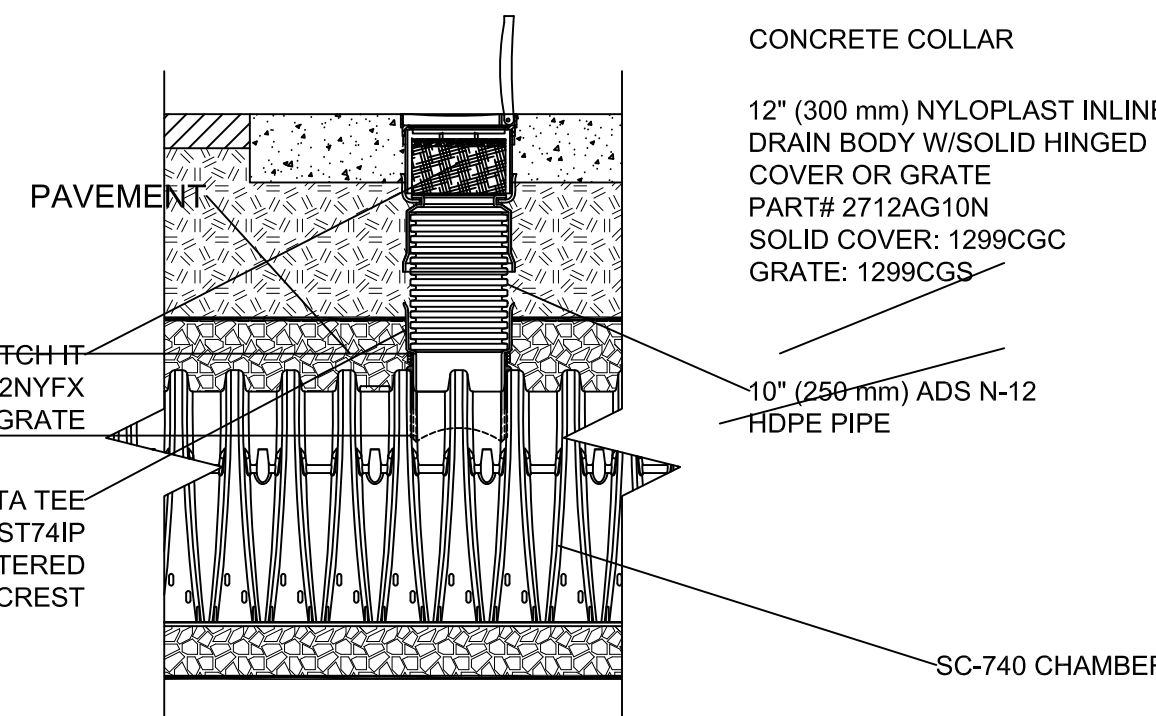


WATER SERVICE DETAIL NOT TO SCALE

SC-740 ISOLATOR ROW DETAIL PROPOSED INFILTRATION SYSTEM 1 & 2 (P-INFI 1 & 2)

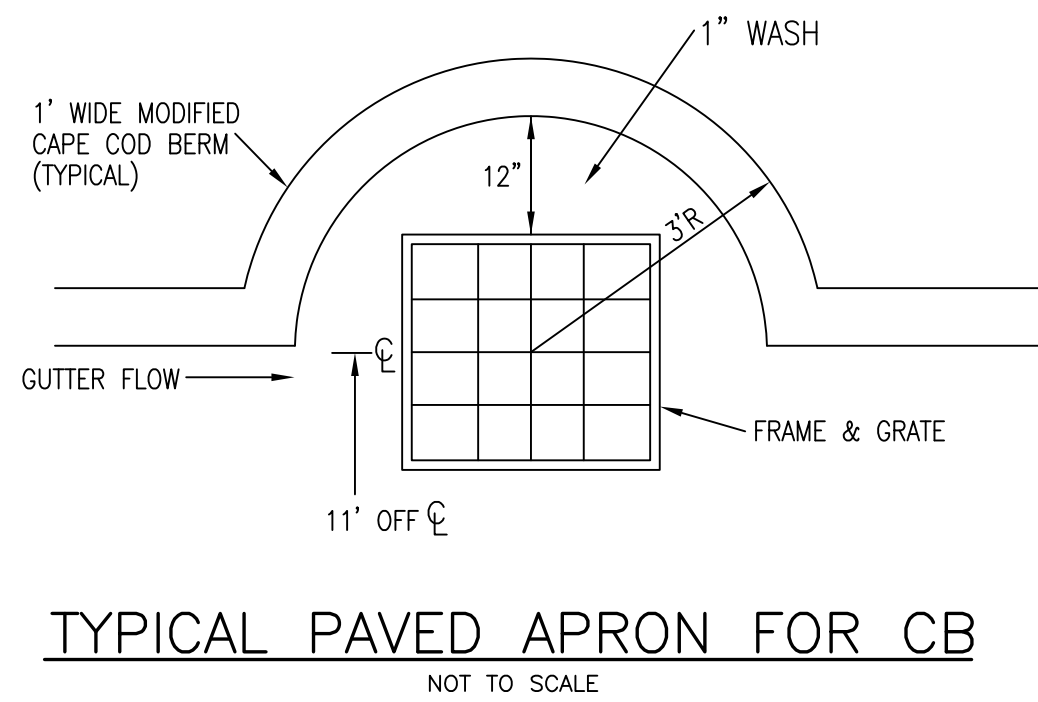


STORMTECH SC-740 STANDARD CROSS SECTION

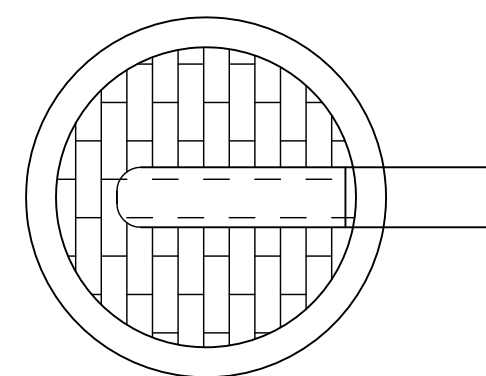


SC-740 INSPECTION PORT DETAIL NTS

TWO LAYERS OF ADS GEOSYNTHETICS 315WTK WOVEN GEOTEXTILE BETWEEN FOUNDATION STONE AND CHAMBERS 5' (1.5 m) MIN WIDE CONTINUOUS FABRIC WITHOUT SEAMS



TYPICAL PAVED APRON FOR CB NOT TO SCALE



TYPICAL DETAIL OF BRICK INVERT NO SCALE

INFRASTRUCTURE DETAILS

IN NANTUCKET, MA

AUGUST 8, 2020

SCALE: 1"=20'

ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
COFFIN FAMILY NOMINEE TRUST
SHIRLEY LOUISE COFFIN SPENCER, TR.
DEED REFERENCES:
BOOK 875, PG 172 &
BOOK 1057, PG 80
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22

NANTUCKET ENGINEERING & SURVEY, PC
20 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-5053

EXHIBIT B

Building Specifications

EXTERIOR

- Trim: Cedar left natural to weather. (Subject to HDC)
- Roof Shingles: Certainteed 3 tab asphalt, CT “something” series.
- Roof Flashing Material: Copper
- Roof Venting System: Likely a combination of roof (Proper) vent and gable venting. Potentially some mechanical venting as well, but TBD.
- Windows: Andersen 400 Series
- Doors: Thermatru insulated Fiberglass is placeholder, style TBD/HDC
- Storm Doors: MCO as placeholder, but desirability, etc., should be discussed
- Sidewall Shingles: Maibec or SBC or equivalent w/c “clears”
- Exterior Decking: Trex or a similar product if HDC approves; otherwise some flavor of mahogany
- Road and sidewalks: asphalt
 - Use of granite will be limited to necessary areas requiring extreme durability, if any. Berming will be used as necessary to direct and/or contain and manage stormwater.
- See landscaping and drainage plan in Exhibit A
- Irrigation: to support the establishment of the material illustrated around the buildings, etc.

INTERIOR

- Appliances: Each unit will have an appliance package consisting of Refrigerator/Freezer, Stove, Microwave Oven, and Dishwasher, all ENERGY STAR rated
- Common areas: There will be no interior common areas beyond limited hallways necessary for access, and the basement Laundry areas.
- Basements:
 - subdivided into individual caged storage areas
 - laundry in a common area with coin or card operated machines
 - a pair of washer and dryers per building
- Plumbing Fixtures: Kohler, models and series TBD
- Electrical Fixtures: Lighting will be recessed LED everywhere possible, Halo HVL6099FSIEM, for example, or equal. Switches, etc. to be Square D, Passe and Seymour, or equivalent.
- Heating System: TBD. Energy efficiency and fuel source to be the determining factors.
- Flooring: Hardwood, Vinyl, perhaps some Tile. Carpet to be mostly avoided, but these decisions will be discussed. Concrete in basement.
- Interior Trim: To simplify, 1”x4” side casings, 5/4”x4” headers, 1”x8” baseboard, all square edged pine painted white.

- Cabinets and Counters: Merrilat “Classic” or “Masterpiece” cabinets and vanities, and Quartzite or similar solid surface material for counters.

CONSTRUCTION TECHNICAL SPECIFICATIONS

- will be attached to the building permit applications and will be available for owner’s review prior to submitting permit applications.

EXHIBIT C

Schedule of Draws

1.	Payment at land closing (represents soft costs, design and development, etc.)	\$ 550,000
2.	Payment at time of ordering the five modular buildings (\$150,000 per building)	750,000
3.	Payment when structures received and set on foundations (\$450,000 per building)	2,250,000
4.	Payment when structures' roof and sidewall complete (\$150,000 per building)	750,000
5.	Payment upon road base coat installation	500,000
6.	Payment upon completion of rough mechanical, electrical and plumbing (\$100,000 per building)*	500,000
7.	Payment upon completion of finish mechanical, electrical and plumbing (\$120,000 per building)*	600,000
8.	Payment upon issuance of Certificates of Occupancy (\$120,000 per building)*	600,000
9.	Payment upon full completion, including all punch list items	<u>250,000</u>
TOTAL		\$ 6,750,000

* Completion of Items 6, 7 and 8 is defined by endorsement by each of the applicable inspectors at the Nantucket Building Department of the work within their purview.



75 Old South Road • P.O. Box 3149 • Nantucket, MA 02554 • Tel: 508.228.4422

February 10, 2021

Town of Nantucket Affordable Housing Trust
c/o Planning and Land Use Services
2 Fairgrounds Road
Nantucket, Massachusetts 02554

Re: Grant for Closing Costs associated with purchasing 31 Fairgrounds Road

Dear Members of the Affordable Housing Trust,

Thank you for considering our request to purchase the 31 Fairgrounds Road property. We are excited for the opportunity to partner with you to develop this site with 22 units of SHI-eligible rental housing for year-round residents of the island.

Along these lines, we are writing to request a grant to cover closing costs of \$28,063.75 associated with purchasing the property.

Please let me know if I can provide any further information, and thank you again for considering our request. I look forward to discussing with you at your meeting tomorrow.

Sincerely,

Anne Kuszpa
Executive Director

AHT MEETING

2/11/2021

AGENDA ITEM IV

MATERIALS RELATED TO PERMITTING FOR DEVELOPMENT OF 31 FAIRGROUNDS

- **PLANNING BOARD**
- **HDC**



NANTUCKET
TOWN CLERK

2020 DEC 18 AM 10:23

Nantucket Planning Board

APPROVAL OF A SPECIAL PERMIT FOR A RESIDENTIAL FLEXIBLE DEVELOPMENT

Subdivision File #PLSUB-2020-06-00070
Special Permit #PLSP-2020-06-0052

Owner: Coffin Family Nominee Trust
Applicant: Fairgrounds Common, LLC

31 Fairgrounds Road
Nantucket Tax Assessor's Map 67, Parcel 149
Residential-10 (R-10) zoning district

Recorded as Book 1057, Page 80
Nantucket Registry of Deeds

December 14, 2020

PROPOSAL

The Nantucket Planning Board at its July 20, 2020, September 14, 2020, October 26, 2020, and November 23rd meetings, considered the application of Fairgrounds Common, LLC for a Flex-Development Special Permit pursuant to section 139-8A of the Nantucket Zoning Bylaw and an Approval Required Subdivision pursuant to the *Rules and Regulations Governing the Subdivision of Land*. The applicant is proposing a twelve (12) lot, eight (8) buildable lot subdivision on a 85,298+/- S.F tract of land located off of Fairgrounds Road. The site is located in the Residential-10 (R-10) zoning district, which requires for a Flex Development, a minimum tract area of two (2) acres, or 87,120 S.F., and a minimum open space of forty (40) percent of the site.

DESCRIPTION OF THE PROPOSED PROJECT

The applicant is proposing a twelve (12) lot, eight (8) buildable lot flex development subdivision with a total of twenty-two (22) units and thirty-eight (38) bedrooms. Six (6) of the eight (8) buildable lots (Lots 2/3/4/5/6/ and 7) will have a primary, secondary, and tertiary unit while the remaining two (2) lots (Lots 1 & 8) will have a primary and a secondary unit. Configuration of the structures will utilize a zero lot line approach on Lots 2/3/4/5/6/ and 7. The design is achieved by Section 139-2 the Bylaw that allows a duplex with a tertiary dwelling attached. The ground cover per lot will not exceed 50%. Lots 11 and 12 are designated open spaces and Lots 9 and 10 are dedicated roadway parcels.

Access and parking for the lots is provided by a combination of a roadway and common driveway in a "horse-shoe" configuration with one-way traffic flow and a width of twelve (12) feet. The entrance is on the north eastern portion of the site and the exit is on the south western portion of the site. Fifty (50) off-street parking spaces are provided.

The development will include the installation of subsurface utilities, storm water infiltration, drainage, water, and sewer service. Additionally, an interior sidewalk bordering the open-space and a NRTA bus stop will be installed.

The open space will be utilized for passive recreation, including but not limited to nature study, picnicking, and horseback riding; active recreation; bicycle paths and walking trails; and structure accessory to the use of the open space which may include, but are not limited to outbuildings associated with the passive recreational use, and gazebos.

BASIS OF THE FINDINGS

The Board's findings and decision were based on the following documents:

- An Application to the Planning Board for a Special Permit dated June 22, 2020;
- An Application for Approval of a Definitive Subdivision Plan dated June 22, 2020;
- Plans entitled "31 Fairgrounds Common, LLC", which include "Existing Conditions", "Definitive Plan", "Infrastructure Plan", "Fire Truck Swept Path Plan", "Landscape and Layout Plan", "Concept Plan Showing Approval Required Lots", and "Storm Water Management Operation and Maintenance Plan", prepared for Coffin Family Nominee Trust, Shirley Louise Coffin Spenser, Trustee by Nantucket Engineering & Survey, PC on June 22, 2020 and revised November 12, 2020;
- "Storm Water Report" with "Storm Water Analysis and Infrastructure Design" prepared by Nantucket Engineering & Survey, PC June 2020;
- A document entitled "Itemized List of Improvements to be Waived or Modified" prepared by Nantucket Engineering & Survey, PC on June 22, 2020;
- A traffic study entitled, "Proposed Multifamily Housing Site Access & Traffic Review" prepared for Fairgrounds Commons LLC by Bristol Traffic & Transportation Consulting LLC on May 11, 2020;
- Representation and testimony received in connection with the Sketch Plan discussed at the March 9, 2020 Planning Board meeting. Minutes from this meeting are on file with the Planning Board;
- Various written correspondence from members of the public and their representatives;
- Various response letters from Nantucket Engineering and Survey, PC;
- Various written correspondence with the Fire Department;
- Reports by Pesce Engineering and Associates, Inc, the Planning Board's consulting engineer, dated July 13, 2020 and September 7, 2020;
- Representation, and testimony received in connection with the public hearings held July 20, 2020, September 14, 2020, October 26, 2020, and November 23, 2020. Minutes of these meetings are on file with the Planning Board; and
- Other assorted documents that are on file with the Planning Board.

The Planning Board closed the public hearing on November 23, 2020.

FINDINGS

The Board makes the following findings:

- That as proposed, the Flex Development has satisfied all criteria of Site Plan Review pursuant to 139-23 of the Zoning Bylaw;
- That the Flex Development is in harmony with the purposes and intent of the Zoning Bylaw;
- That the Flex Development allows for a greater flexibility and creativity in the design of a residential development;
- That the Flex Development encourages a more efficient form of development that consumes

less open land through the utilization of zero lot-line lots and by placing the structures closer together;

- That the Flex Development reduces the infrastructure and site disturbance through the creation of a compact development, that would otherwise be created through a traditional AR Subdivision;
- That the Flex Development encourages the permanent preservation of open space;
- That the reduction in frontage reduces potential for site disturbance, as all lots are provided with adequate access through the common driveway;
- That allowing more than 1 bedroom per 1,400 S.F. as defined in Section 139-2 Tertiary Dwelling of the Zoning Bylaw is justified due to the reduction in the minimum lot size from 10,000 S.F. to 4,000 S.F. and that the total bedroom count for the entire project is significantly less than what would be allowed through a conventional subdivision (38 total bedrooms proposed, 49 allowed through conventional subdivision);
- That as proposed, all lots are provided with adequate access;
- That the reduction of the setbacks will not have an adverse impact on the neighborhood and it will promote the purpose and intent of the Bylaw;
- That the applicant has satisfied the design criteria as outlined in 139-8A(3)(b)[1-4] of the Bylaw;
- That the applicant has followed the adequate performance criteria as outlined in 139-8A(3)(c)[1-4] of the Bylaw;
- That the total building lots do not exceed 30% more than the number of building lots which could have been created through a conventional subdivision plan;
- That the proposed open space is of importance to the community, as it will be a source of Recreational activities; and
- That granting a reduction of the minimum tract of land from 87,120 SF to 85,928 SF for a flex development is more in keeping with the surrounding area and promotes a more efficient use of the land than a conventional subdivision.

DECISION

The Planning Board is required to render a decision on the application based on Zoning Bylaw section 139-8A, which applies to flex development, and based on the *Rules and Regulations Governing the Subdivision of Land in Nantucket* (as amended through December 20, 1999)

The Nantucket Planning Board hereby **APPROVES** this proposal based on a 5-0 vote in favor of approval. Finding that the application of Fairgrounds Common, LLC, as modified by the following conditions, is in harmony with the general purpose and intent of the Nantucket Zoning Bylaw and the *Rules and Regulations Governing the Subdivision of Land* and hereby **APPROVES** a Special Permit for a Flex Development, based on a 5-0 vote in favor of approval, pursuant to section 139-8A of the Nantucket Zoning Bylaw.

The Board has determined the following regarding the requested waivers:

That the following waivers from the *Rules and Regulations Governing the Subdivision of Land* shall be granted:

- | | | |
|------|-------------------------|---|
| 3.01 | Zoning | WAIVER GRANTED – see condition 2 below; |
| 3.06 | One Dwelling per Lot | WAIVER GRANTED – three dwellings allowed per lot; |
| 4.03 | Streets (roadway width) | WAIVER GRANTED – the roadway width may be reduced to 12' for one-way traffic; |
| 4.10 | Guard Rails and Posts | |

rental properties, shall be established in the form of a corporation, nonprofit organization, or trust and endowed by the applicant for the maintenance of all roadways, drainage, utilities, landscaping, and wastewater treatment. The Association shall be initially endowed at the rate of \$1,000.00 per unit. Proof of payment into the fund shall be provided prior to the issuance of the first Certificate of Occupancy;

5. That should any of the lots be transferred out of common ownership, documentation regarding the conveyance of the roadway parcel to the Ownership Association shall be provided to the Planning Board in advance of any lot being transferred out of common ownership.
6. That preservation of the open space shall be required. A restriction defining the protection of the open space shall be enforceable by the Town or County of Nantucket and recorded at the Nantucket County Registry of Deeds or the Registry District of the Land Court;
7. That the open space shall be either owned by the Town or County of Nantucket; owned by the Nantucket Islands Land Bank; conveyed to an established nonprofit organization, a principle purpose of which is the conservation of open land; or subject to a permanent conservation restriction, as provided in MGL c. 184, §§ 31 through 33, and owned in common by a corporation or trust composed of the owners of lots within the development. A letter of intent to hold the conservation restriction from the prospective holder shall be required before a final plan is endorsed;
8. That the lots shall be prohibited from any further subdivision. However, minor lot line adjustments shall be permitted through the Approval Not Required (ANR) process;
9. That all lots be connected to municipal sewer and water;
10. That a minimum of 50 parking spaces as delineated on the site plan shall be provided, with each unit being designated specific parking space(s);
11. Signs shall be placed at each parking space to indicate to which unit the parking spaces are designated;
12. There shall be no more than twenty-two (22) units and no more than thirty-eight (38) bedrooms;
13. That each unit have separate and designated unfinished storage in the basement;
14. That minor site plan review for minimal changes and additions, such as zoning sheds, may occur without holding a public hearing;
15. That the Applicant agrees to construct a bus stop and seating area for Nantucket Regional Transit Authority along the roadway layout of Fairgrounds Road abutting the site at the Applicant's expense. This proposal shall be presented to NRTA and/or Town/Country of Nantucket prior to the issuance of the final Certificate of Occupancy. If the Town/Country of Nantucket and/or NRTA refuses the construction of the bus stop and seating area, the refusal shall not affect this decision;
16. That the Applicant construct a sidewalk within the roadway layout along Fairgrounds Road from the site to Trotter's Lane with a crosswalk at the intersection of Fairground's Road and Trotter's Lane to the bike-path at the Applicant's expense prior to the issuance of the final Certificate of Occupancy. If the Town/Country of Nantucket refuses the construction of the sidewalk and crosswalk, the refusal shall not affect this decision;

17. That if any units are to be utilized as rental units, a management plan must be submitted and approved by the Planning Board prior to the first Certificate of Occupancy. The Planning Board may review and approve such plan without holding a public hearing. Additionally, a maintenance contact must be kept on file with the Planning Board at all times;
18. A pre-construction meeting shall be scheduled with planning staff and conducted prior to any paving, utility, or other construction.
19. The following intensity regulations shall apply:
 - a. Ground Cover Ratio –50%
 - b. Front Setback –0
 - c. Side/Rear Setback – 0
 - d. Minimum Lot Size –4,000 S.F.
 - e. Frontage – 0

SIGNATURE PAGE TO FOLLOW

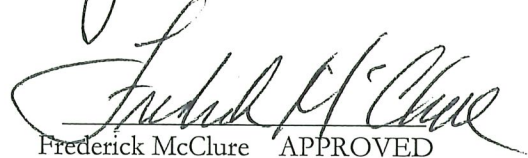
RECORD OF VOTE

On November 23, 2020 the Planning Board voted 5-0 to **APPROVE** the applications for an Approval Required Subdivision and Flex Development Special Permit and on December 14, 2020 the Planning Board voted 5-0 to **ENDORSE** this decision


Judith Wegner APPROVED


John Trudel APPROVED


Nathaniel Lowell APPROVED


Frederick McClure APPROVED

David Iverson APPROVED

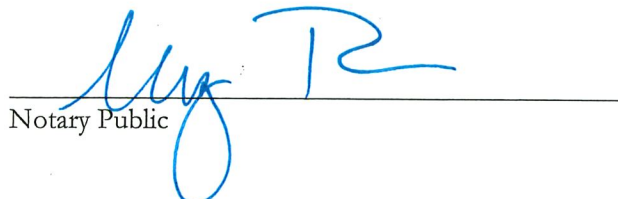
COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS

December 18, 2020

On the 18th day of December, 2020, before me, the undersigned notary public,

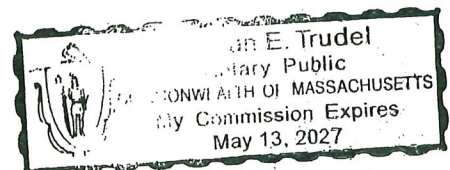
personally appeared Judith Wegner, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily for the purposes therein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



Notary Public

May 13, 2027

My Commission Expires



CERTIFICATE NO: _____

DATE ISSUED: _____

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°. 149
 Street & Number of Proposed Work: 31 FAIR GROUNDS (384)
 Owner of record: COFFIN FAM. NOM. TRS. UNIT (A)
 Mailing Address: PO BOX 285
NANTUCKET, MA 02554
 Contact Phone #: 508.735.5159 E-mail: _____

AGENT INFORMATION (if applicable)

Name: BROOK MEERBERGEN
 Mailing Address: PO BOX 673
02554
 Contact Phone #: 8.1388 E-mail: _____

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 54'-0" Sq. Footage 1st floor: 1776 Decks/Patio: Size: 328 ☒ 1st floor ☐ 2nd floor
 Width: 44'-0" Sq. footage 2nd floor: 1572 Size: _____ ☐ 1st floor ☐ 2nd floor
 Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North NO Δ South _____ East _____ West _____
 Height of ridge above final finish grade: North 24'-11" South 27'-2"/24'-2" East 27'-2"/24'-11" West _____

Additional Remarks

Historic Name:

REVISIONS* 1. East Elevation

Historic Name:

Original Date:

Original Builder:

Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

REVISIONS*

1. East Elevation
2. South Elevation
3. West Elevation
4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

Foundation: Height Exposed 8" ☐ Block ☐ Block Parged ☐ Brick (type) ☒ Poured Concrete ☐ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) ☐ Other

Roof Pitch: Main Mass 9 /12 Secondary Mass 9 /12 Dormer 5 /12 Other 5/12 PORCH

Roofing material: ☒ Asphalt: ☒ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.)

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) FIBERGLASS GUTTER CO(G-60)

Leaders (material and size): _____

Sidewall: ☒ White cedar shingles ☐ Clapboard (exposure: _____ inches) Front ☐ Side ☐
☐ Other _____

Trim: A. Wood ☒ Pine ☐ Redwood ☐ Cedar ☐ Other _____
B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____
C. Dimensions: Fascia 1x8 Rake 1x8 Soffit (Overhang) 10" Corner boards 5/4x6 Frieze 1x4
Window Casing 5/4x4 Door Frame 5/4x4 Columns/Posts: Round _____ Square 7x7

Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☒ Other AWNING
☐ True Divided Lights(muntins), single pane ☒ SDL's (Simulated Divided Lights) Manufacturer ANDERSEN

Doors* (type and material): ☐ TDL ☒ SDL Front 6LT/2PANEL Rear _____ Side _____
Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall NTW Clapboard (if applicable) _____ Roof HARVARD SLATE
Trim COPPLESTONE Sash BLACK Doors BLACK
Deck NTW MAHOG Foundation GREY Fence BLACK Shutters _____

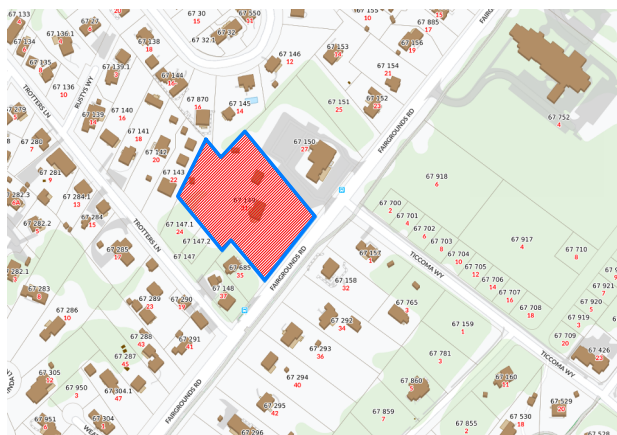
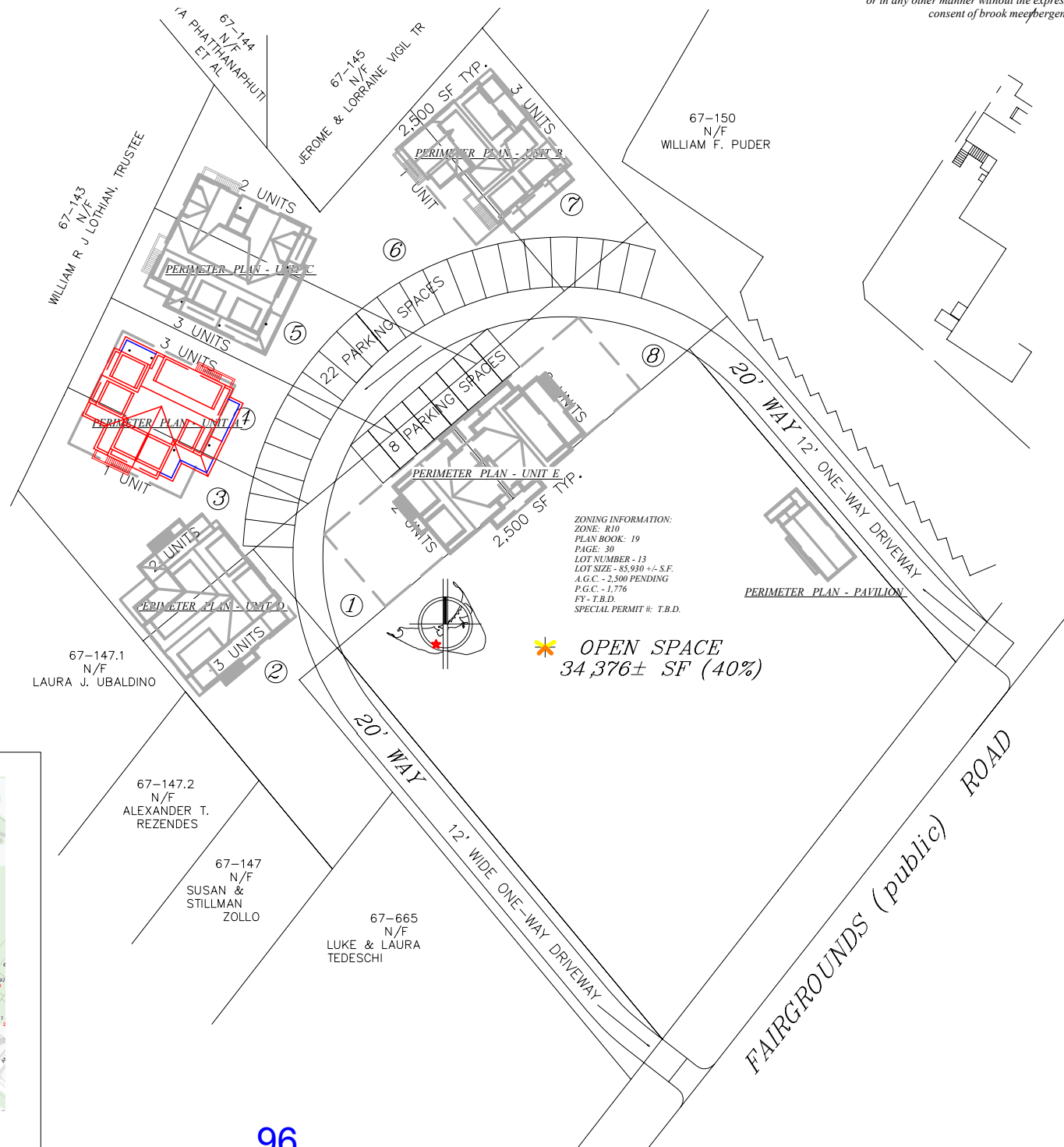
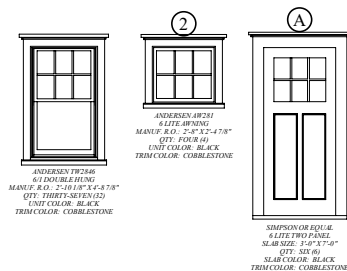
* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of

SCALE: 1" = 60'-0"

MEERBERGEN DESIGNS
PO BOX 673
NANTUCKET, MA 02554
508.228.1388

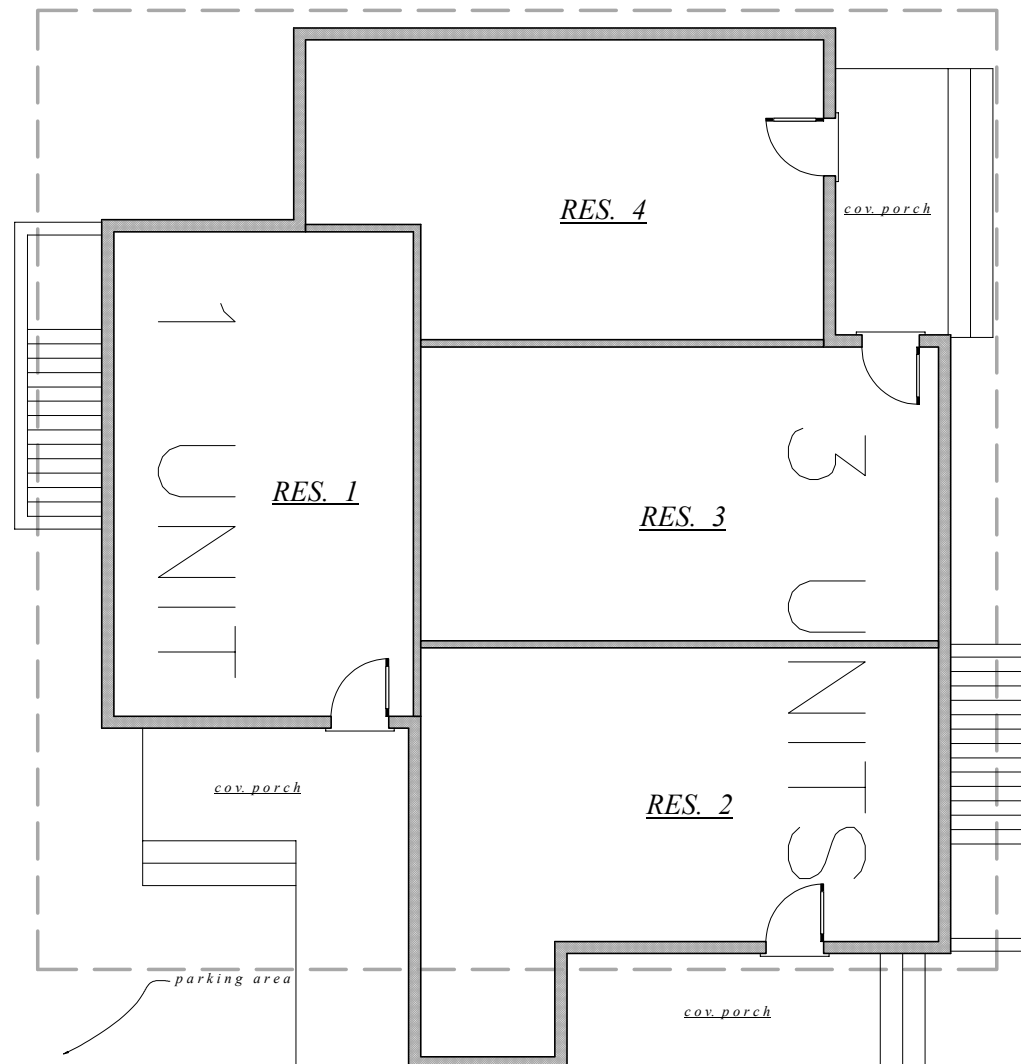
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LOCUS MAP - NOT TO SCALE
COFFIN FAM. N.T. - MAP 67; PCL 149

MULTI FAMILY STRUCTURE
 PERIMETER CONCEPT - UNIT (A)
 31 FAIRGROUNDS ROAD - #3 & #4
 SCALE: 1" = 10'-0"

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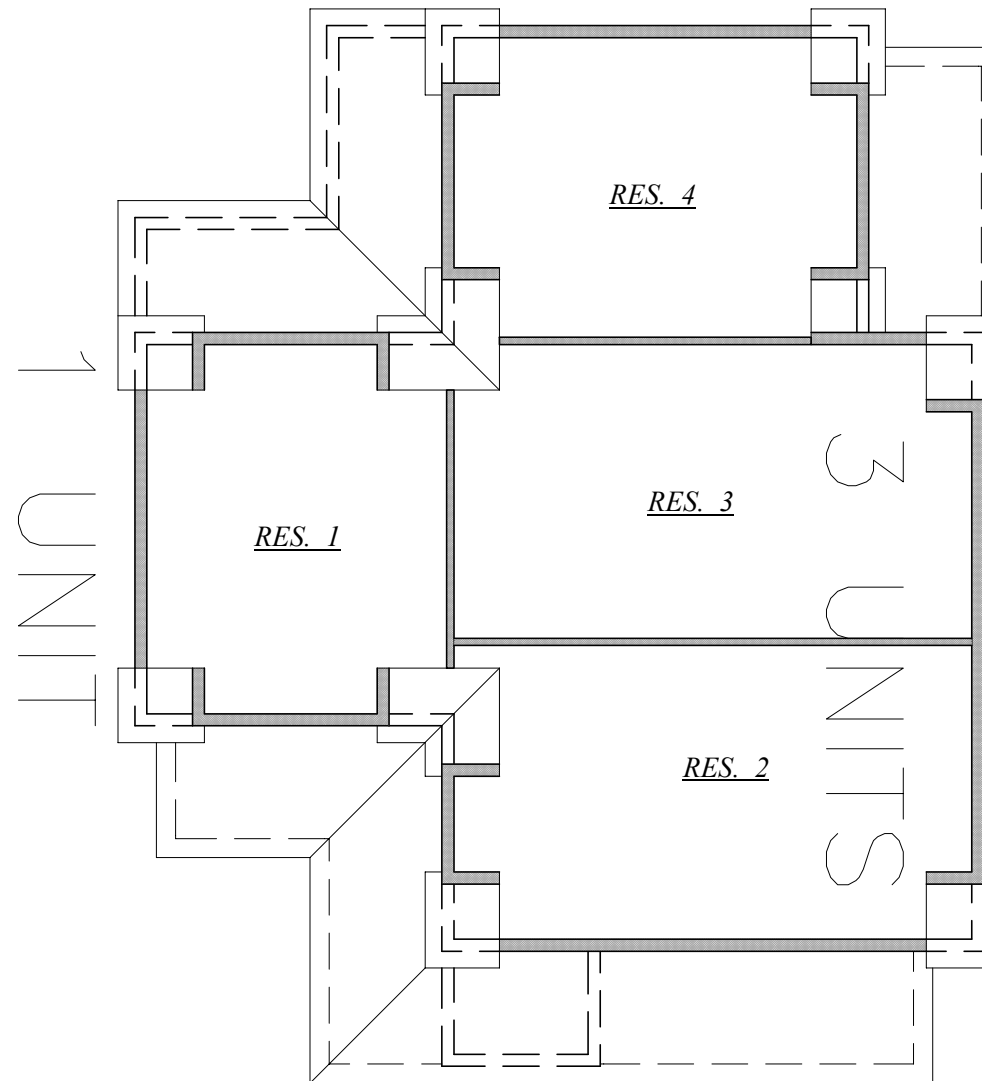


PERIMETER PLAN - UNIT A (ground floor)

g.c. => 1776
 2nd flr => 1572

MULTI FAMILY STRUCTURE
PERIMETER CONCEPT - UNIT (A)
31 FAIRGROUNDS ROAD - #3 & #4
SCALE: 1" = 10'-0"

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PERIMETER PLAN - UNIT A (second floor)

g.c. => 1776

2nd flr => 1572

MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT (A)
 31 FAIRGROUNDS ROAD - #3 & #4
 SCALE: 1" = 10'-0"

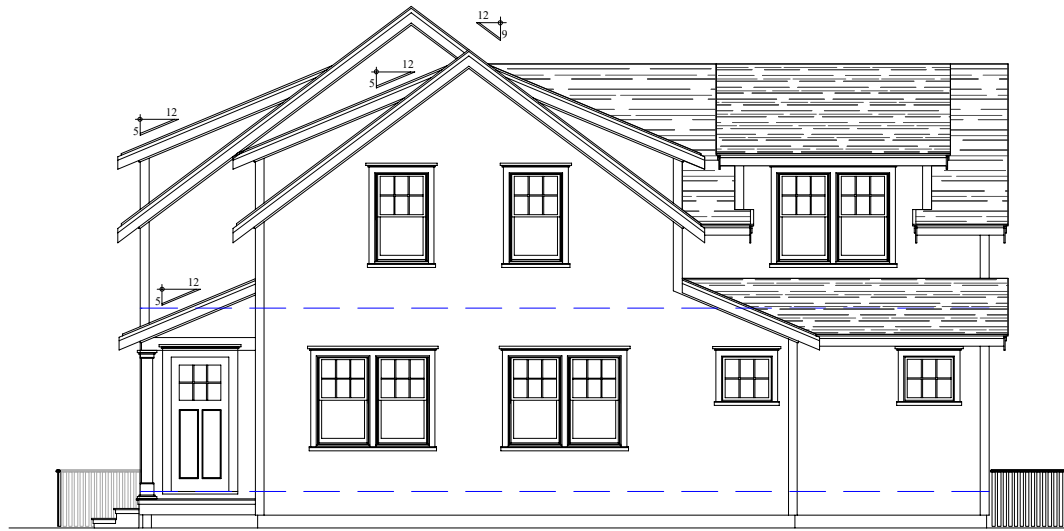
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MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT (A)
 31 FAIRGROUNDS ROAD - #3 & #4
 SCALE: 1" = 10'-0"

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NORTH ELEVATION - UNIT A



WEST ELEVATION - UNIT A

CERTIFICATE NO: _____

DATE ISSUED: _____

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°. 149
 Street & Number of Proposed Work: 31 FAIRGROUNDS (6&7)
 Owner of record: COFFIN FAM. NOM. TRS. (UNIT B)
 Mailing Address: PO BOX 285
NANTUCKET, MA 02554
 Contact Phone #: 508-735-5159 E-mail: _____

AGENT INFORMATION (if applicable)

Name: BROOK MEERBERGEN
 Mailing Address: PO BOX 673
02554
 Contact Phone #: 81388 E-mail: _____

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____

Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 54'-0" Sq. Footage 1st floor: 1924 Decks/Patio: Size: 1924 ☒ 1st floor ☐ 2nd floor
31/8 * .20 => Width: 46'-0" Sq. footage 2nd floor: 1194 Size: _____ ☐ 1st floor ☐ 2nd floor
\$623.60 Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North NO Δ' South _____ East _____ West _____
 Height of ridge above final finish grade: North 24'-2 1/2" South 24'-2 1/2" East 24'-2 1/2" West 20'-2 1/2"

Additional Remarks

Historic Name:

REVISIONS* 1. East Elevation

Historic Name: _____

Original Date: _____

Original Builder: _____

Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

REVISIONS*

1. East Elevation

2. South Elevation

3. West Elevation

4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

Foundation: Height Exposed <u>8"</u>		☐ Block		☐ Block Parged		☐ Brick (type) _____		☒ Poured Concrete		☐ Piers	
Masonry Chimney:		☐ Block Parged		☐ Brick (type) _____		☐ Other _____					
Roof Pitch: Main Mass <u>12</u> /12		Secondary Mass <u>12</u> /12		Dormer <u>5</u> /12		Other <u>5/12 PORCH</u>					
Roofing material:		☒ Asphalt:		☒ 3-Tab		☐ Architectural					
		☐ Wood		(Type: Red Cedar, White Cedar, Shakes, etc.) _____							
Skylights (flat only):		Manufacturer _____		Rough Opening _____		Size _____		Location _____			
		Manufacturer _____		Rough Opening _____		Size _____		Location _____			
Gutters:		☐ Wood		☐ Aluminum		☐ Copper		☐ Leaders (material) <u>FIBERGLASS GUTTER CO (G.I.60)</u>			
Leaders (material and size): _____											
Sidewall:		☒ White cedar shingles		☐ Clapboard (exposure: _____ inches)		Front ☐		Side ☐			
		☐ Other _____									
Trim:		A. Wood		☒ Pine		☐ Redwood		☐ Cedar		☐ Other _____	
		B. Treatment		☒ Paint		☐ Natural to weather		☐ Other _____			
		C. Dimensions:		Fascia <u>1x8</u>		Rake <u>1x8</u>		Soffit (Overhang) <u>Ø</u>		Corner boards <u>5/4x6</u>	
				Window Casing <u>5/4x4</u>		Door Frame <u>5/4x4</u>		Columns / Posts: Round _____		Square <u>7x7</u>	
Windows*:		☒ Double Hung		☐ Casement		☐ All Wood		☒ Other <u>AWNING</u>			
		☐ True Divided Lights(muntins), single pane		☒ SDL's (Simulated Divided Lights)		Manufacturer <u>ANDERSEN</u>					
Doors* (type and material):		☐ TDL		☒ SDL		Front <u>2 LITE / 1 PANEL</u>		Rear _____		Side _____	
		Garage Door(s):		Type _____		Material _____					
Hardscape materials:		Driveways _____		Walkways _____		Walls _____					

* Note: Complete door and window schedules are required.

COLORS

Sidewall <u>NTW</u>	Clapboard (if applicable) _____	Roof <u>HARVARD SLATE</u>
Trim <u>COBBLESTONE</u>	Sash <u>BLACK</u>	Doors <u>BLACK</u>
Deck <u>NTW MAHOG</u>	Foundation <u>GREY</u>	Fence <u>BLACK</u>
		Shutters _____

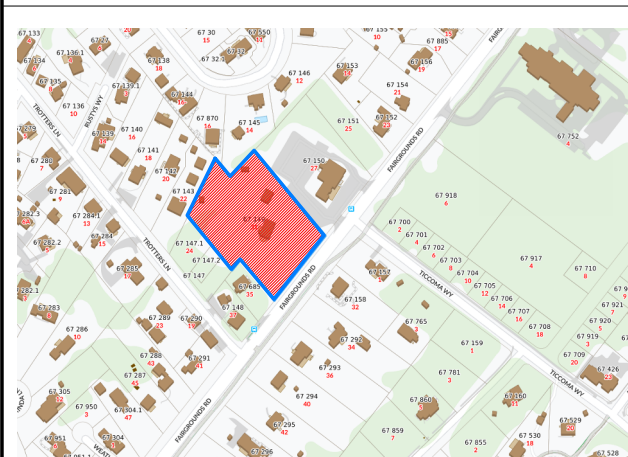
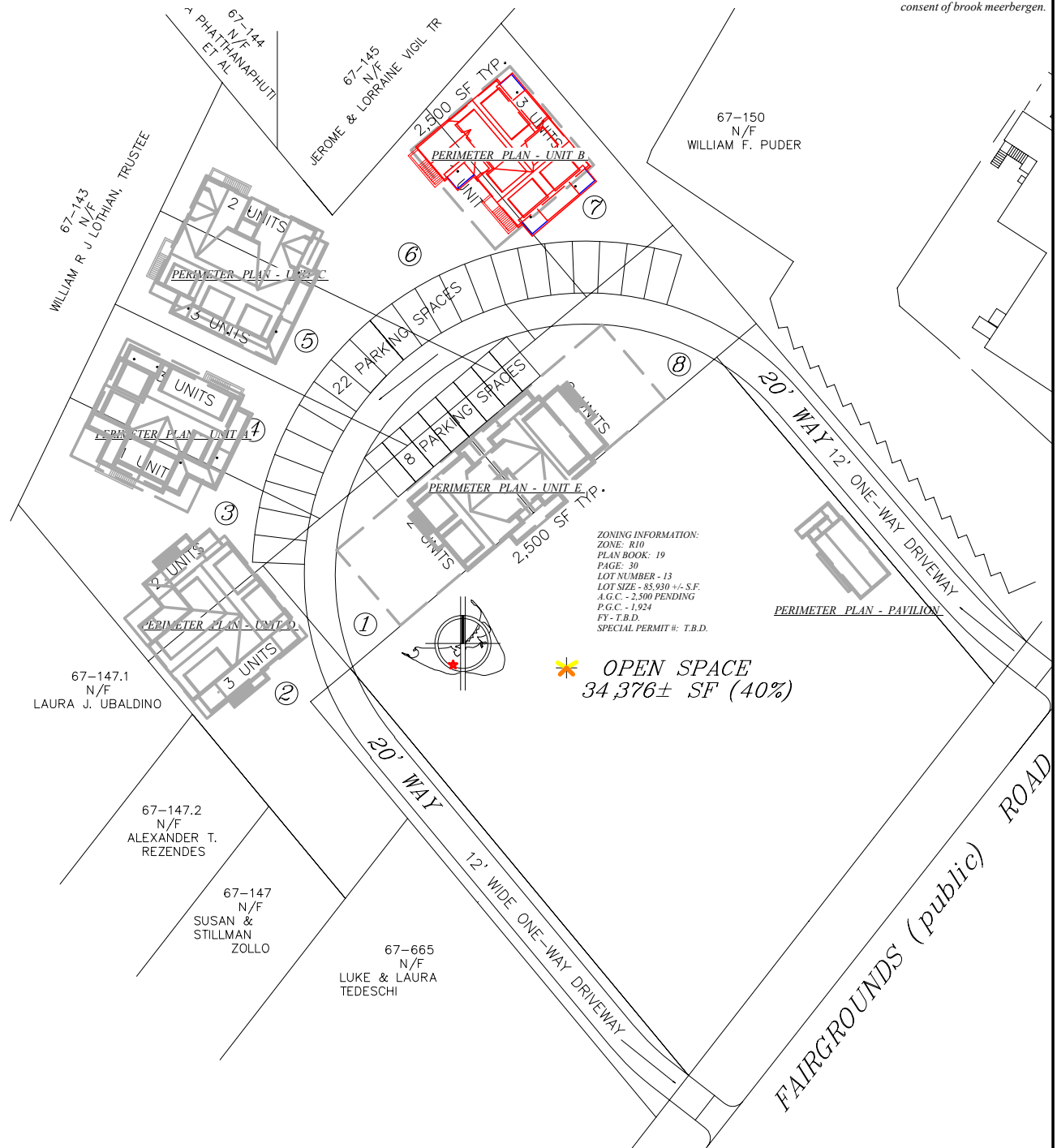
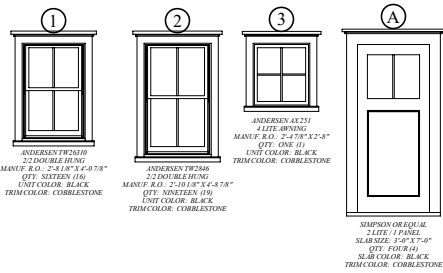
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MULTI FAMILY STRUCTURES
SITE CONCEPT - UNIT (B)
31 FAIREGROUNDS ROAD - #6 & #7
SCALE: 1" = 60'-0"

MEERBERGEN DESIGNS
 PO BOX 673
 NANTUCKET, MA 02554
 508.228.1388

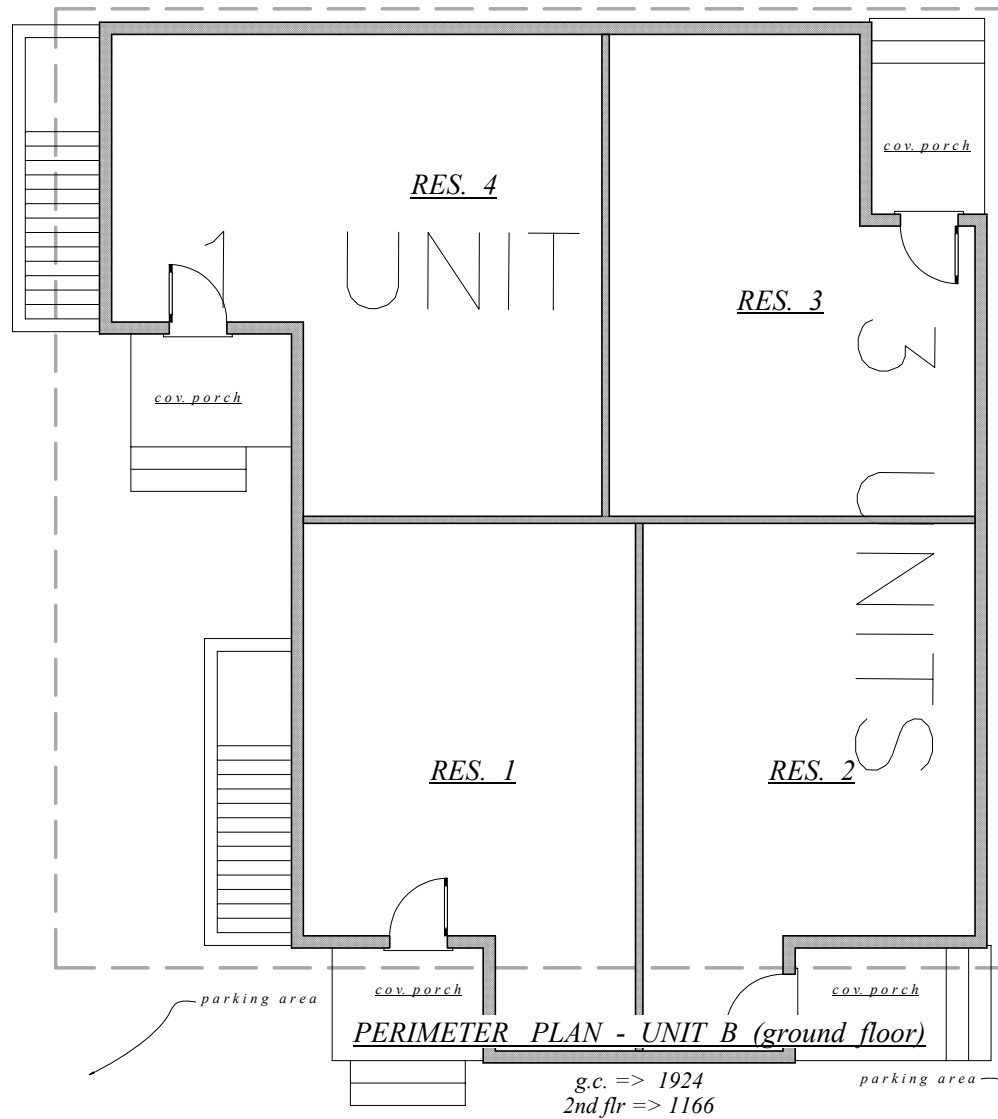
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LOCUS MAP - NOT TO SCALE
COFFIN FAM. N.T. - MAP 67; PCL 149

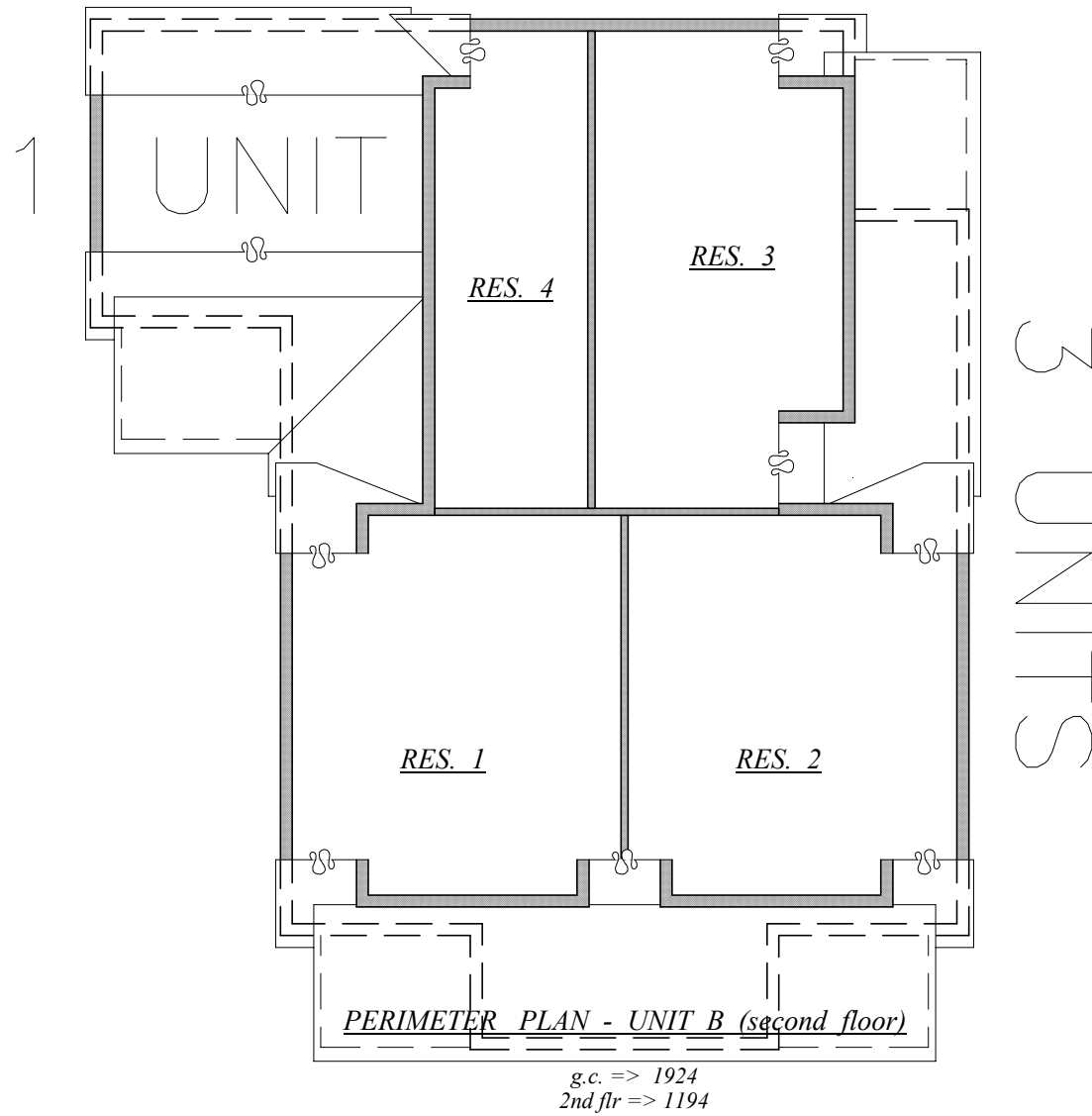
MULTI FAMILY STRUCTURE
 PERIMETER CONCEPT - UNIT (B)
 31 FAIRGROUNDS ROAD - #6 & #7
 SCALE: 1" = 10'-0"

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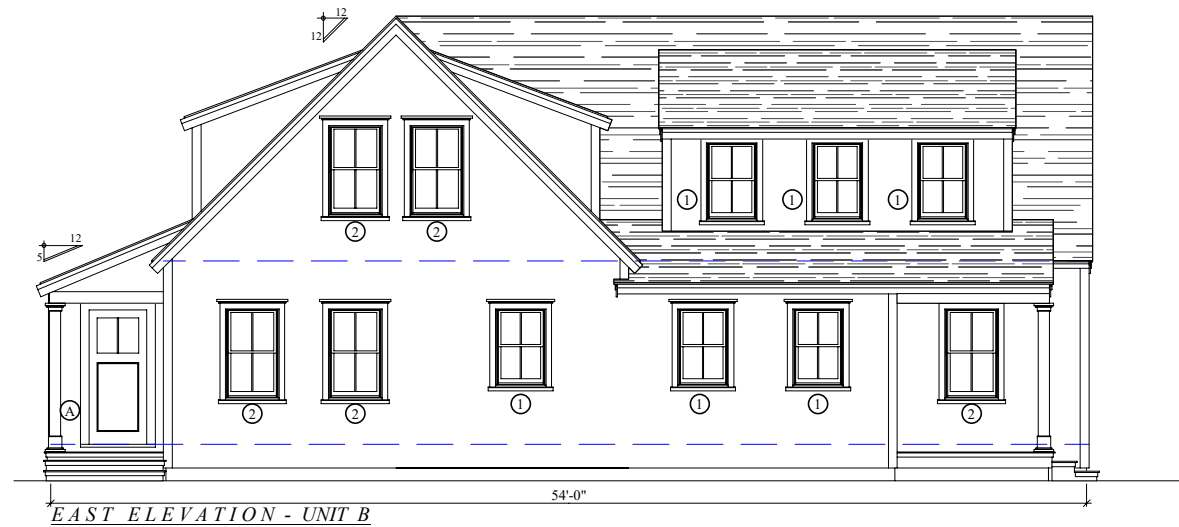
MULTI FAMILY STRUCTURE
PERIMETER CONCEPT - UNIT (B)
31 FAIRGROUNDS ROAD - #6 & #7
SCALE: 1" = 10'-0"

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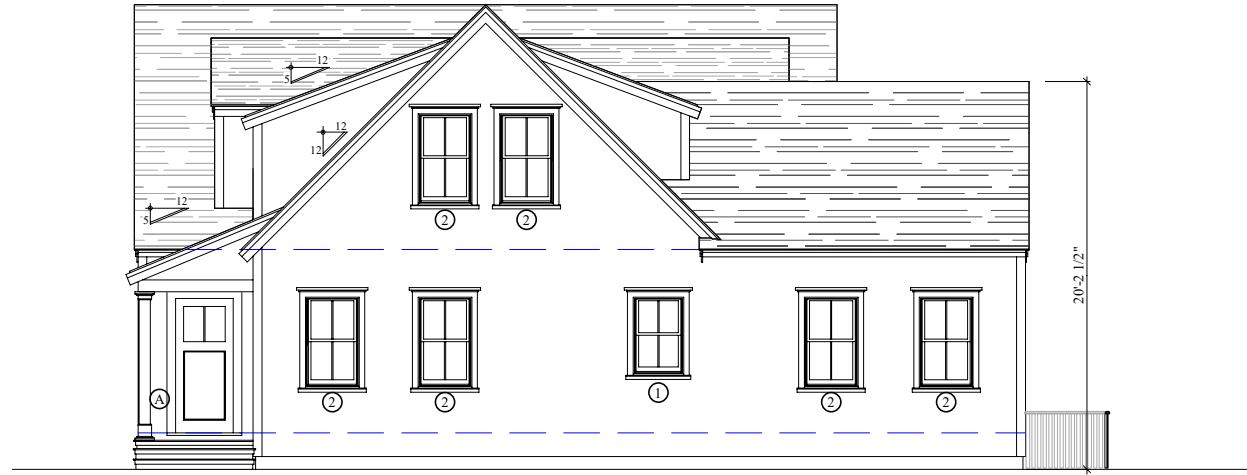
MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT (B)
 31 FAIRGROUNDS ROAD - #6 & #7
 SCALE: 1" = 10'-0"

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MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT (B)
 31 FAIRGROUNDS ROAD - #6 & #7
 SCALE: 1" = 10'-0"

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NORTH ELEVATION - UNIT B



WEST ELEVATION - UNIT B

CERTIFICATE NO: _____

DATE ISSUED: _____

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

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The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°. 149
 Street & Number of Proposed Work: 31 FAIRGROUNDS (586)
 Owner of record: COFFIN FAM. NOM. TRS (UNIT C)
 Mailing Address: PO BOX 285
NANTUCKET, MA 02554
 Contact Phone #: 508-735-9159 E-mail: _____

AGENT INFORMATION (if applicable)

Name: BROOK MEERBERGEN
 Mailing Address: PO BOX 673
02554
 Contact Phone #: 81388 E-mail: _____

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____

Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 54'-0" Sq. Footage 1st floor: 2288 Decks/Patio: Size: 322A ☒ 1st floor ☐ 2nd floor
4312 * .20 => Width: 52'-0" Sq. footage 2nd floor: 2024 Size: _____ ☐ 1st floor ☐ 2nd floor
\$862.40 Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North NO Δ South _____ East _____ West _____
 Height of ridge above final finish grade: North 23'-8 1/2" South 27'-0 1/2" East 24'-6 1/2" West 26'-2 1/2"

Additional Remarks

Historic Name:

REVISIONS* 1. East Elevation

Historic Name:

Original Date:

Original Builder:

Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

REVISIONS*

(describe)

1. East Elevation

2. South Elevation

3. West Elevation

4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

Foundation: Height Exposed <u>8"</u> ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☒ Poured Concrete ☐ Piers	
Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____	
Roof Pitch: Main Mass <u>10</u> /12 Secondary Mass <u>10</u> /12 Dormer <u>6</u> /12 Other <u>5/12 PORCH</u>	
Roofing material: ☒ Asphalt: ☒ 3-Tab ☐ Architectural ☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____	
Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____ Manufacturer _____ Rough Opening _____ Size _____ Location _____	
Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) <u>FIBERGLASS GUTTER CO. (G-60)</u>	
Leaders (material and size): _____	
Sidewall: ☒ White cedar shingles _____ ☐ Clapboard (exposure: _____ inches) Front ☐ Side ☐ ☐ Other _____	
Trim: A. Wood ☒ Pine ☐ Redwood ☐ Cedar ☐ Other _____ B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____ C. Dimensions: Fascia <u>1x8</u> Rake <u>1x8</u> Soffit (Overhang) <u>Ø</u> Corner boards <u>5/4x6</u> Frieze <u>Ø</u> Window Casing <u>5/4x4</u> Door Frame <u>5/4x4</u> Columns/Posts: Round _____ Square <u>7x7</u>	
Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☐ Other _____ ☐ True Divided Lights(muntins), single pane ☒ SDL's (Simulated Divided Lights) Manufacturer <u>ANDERSEN</u>	
Doors* (type and material): ☐ TDL ☒ SDL Front <u>4 LITE</u> Rear <u>4 LITE</u> Side <u>4 LITE</u> Garage Door(s): Type _____ Material _____	
Hardscape materials: Driveways _____ Walkways _____ Walls _____	

* Note: Complete door and window schedules are required.

COLORS		
Sidewall <u>NTW</u>	Clapboard (if applicable) _____	Roof <u>HARVARD SLATE</u>
Trim <u>COBBLESTONE</u>	Sash <u>BLACK</u>	Doors <u>BLACK</u>
Deck <u>NTW MAHOG</u>	Foundation <u>GREY</u>	Fence _____ Shutters _____

* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of

MULTI FAMILY STRUCTURES

SITE CONCEPT - UNIT (C)

31 FAREGROUNDS ROAD - #5 & #6

SCALE: 1" = 60'-0"

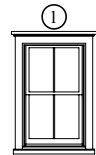
MEERBERGEN DESIGNS

PO BOX 673

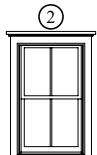
NANTUCKET, MA 02554

508.228.1388

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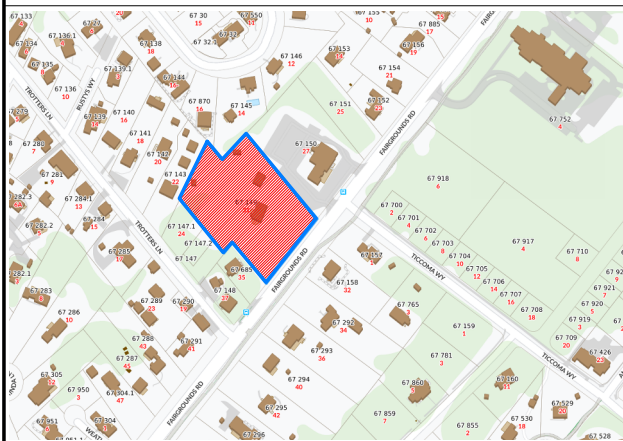
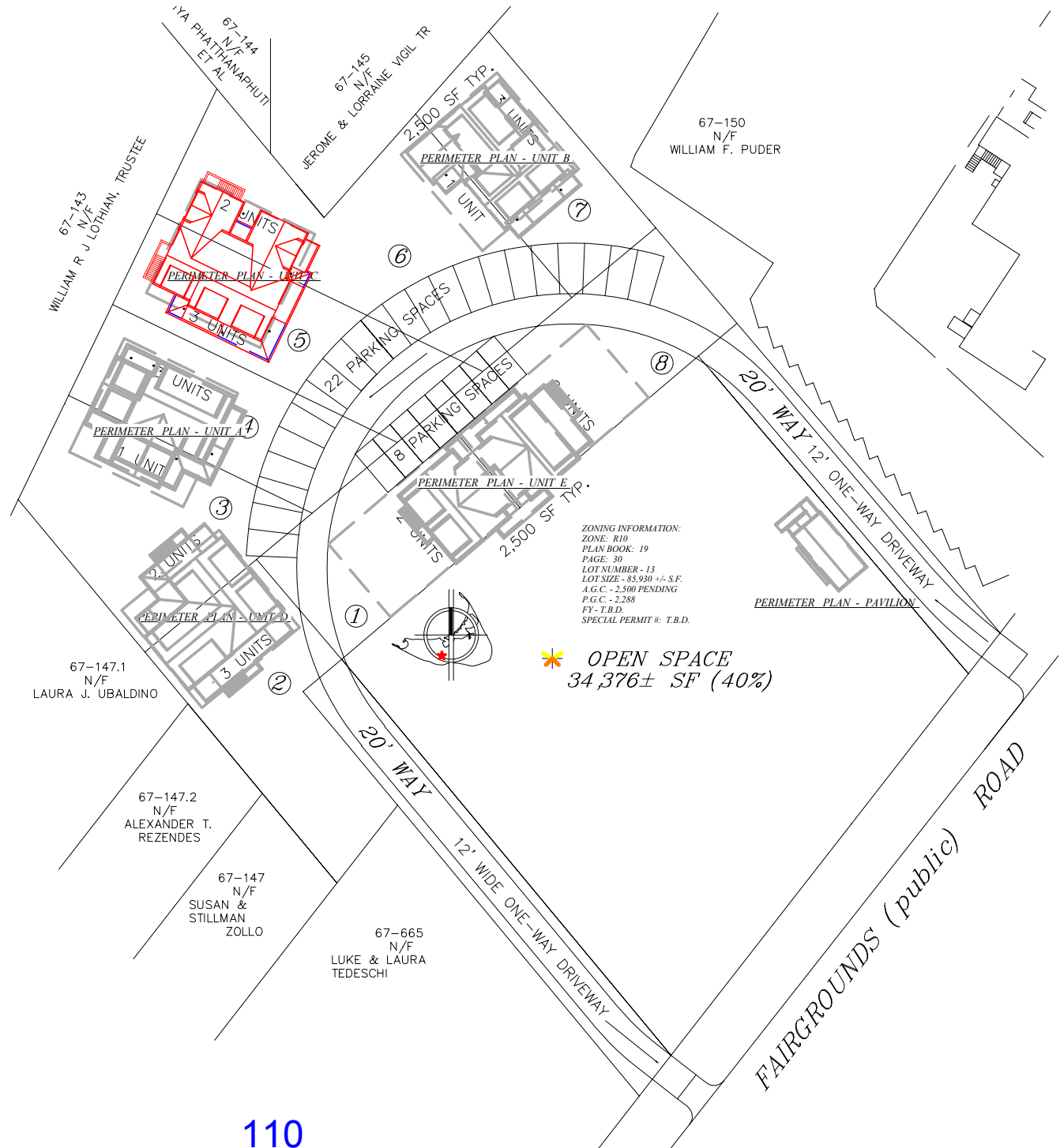
ANDERSEN TW2810
2/2 DOUBLE HUNG
MANUF. R.O. 2'-7 1/8" X 4'-4 7/8"
QTY. SEVEN (7)
UNIT COLOR: BLACK
TRIM COLOR: COBBLESTONE



ANDERSEN TW2816
2/2 DOUBLE HUNG
MANUF. R.O. 2'-10 1/8" X 4'-8 7/8"
QTY. THIRTY (30)
UNIT COLOR: BLACK
TRIM COLOR: COBBLESTONE



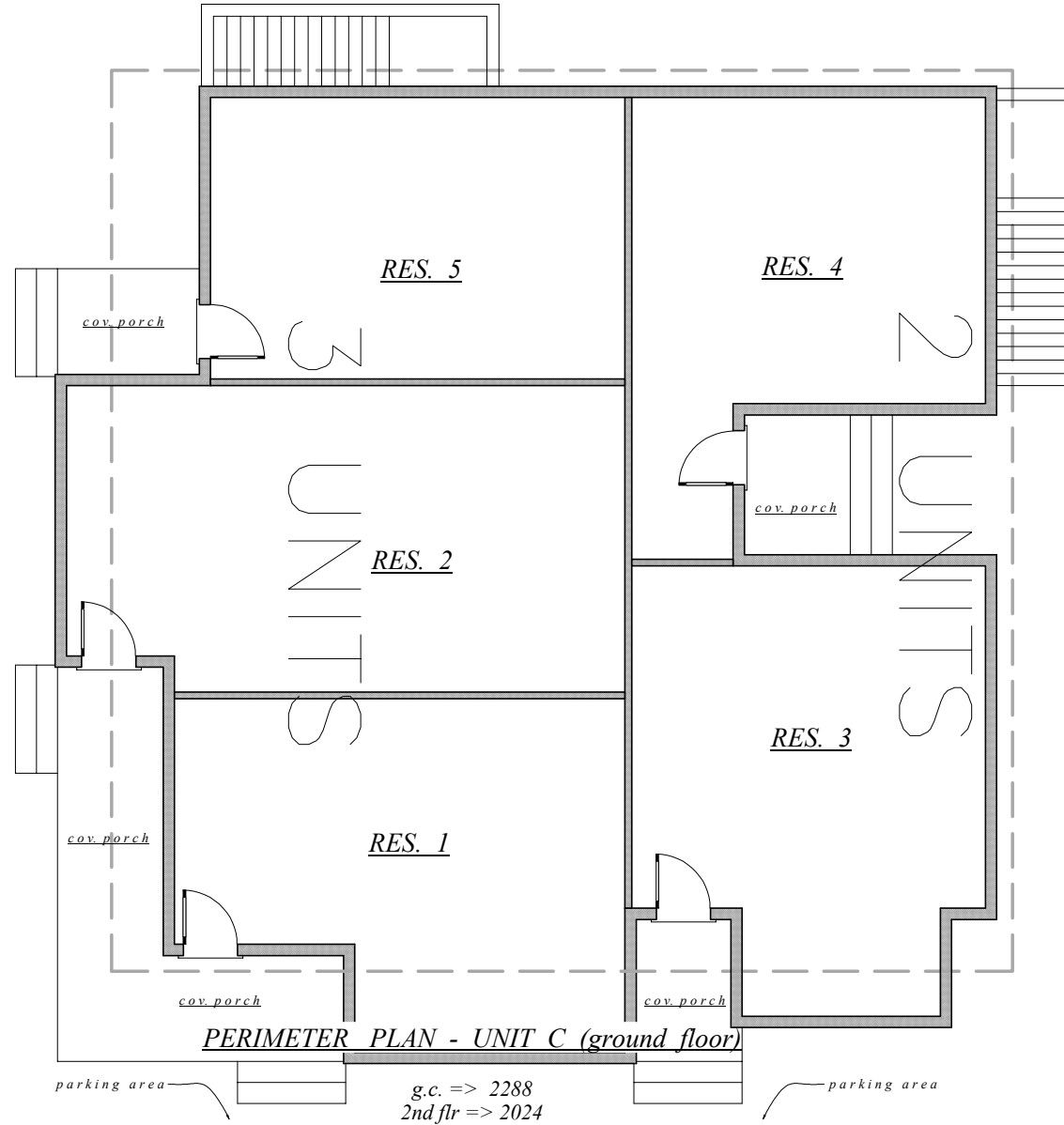
SIMPSON OR EQUAL
4 LITE: 3'-0" X 7'-0"
SLAB SIZE: 3'-0" X 7'-0"
QTY. FIVE (5)
SLAB COLOR: BLACK
TRIM COLOR: COBBLESTONE



LOCUS MAP - NOT TO SCALE
COFFIN FAM. N.T. - MAP 67; PCL 149

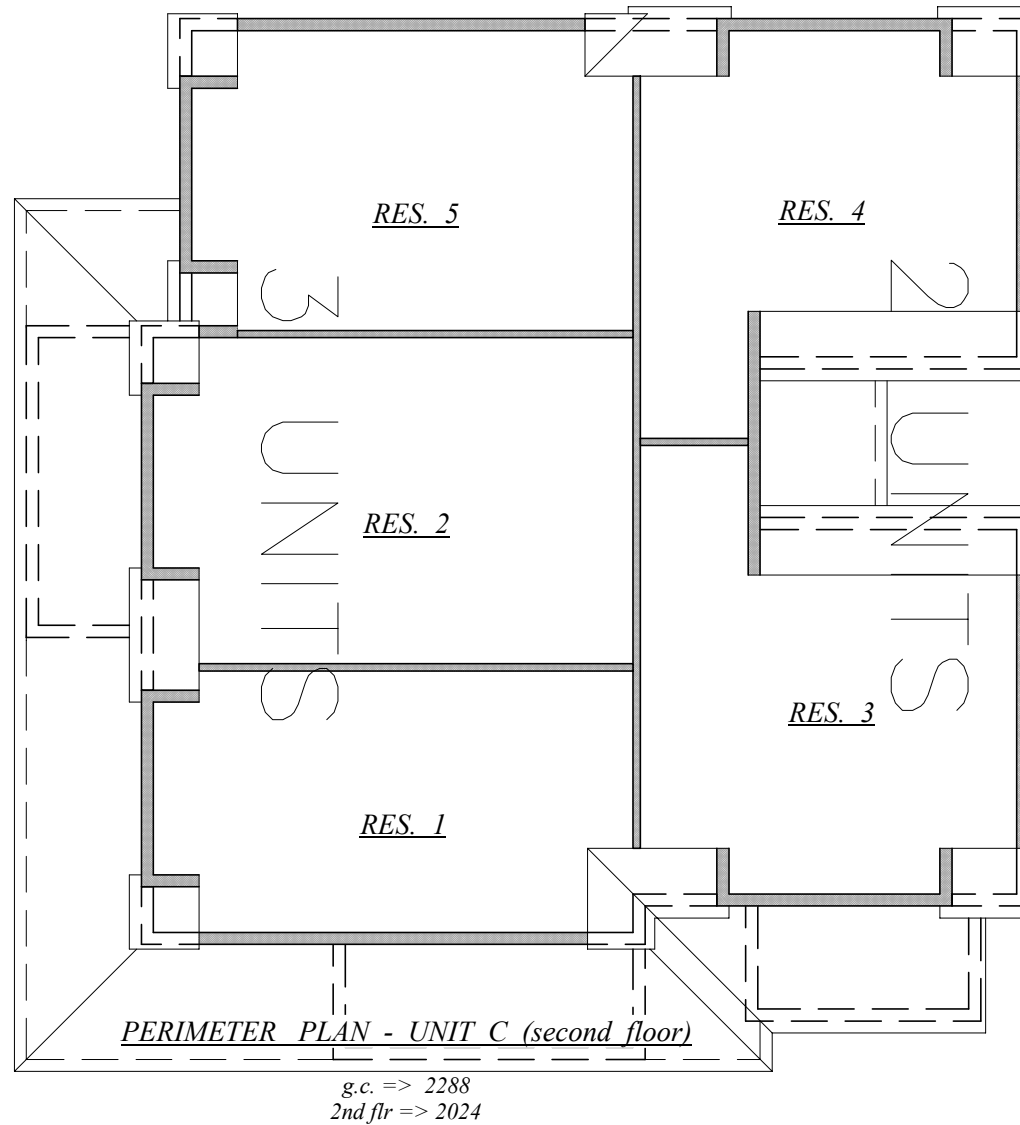
MULTI FAMILY STRUCTURE
 PERIMETER CONCEPT - UNIT (C)
 31 FAREGROUNDS ROAD - #5 & #6
 SCALE: 1" = 10'-0"

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MULTI FAMILY STRUCTURE
PERIMETER CONCEPT - UNIT (C)
31 FAREGROUNDS ROAD - #5 & #6
SCALE: 1" = 10'-0"

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MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT (C)
 31 FAREGROUNDS ROAD - #5 & #6
 SCALE: 1" = 10'-0"

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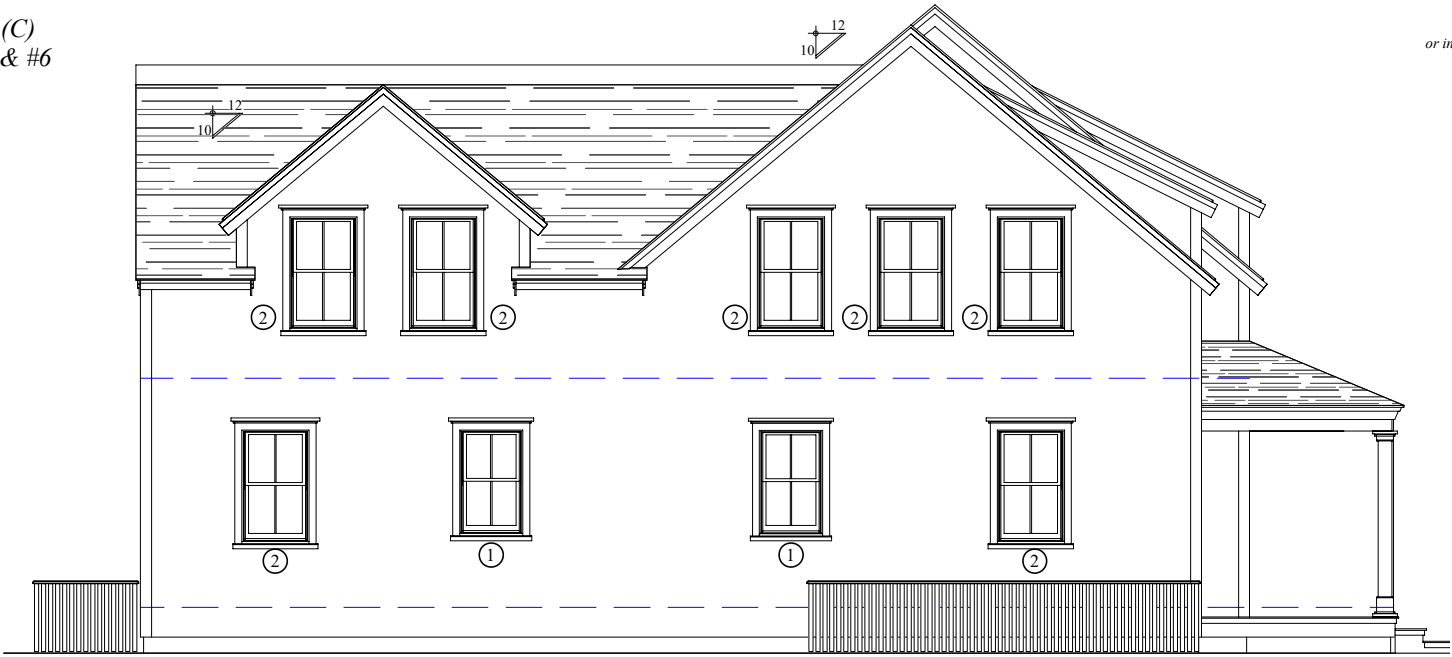
SOUTH ELEVATION - UNIT C
 facing faregrounds road



EAST ELEVATION - UNIT C

MULTI FAMILY STRUCTURE
ELEVATION CONCEPT - UNIT (C)
31 FAREGROUNDS ROAD - #5 & #6
SCALE: 1" = 10'-0"

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NORTH ELEVATION - UNIT C



WEST ELEVATION - UNIT C

CERTIFICATE NO: _____

DATE ISSUED: _____

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°. 149
 Street & Number of Proposed Work: 31 FAIRGROUNDS (263)
 Owner of record: COFFIN FAM. NOM. TRS. Unit D
 Mailing Address: PO BOX 285
NANTUCKET, MA 02554
 Contact Phone #: 508 735 5159 E-mail: _____

AGENT INFORMATION (if applicable)

Name: BROOK MEERBERGEN
 Mailing Address: PO BOX 673
02554
 Contact Phone #: 813 88 E-mail: _____

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 54'-0" Sq. Footage 1st floor: 2086 Decks/Patio: Size: 304 ☒ 1st floor ☐ 2nd floor
3676 * 120 = Width: 48'-6" Sq. footage 2nd floor: 1590 Size: _____ ☐ 1st floor ☐ 2nd floor
\$735.20 Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North NO Δ's South _____ East _____ West _____
 Height of ridge above final finish grade: North 27'-3" South _____ East _____ West _____

Additional Remarks

Historic Name:

REVISIONS* 1. East Elevation

Historic Name:

Original Date:

Original Builder:

Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

(describe)

2. South Elevation

3. West Elevation

4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

Foundation: Height Exposed <u>8"</u>		DETAIL OF WORK TO BE PERFORMED		☒ Poured Concrete	☐ Piers
☐ Block ☐ Block Parged ☐ Brick (type) _____					
Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____					
Roof Pitch: Main Mass <u>10</u> /12 Secondary Mass <u>10</u> /12 Dormer <u>6</u> /12 Other <u>4/12 COV PORCH</u>					
Roofing material: ☒ Asphalt: ☒ 3-Tab ☐ Architectural ☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____					
		Fence: Height: _____ Type: <u>powder coated aluminum</u> Length: <u>pickets (black)</u>			
Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____					
Manufacturer _____ Rough Opening _____ Size _____ Location _____					
Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) <u>FIBERGLAS GUTTER CO, (G60)</u>					
Leaders (material and size): _____					
Sidewall: ☒ White cedar shingles _____ ☐ Clapboard (exposure: _____ inches) Front ☐ Side ☐					
☐ Other _____					
Trim: A. Wood ☒ Pine ☐ Redwood ☐ Cedar ☐ Other _____					
B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____					
C. Dimensions: Fascia <u>1x8</u> Rake <u>1x8</u> Soffit (Overhang) <u>Ø</u> Corner boards <u>5/4x6</u> Frieze <u>Ø</u>					
Window Casing <u>5/4x4</u> Door Frame <u>5/4x4</u> Columns/Posts: Round _____ Square <u>7x7</u>					
Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☒ Other <u>AWNING</u>					
☐ True Divided Lights(muntins), single pane ☒ SDL's (Simulated Divided Lights) Manufacturer <u>ANDERSEN</u>					
Doors* (type and material): ☐ TDL ☒ SDL Front <u>6 LT/2 PANEL</u> Rear _____ Side _____					
Garage Door(s): Type _____ Material _____					
Hardscape materials: Driveways _____ Walkways _____ Walls _____					

* Note: Complete door and window schedules are required.

COLORS		
Sidewall <u>NTW</u>	Clapboard (if applicable) _____	Roof <u>HARVARD SLATE</u>
Trim <u>CORBLESTONE</u>	Sash <u>BLACK</u>	Doors <u>BLACK</u>
Deck <u>NTW MAHOG</u>	Foundation <u>GREY</u>	Fence _____ Shutters _____

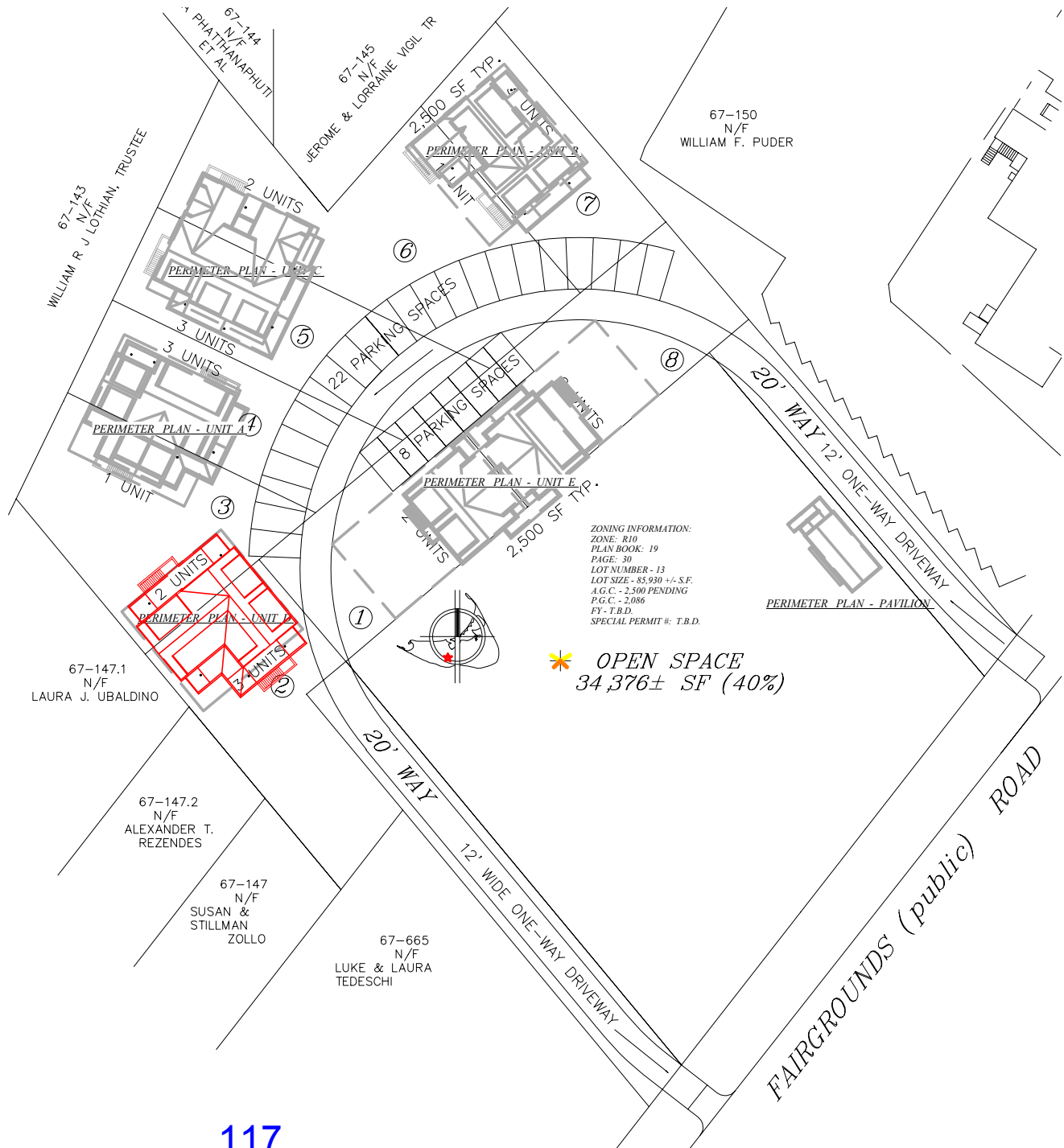
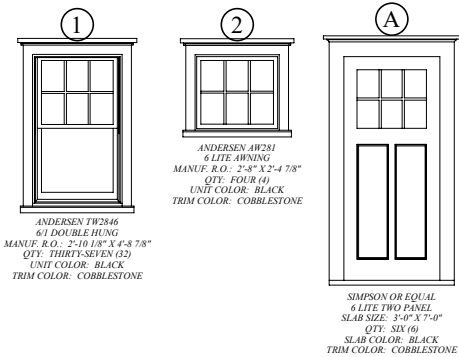
* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes to the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

MULTI FAMILY STRUCTURES
SITE CONCEPT - UNIT (D)
31 FAREGROUNDS ROAD - #2 & #3
SCALE: 1" = 60'-0"

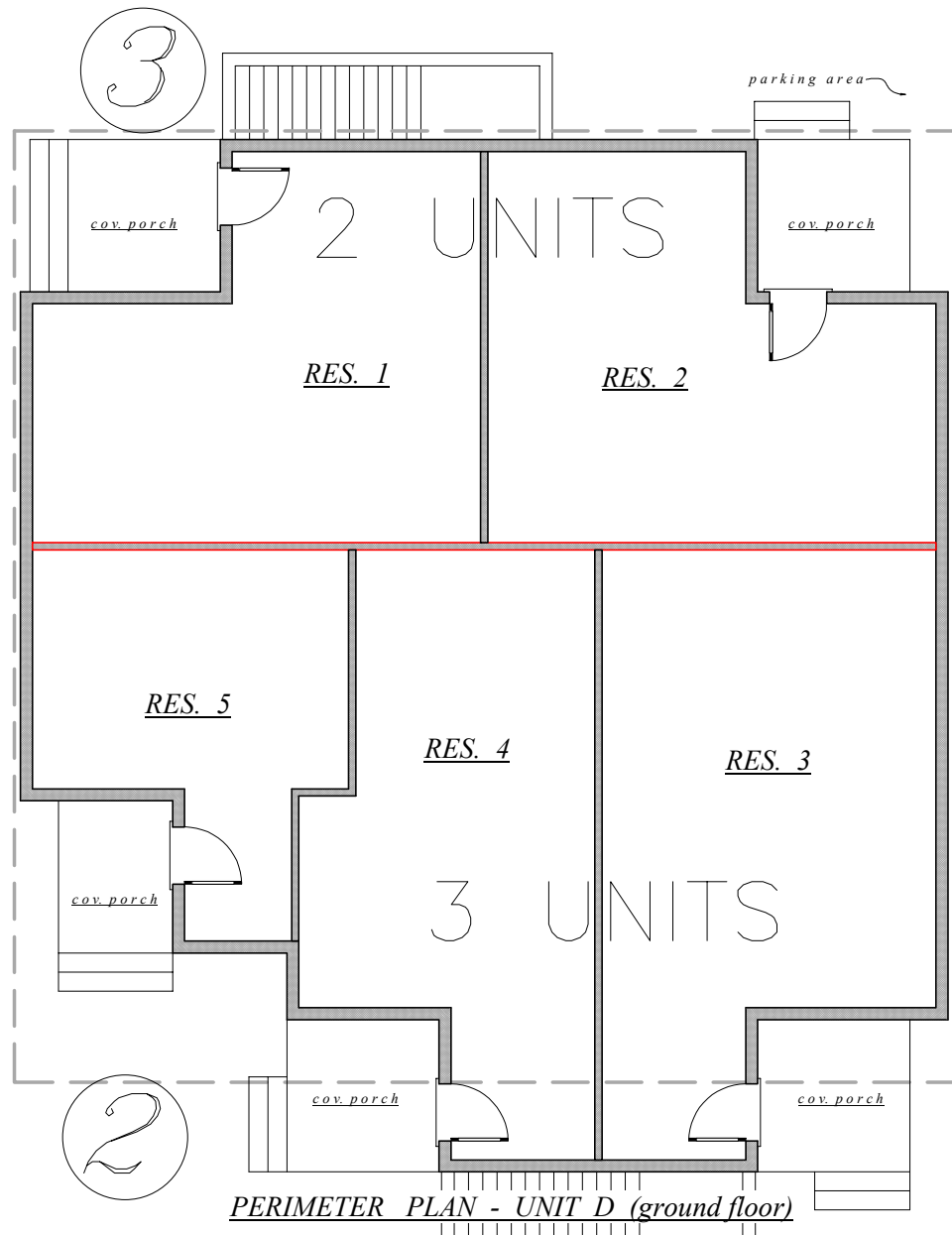
MEERBERGEN DESIGNS
PO BOX 673
NANTUCKET, MA 02554
508.228.1388

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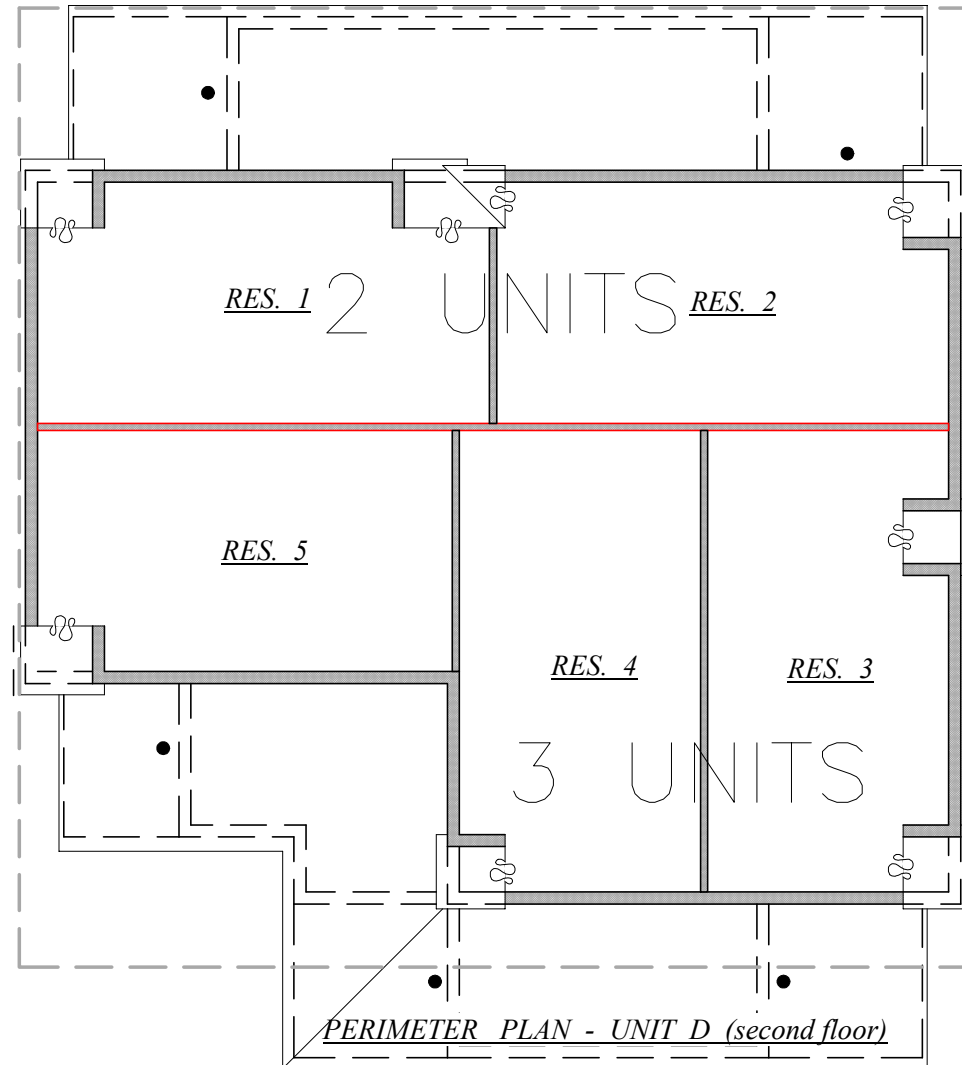
MULTI FAMILY STRUCTURE
PERIMETER CONCEPT - UNIT (D)
31 FAREGROUNDS ROAD - #2 & #3
SCALE: 1" = 10'-0"

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MULTI FAMILY STRUCTURE
PERIMETER CONCEPT - UNIT (D)
31 FAREGROUNDS ROAD - #2 & #3
SCALE: 1" = 10'-0"

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g.c. => 2086
2nd flr => 1590

MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT (D)
 31 FAREGROUNDS ROAD - #2 & #3
 SCALE: 1" = 10'-0"

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SOUTH ELEVATION - UNIT D
facing faregrounds road



EAST ELEVATION - UNIT D
facing access road

MEERBERGEN DESIGNS
 PO BOX 673
 NANTUCKET, MA 02554
 508.228.1388

MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT (D)
 31 FAREGROUNDS ROAD - #2 & #3
 SCALE: 1" = 10'-0"

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CERTIFICATE NO: _____

DATE ISSUED: _____

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

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The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°. 149
 Street & Number of Proposed Work: 31 FAIRGROUNDS (188)
 Owner of record: COFFIN FAM. NOM. TRS. (UNIT E)
 Mailing Address: PO BOX 285
NANTUCKET, MA 02554
 Contact Phone #: 508-735-5159 E-mail: _____

AGENT INFORMATION (if applicable)

Name: BROOK MEERBERGEN
 Mailing Address: PO BOX 673
02554
 Contact Phone #: 81388 E-mail: _____

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____

Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 71'-0" Sq. Footage 1st floor: 2270 Decks/Patio: Size: 186 ☒ 1st floor ☐ 2nd floor
4220 * .20 = Width: 36'-6" Sq. footage 2nd floor: 1950 Size: _____ ☐ 1st floor ☐ 2nd floor
\$844.00 Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North NO Δ's South _____ East _____ West _____
 Height of ridge above final finish grade: North 26'-9 1/2" ⇒ 25'-8" South 26'-9 1/2" ⇒ 25'-8" East 25'-8" West 26'-9 1/2"

Additional Remarks

Historic Name:

REVISIONS* 1. East Elevation

Historic Name:

Original Date:

Original Builder:

Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

REVISIONS*

1. East Elevation
2. South Elevation
3. West Elevation
4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED			
Foundation: Height Exposed <u>8"</u>	☐ Block ☐ Block Parged ☐ Brick (type) _____	☒ Poured Concrete	☐ Piers
Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____	☐ Other _____		
Roof Pitch: Main Mass <u>9</u> /12 Secondary Mass <u>9</u> /12 Dormer <u>5</u> /12 Other <u>INFILL ROOF 6/12</u>			
Roofing material: ☒ Asphalt: ☒ 3-Tab ☐ Architectural			
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____			
Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____		Fence: Height: _____	
Manufacturer _____ Rough Opening _____ Size _____ Location _____		Type: <u>powder coated aluminum</u>	
		Length: <u>pickets (black)</u>	
Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☒ Leaders (material) <u>FIBERGLAS GUTTER CO. (G60)</u>			
Leaders (material and size): _____			
Sidewall: ☒ White cedar shingles _____	☐ Clapboard (exposure: _____ inches)	Front ☐	Side ☐
☐ Other _____			
Trim: A. Wood ☒ Pine ☐ Redwood ☐ Cedar ☐ Other _____			
B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____			
C. Dimensions: Fascia <u>1x8</u> Rake <u>1x8</u> Soffit (Overhang) <u>10"</u> Corner boards <u>5/4x6</u> Frieze <u>1x4</u>			
Window Casing <u>5/4x4</u> Door Frame <u>5/4x4</u> Columns/Posts: Round _____ Square <u>7x7</u>			
Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☐ Other _____			
☐ True Divided Lights(muntins), single pane ☒ SDL's (Simulated Divided Lights) Manufacturer <u>ANDERSEN</u>			
Doors* (type and material): ☐ TDL ☒ SDL Front <u>2LT/1 PANEL</u> Rear _____ Side <u>2LT/1 PANEL</u>			
Garage Door(s): Type _____ Material _____			
Hardscape materials: Driveways _____ Walkways _____ Walls _____			

* Note: Complete door and window schedules are required.

COLORS

Sidewall <u>NTW</u>	Clapboard (if applicable) _____	Roof <u>HARVARD SLATE</u>
Trim <u>COBBLESTONE</u>	Sash <u>BLACK</u>	Doors <u>BLACK</u>
Deck <u>NTW MAHOG</u>	Foundation <u>GREY</u>	Fence _____ Shutters _____

* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of

MULTI FAMILY STRUCTURES

SITE CONCEPT - UNIT (E)

31 FAREGROUNDS ROAD - #1 & #8

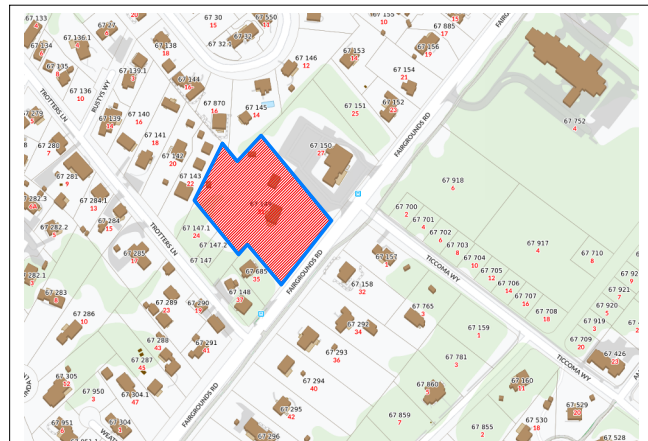
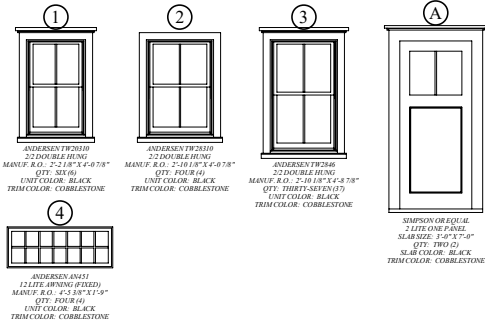
SCALE: 1" = 60'-0"

MEERBERGEN DESIGNS

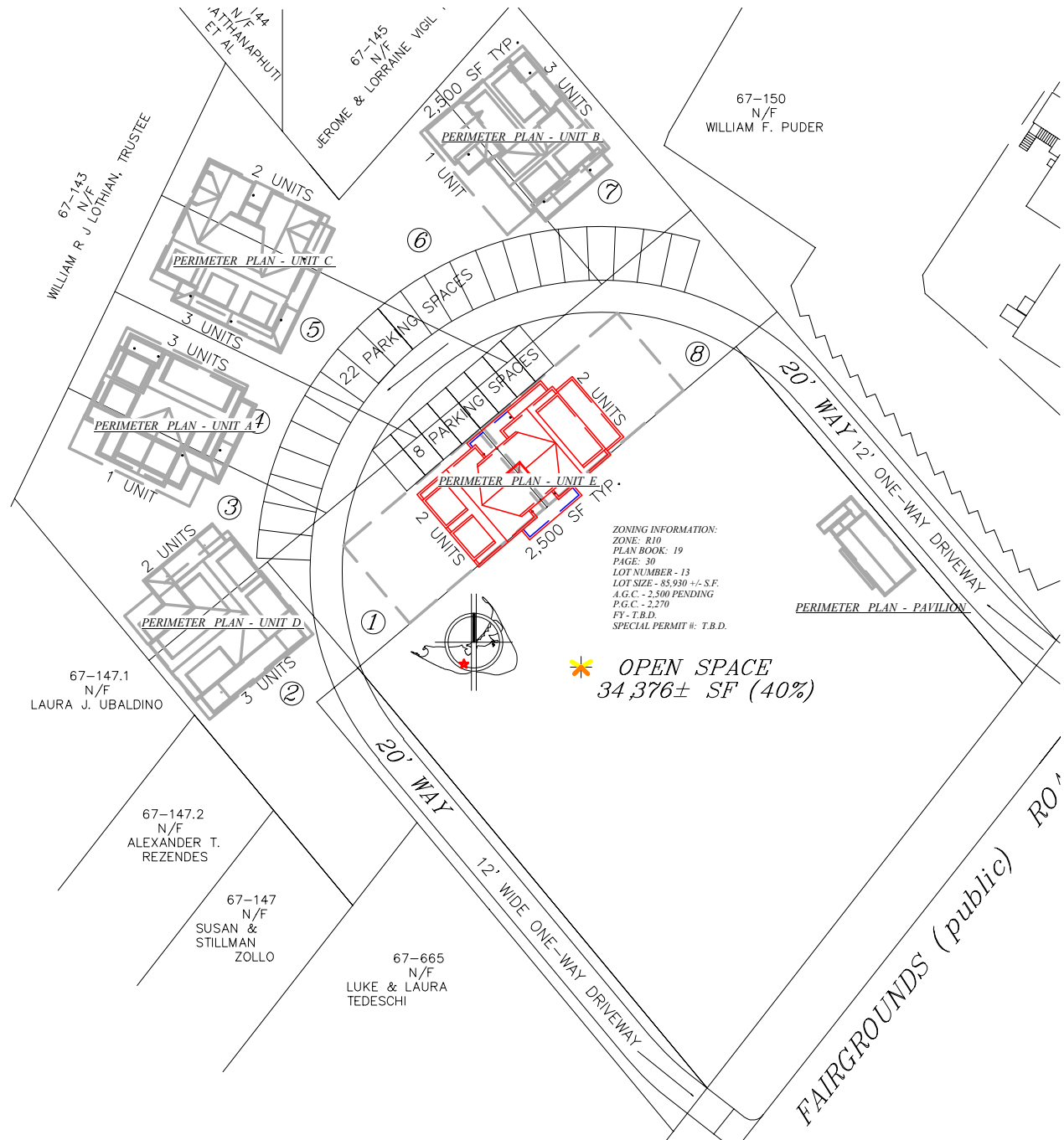
PO BOX 673

NANTUCKET, MA 02554

508.228.1388



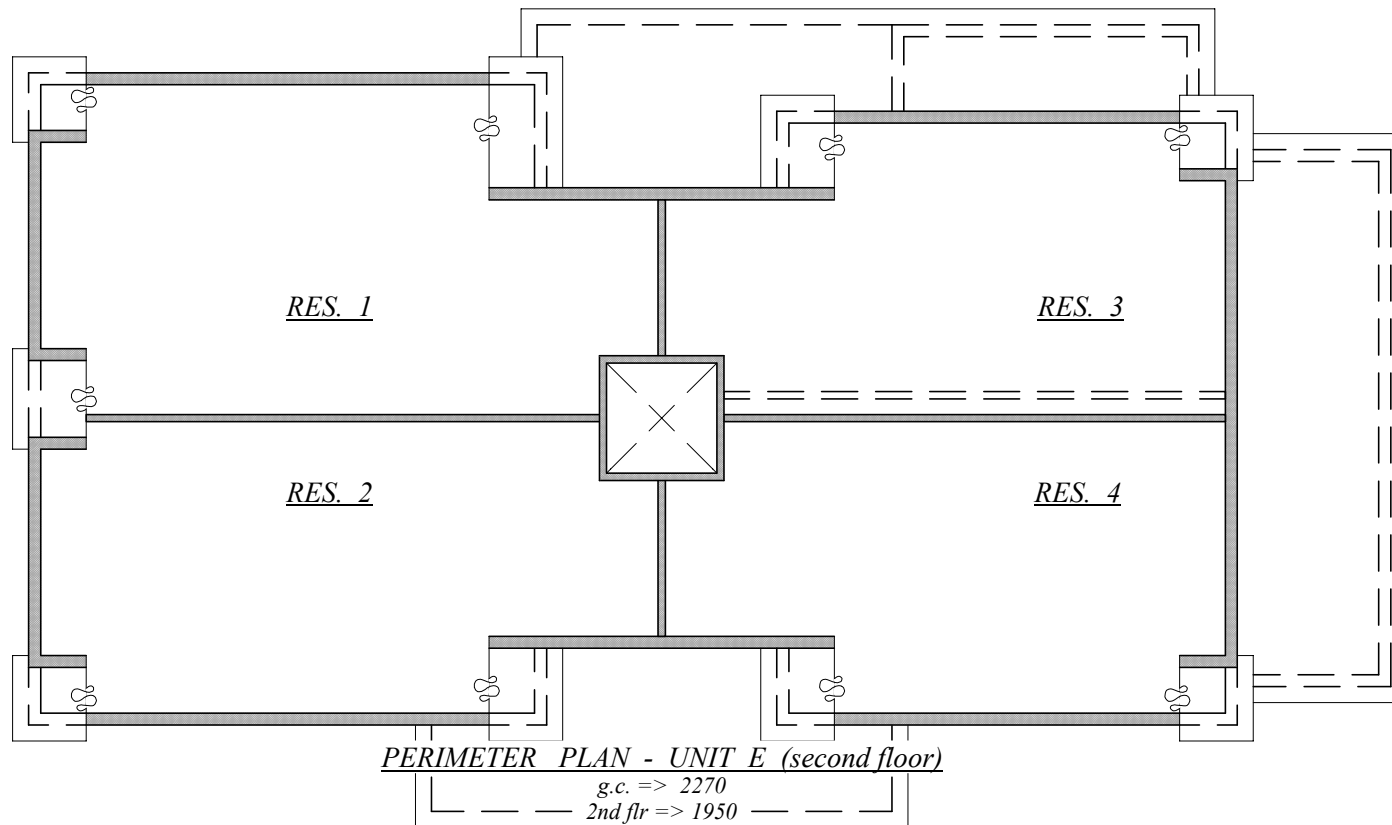
LOCUS MAP - NOT TO SCALE
COFFIN FAM. N.T. - MAP 67; PCL 149



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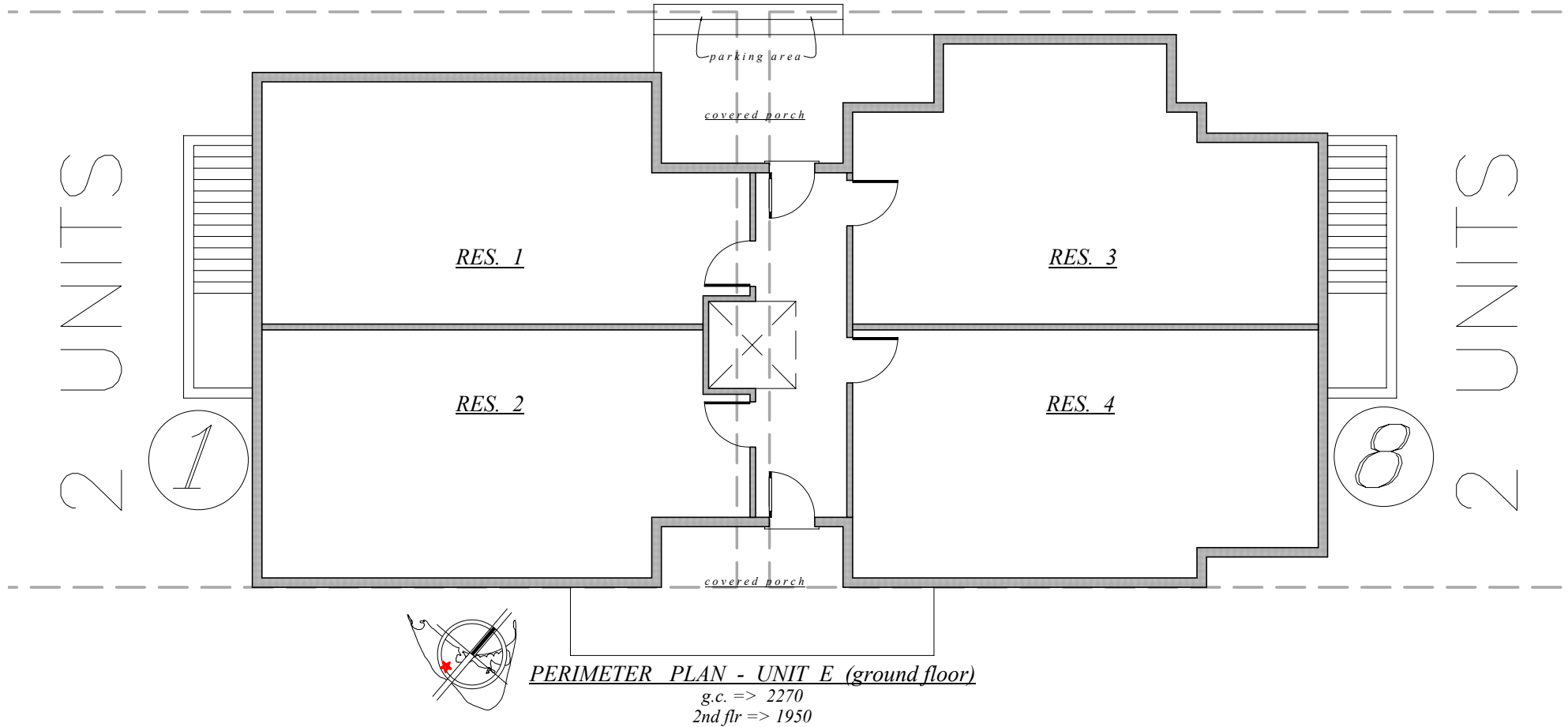
MULTI FAMILY STRUCTURE
PERIMETER CONCEPT - UNIT E
31 FAREGROUNDS ROAD - #1 & #8
SCALE: 1" = 10'-0"

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MULTI FAMILY STRUCTURE
PERIMETER CONCEPT - UNIT E
31 FAREGROUNDS ROAD - #1 & #8
SCALE: 1" = 10'-0"

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MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT E
 31 FAREGROUNDS ROAD - #1 & #8
 SCALE: 1" = 10'-0"

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 NANTUCKET, MA 02554
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MULTI FAMILY STRUCTURE
 ELEVATION CONCEPT - UNIT E
 31 FAREGROUNDS ROAD - #1 & #8
 SCALE: 1" = 10'-0"

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Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

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The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°. 149
 Street & Number of Proposed Work: 31 FAIRGROUNDS (OPEN PARCEL)
 Owner of record: COFFIN FAM. NOM. TRS (PAVILION)
 Mailing Address: PO BOX 285
NANTUCKET, MA 02554
 Contact Phone #: 5087355159 E-mail: _____

AGENT INFORMATION (if applicable)

Name: BROOK MEERBERGEN
 Mailing Address: PO BOX 673
02554
 Contact Phone #: 81380 E-mail: _____

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☐ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☒ Other OPEN SIDED PAVILION

Size of Structure or Addition: Length: 28 Sq. Footage 1st floor: _____ Decks/Patio: Size: _____ ☐ 1st floor ☐ 2nd floor
 Width: 14 Sq. footage 2nd floor: _____ Size: _____ ☐ 1st floor ☐ 2nd floor
 Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North NO Δ South _____ East _____ West _____
 Height of ridge above final finish grade: North 15'-4 1/2" South _____ East _____ West _____

Additional Remarks

Historic Name: _____

REVISIONS* 1. East Elevation

Original Date: _____

(describe) 2. South Elevation

Historic Name:

Original Date:

Original Builder:

Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

- REVISIONS*
1. East Elevation
 2. South Elevation
 3. West Elevation
 4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed _____ ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☐ Poured Concrete ☒ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____

Roof Pitch: Main Mass 9 /12 Secondary Mass _____ /12 Dormer _____ /12 Other _____

Roofing material: ☒ Asphalt: ☒ 3-Tab ☒ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____

Fence: Height: _____
Type: _____
Length: _____

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) _____

Leaders (material and size): _____

Sidewall: ☐ White cedar shingles _____ ☐ Clapboard (exposure: _____ inches) Front ☐ Side ☐
☒ Other 1X6 #2 CEDAR BOARD

Trim: A. Wood ☒ Pine ☐ Redwood ☐ Cedar ☒ Other _____

B. Treatment ☒ Paint ☒ Natural to weather ☐ Other _____

C. Dimensions: Fascia 1X8 Rake 1X8 Soffit (Overhang) Ø Corner boards Ø Frieze 1X8
Window Casing Ø Door Frame Ø Columns/Posts: Round _____ Square 7X7

Windows*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other _____

☐ True Divided Lights(muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer _____

Doors* (type and material): ☐ TDL ☐ SDL Front _____ Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall NTW Clapboard (if applicable) _____ Roof HARVARD SLATE

Trim RED WHITE Sash _____ Doors _____

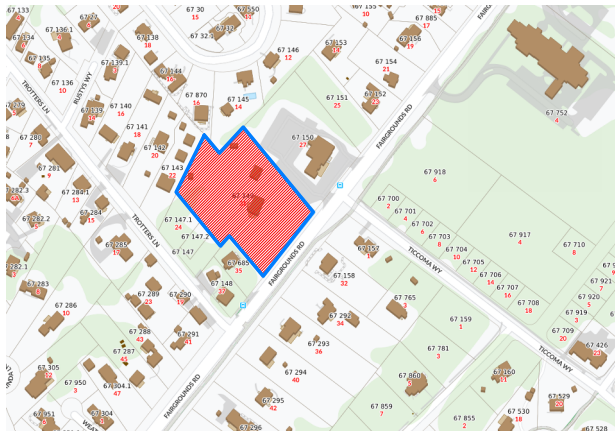
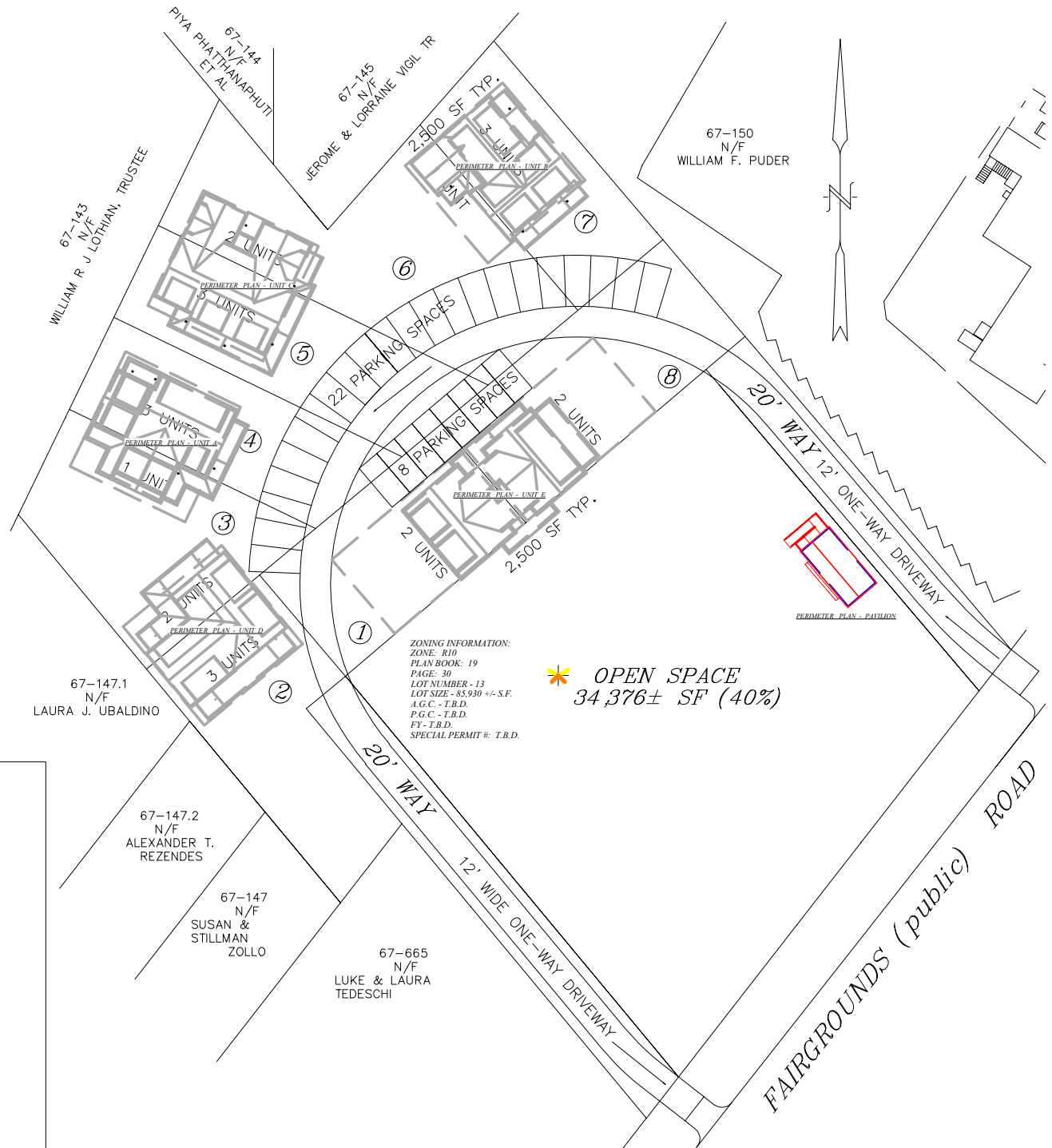
Deck NTW Foundation _____ Fence CEDAR RAILING Shutters _____

* Attach manufacturer's color samples if color is not from HDC approval list.

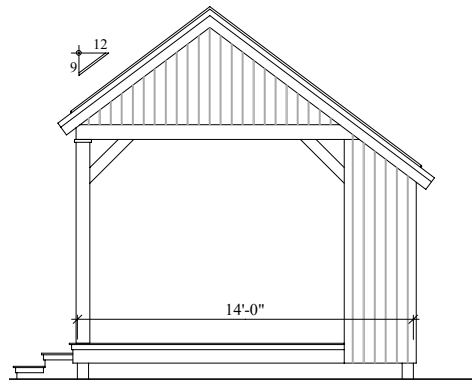
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COFFIN FAMILY NOMINEE TRUST
PAVILION - OPEN SPACE PARCEL
SITE PLAN
31 FAREGROUNDS ROAD
SCALE: 1" = 60'-0"

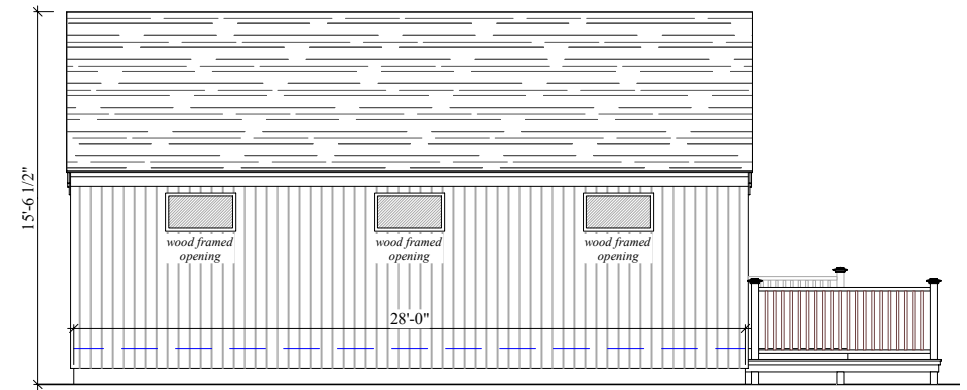
MEERBERGEN DESIGNS
PO BOX 673
NANTUCKET, MA 02554
508.228.1388



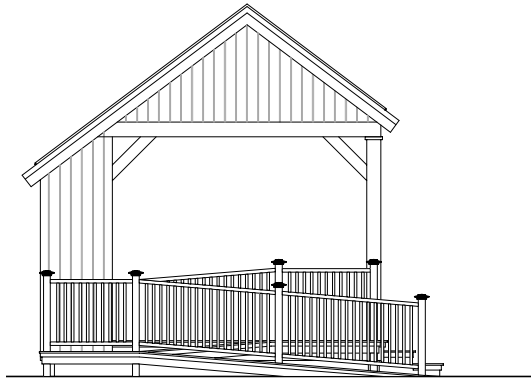
LOCUST MAP - NOT TO SCALE
COFFIN FAM. N.T. - MAP 67; PCL 149



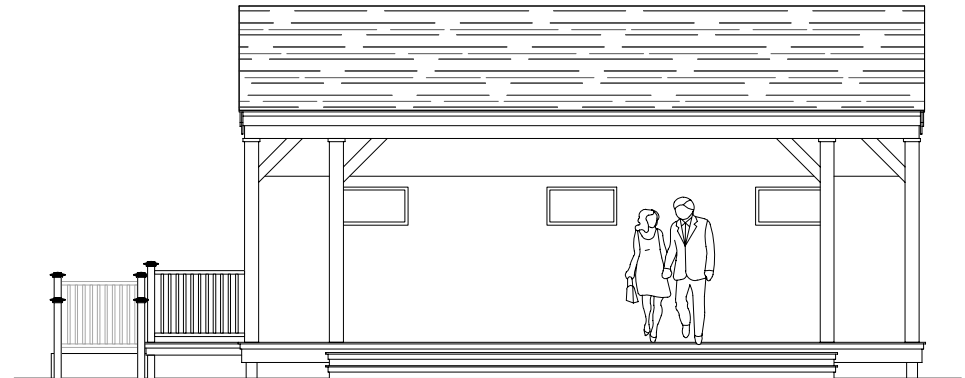
SOUTH ELEVATION - PAVILION
facing faregrounds road



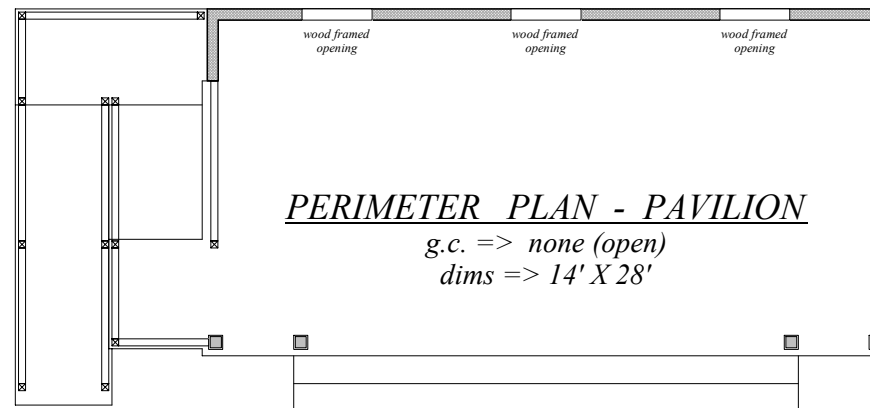
EAST ELEVATION - PAVILION
facing restaurant



NORTH ELEVATION - PAVILION



WEST ELEVATION - PAVILION
facing open space



PERIMETER PLAN - PAVILION

g.c. => none (open)

dims => 14' X 28'

COFFIN FAMILY NOMINEE TRUST
PAVILION - OPEN SPACE PARCEL
PERIMETER AND ELEVATIONS
31 FAREGROUNDS ROAD
SCALE: 1/8" = 1'-0"

MEERBERGEN DESIGNS
PO BOX 673
NANTUCKET, MA 02554
508.228.1388

AHT MEETING

2/11/2021

AGENDA ITEM V

FINANCIAL DISCUSSION

Affordable Housing Trust - Funding

Discussion Document - 19 January 2021

AMI Restriction Level
Select Board Authorization Level

Totals	Neighborhood First (\$20M bonding)	Town of Nantucket (one-time \$1M)	Town of Nantucket (annual funding)	CPC (\$5M bonding)	CPC (annual funding)	Short Term Rental Tax %	Housing Bank (RE transfer fee)	NCH CHIP (grant)
	200%	175%	175%	200%	100%	175%	175%	150%
	\$1	\$1	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K

Sources

Starting Balance				\$ 296,788				
2016 ATM - Article 10 (\$1M one-time kick-start)	\$ 1,000,000		\$ 1,000,000					
2017 ATM - Article 26 (\$500k general appropriation)	\$ 500,000		\$ 500,000					
2017 ATM - Article 37 (\$400k CPC annual appropriation)	\$ 400,000				\$ 400,000			
2017 CHIP Grant (for CCAP - 150% AMI)	\$ 75,000							\$ 75,000
2018 ATM - Article 27 (\$300k general appropriation)	\$ 300,000		\$ 300,000					
2018 ATM - Article 34 (\$400k CPC annual appropriation)	\$ 400,000				\$ 400,000			
2018 CHIP Grant (for CCAP - 150% AMI)	\$ 50,000							\$ 50,000
2019 ATM - Article 28 (\$5M CPC bonding)	\$ 5,000,000			\$ 5,000,000				
2019 ATM - Article 32 (\$750k CPC annual appropriation)	\$ 750,000				\$ 750,000			
2019 ATM - Article 37 (\$20M bonding)	\$ 20,000,000	\$ 20,000,000						
2019 CHIP Grant (for CCAP - 150% AMI)	\$ 25,000							\$ 25,000
2019 - Proceeds from closing on 47 Fairgrounds lot	\$ 250,000		\$ 250,000					
2020 ATM - Article 32 (\$150k CPC annual appropriation)	\$ 150,000				\$ 150,000			
Article 32 also provides for \$350k toward the \$5M bonding in FY21	\$ -							
2021 ATM - CPC Recommended Funding	\$ 800,000				\$ 800,000			
Total =	\$ 29,996,788	\$ 20,000,000	\$ 1,000,000	\$ 1,346,788	\$ 5,000,000	\$ 2,500,000	\$ -	\$ 150,000

Grand Total Sources = \$ 29,996,788

Uses

Operational

Expended

Consultants
Legal
Other Professional Services
Travel / Education / Training / Supplies
To Be Expended in FY21 (estimated)
Consultants
Legal
Other Professional Services
Travel / Education / Training / Supplies

\$ 71,685			\$ 71,685					
\$ 15,953			\$ 15,953					
\$ 91,299			\$ 91,299					
\$ 4,163			\$ 4,163					
\$ 395,000	\$ 300,000		\$ 95,000					
\$ 175,000	\$ 145,000		\$ 30,000					
\$ 35,000			\$ 35,000					
\$ 15,000			\$ 15,000					

Programs

Closing Cost Assistance Program (CCAP)

Expended

80% AMI + 100% AMI
150% AMI
To Be Expended
80% AMI + 100% AMI
150% AMI

\$ 213,407				\$ 213,407				
\$ 220,233			\$ 70,233					\$ 150,000
\$ 195,000				\$ 195,000				
\$ 120,000			\$ 120,000					

Town / Trust sponsored Projects

Expended

Infrastructure (Waitt Drive contribution)
7 Amelia Drive property (land acquisition)
135 Orange Street (NFAC Pocket Development Strategy) - land
137 Orange Street (NFAC Pocket Development Strategy) - land

\$ 400,000		\$ 400,000						
\$ 600,000		\$ 300,000		\$ 300,000				
\$ 1,424,753	\$ 1,068,565			\$ 356,188				
\$ 1,949,953	\$ 1,462,465			\$ 487,488				

Affordable Housing Trust - Funding

Discussion Document - 19 January 2021

AMI Restriction Level
Select Board Authorization Level

To Be Expended

NFAC Pocket Development Strategy - #2 - land
NFAC Pocket Development Strategy - #2 - development
NFAC Pocket Development Strategy - #3 - land + development
NFAC Pocket Development Strategy - #4 - land
NFAC Pocket Development Strategy - #4 - development
135 + 137 Orange Street - development
NFAC Dispersed Site Purch & Develop Strategy - #1 - 1 Hatch Circle - land
NFAC Dispersed Site Purch & Develop Strategy - #1 - 1 Hatch Circle - develop
NFAC Dispersed Site Purch & Develop Strategy - #2 - property
NFAC Dispersed Site Purch & Develop Strategy - #3 - property
7 Amelia Drive - development
NFAC Buy Down Strategy - #1

Habitat for Humanity

Expended

Waitt Drive home (construction)
31 Beach Grass Road (land acquisition)
31 Beach Grass Duplex (construction)

To Be Expended

Benjamin Drive (3 units - Duplex and Single Family -SHI eligible)

Housing Nantucket

Expended

18 Ticcoma Way (2nd dwelling construction)
Financial Support to Allow 7 Surfside to go on SHI
Covenant Formation Assistance Program

To Be Expended

Covenant Formation Assistance Program
Fall 2020 House Move Project - 46 Okorwaw
Richmond Lot - Duplex (SHI-eligible)

Total Uses =

Net Balance Available =

Totals	Neighborhood First (\$20M bonding)	Town of Nantucket (one-time \$1M)	Town of Nantucket (annual funding)	CPC (\$5M bonding)	CPC (annual funding)	Short Term Rental Tax %	Housing Bank (RE transfer fee)	NCH CHIP (grant)
	200%	175%	175%	200%	100%	175%	175%	150%
	\$1	\$1	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K
\$ 3,500,000	\$ 2,625,000			\$ 733,824	\$ 141,176			
\$ -								
\$ 10,350,000	\$ 7,762,500			\$ 2,587,500				
\$ -	\$ -							
\$ 2,600,000	\$ 2,600,000							
\$ -								
\$ 550,000	\$ 550,000							
\$ -								
\$ -								
\$ -								
\$ 1,482,000	\$ 1,482,000							
\$ -								
\$ 150,000		\$ 150,000						
\$ 375,000				\$ 375,000				
\$ 545,000			\$ 85,000	\$ 460,000				
\$ 975,000					\$ 975,000			
\$ 225,000					\$ 225,000			
\$ 8,000					\$ 8,000			
\$ 20,000			\$ 20,000					
\$ 90,000			\$ 90,000					
\$ 350,000			\$ 107,583		\$ 242,417			
\$ 700,000		\$ 150,000	\$ 350,000		\$ 200,000			
\$ 27,846,445	\$ 17,995,530	\$ 1,000,000	\$ 1,200,915	\$ 5,000,000	\$ 2,500,000	\$ -	\$ -	\$ 150,000
\$ 2,150,343	\$ 2,004,470	\$ -	\$ 145,873	\$ -	\$ 0	\$ -	\$ -	\$ -



Grand Total Uses = \$ 27,846,445
Grand Total Uncommitted= \$ 2,150,343

Anticipated Needs

Discussion Document - 19 January 2021

Safe Harbor Maintenance	Period & Additional Requirement									
	2021		2022		2023		2024		2025	
135 + 137 Orange Street (~24 units)			\$ 6,849,657							
NFAC Pocket Development Strategy #2 (~20 units)					\$ 7,500,000					
Old Fire Station - (~32 units w/ LIHTC)							\$ 5,200,000			
Totals =	\$ -	\$ -	\$ 6,849,657	\$ -	\$ 7,500,000	\$ -	\$ 5,200,000	\$ -	\$ -	\$ -
Total =										\$ 19,549,657

Operations & Other Projects / Programs

Habitat unit creation			\$ 721,000		\$ 735,420		\$ 750,128		\$ 765,130.97	
Housing Nantucket unit creation			\$ 721,000		\$ 735,420		\$ 750,128		\$ 765,130.97	
Closing Cost Assistance			\$ 150,000		\$ 150,000		\$ 150,000		\$ 150,000	
Shared Equity / Downpayment Assistance					\$ 7,500,000				\$ -	
Professional Services			\$ 150,000		\$ 150,000		\$ 150,000		\$ 150,000	
Marketing / Public Outreach / Advertising			\$ 25,000		\$ 25,500		\$ 26,010		\$ 26,530	
Education / Training / Travel / Supplies			\$ 20,000		\$ 20,000		\$ 20,000		\$ 20,000	
Administrative Assistant (salary + benefits)			\$ 75,000		\$ 77,250		\$ 79,568		\$ 81,955	
Office Space			\$ 50,000		\$ 51,500		\$ 53,045		\$ 54,636	
Totals =	\$ -	\$ -	\$ 1,912,000	\$ -	\$ 9,445,090	\$ -	\$ 1,978,879	\$ -	\$ 2,013,383	\$ -
Total =										\$ 15,349,352
Combined Totals =										
	\$ -	\$ -	\$ 8,761,657	\$ -	\$ 16,945,090	\$ -	\$ 7,178,879	\$ -	\$ 2,013,383	\$ -
Grand Total =										\$ 34,899,009

Potential Sources

											Totals
CPC - New Bonding	\$ -	\$ -	\$ 3,154,414	\$ -	\$ 3,345,840	\$ -	\$ 2,800,257	\$ -	\$ 1,530,262	\$ -	\$ 10,830,773
Town Budget - Annual Allocation	\$ -	\$ -	\$ 470,000	\$ -	\$ 474,250	\$ -	\$ 478,623	\$ -	\$ 483,121	\$ -	\$ 1,905,994
Override Article #1 - Safe Harbor Maintenance	\$ -	\$ -	\$ 5,137,242	\$ -	\$ 5,625,000	\$ -	\$ 3,900,000	\$ -	\$ -	\$ -	\$ 14,662,242
Override Article #2 - Shared Equity Pilot	\$ -	\$ -	\$ -	\$ -	\$ 7,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500,000

END
OF
PACKET

FEBRUARY 11, 2021
