



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 DEC 10 AM 10:21
NANTUCKET TOWN CLERK
Posting Number: T 1126

Committee / Board	AFFORDABLE HOUSING TRUST
Day, Date, and Time	TUESDAY, DECEMBER 14, 2021 @ 12:30PM
Location / Address	REMOTE PARTICIPATION VIA ZOOM (<i>See Below</i>) THE MEETING WILL BE AIRED AT A LATER TIME ON THE TOWN'S GOVERNMENT TV YOUTUBE CHANNEL AT https://www.youtube.com/channel/UC-sgxA1fdoxteLNzRAUHIA
Signature of Chair or Authorized Person	Allyson Mitchell Housing & Real Estate Office Manager

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!**

DECEMBER MEETING

AGENDA FOR 12-14-2021

(**Subject to change**)

www.nantucket-ma.gov

Please click on the following link to join:

<https://us06web.zoom.us/j/84004020033?pwd=bUs0cTBRckk5TEEx1UUVWOTlFc2FZUT09>

Meeting ID: 840 0402 0033

Passcode: 025503

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 tholland@nantucket.ma.gov. Please email to request a paper copy and you will be provided a time to retrieve from the Housing Office located in Room 111 at 16 Broad Street between the hours of 8:30 AM and 4:30 PM on weekdays.

Trust Members: Brian Sullivan (Chairman), Brooke S. Mohr (Vice Chair), Penny Dey, Dawn Hill Holdgate, Dave Iverson, Reema Sherry

Staff: Tucker Holland (Housing Director), Ken Beaugrand (Real Estate Director), Allyson Mitchell (Housing & Real Estate Office Manager)

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

I. CONVENE in Open Session via Zoom

II. APPROVAL of Agenda

III. APPROVAL of Minutes

- Tuesday, August 24, 2021
- Tuesday, September 21, 2021
- Thursday, September 30, 2021 (CPC)

IV. PUBLIC COMMENT for items not otherwise on the agenda

V. 31 Fairgrounds

- Status of Building Permit Issuance – UPDATE
- Request for Additional Funding – PRESENTATION and Q&A

VI. Richmond Wildflower Acceleration

- Status of Building Permit Issuance – UPDATE

VII. ATM Citizen's Warrant Article by Hillary Hedges Rayport – PRESENTATION and Q&A

VIII. 12 & 12R Bartlett Road Purchase – ACTION

- Request for Approval and Execution of Purchase and Sale Agreement between Bear Vault LLC and the Trust for purchase of land and buildings located on 12 and 12R

Bartlett Road, Nantucket shown as Lots B and C on a plan recorded with Nantucket County Registry of Deeds in Plan File 46-J.

- Request for Approval and Execution of Revocable License Agreement between Bear Vault LLC and the Trust for license to enter upon the property located at 12 and 12 R Bartlett Road, Nantucket for the purposes of conducting surveys, inspections and tests and an environmental site assessment of the property.

IX. White Street Purchase – ACTION

- Request for Approval and Execution of Acceptance of Deed from Alpine C. Bird and Donald J. Bird, Trustees of Chandler Surfside Realty Trust for the
- Property located at 8 White Street, Nantucket shown as Lot 17 on a plan of land recorded with Nantucket County Registry of Deeds in Plan Book 11-A on Sheet 1 and Settlement Statement for the Closing on 8 White Street and any other closing documents deemed necessary by the Trustees to effectuate the Trust's purchase of the Property.

X. Communications, Website & Social Media – DISCUSSION

XI. Other Business

Upcoming Meetings (presently all planned to be conducted via Zoom)

- Discussion of proposed 2022 meeting dates

XII. BOARD COMMENTS

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.

XIV. Adjourn



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

December 9, 2021

Mr. Brian Sullivan, Chair
Town of Nantucket Affordable Housing Trust
16 Broad Street
Nantucket, MA 02554

RE: Request for grant funding at Wiggles Way

Dear Chairperson Sullivan and Members of the Affordable Housing Trust:

I am writing to request the Affordable Housing Trust consider allocating additional grant funding towards the development of 22 units of affordable housing at 31 Fairgrounds aka Wiggles Way.

The builder has approached us with a project redesign that he represents will enhance the development's appearance and livability. The proposed change in work reflects an increase in the number of buildings (from five to eight), an increase in the total square footage of all buildings (18,674 sqft to 20,702 sqft), as well as a shift in construction methodology driving the project in the direction of net zero energy, including building envelope improvements and a solar energy component. Additionally, the builder states that cost increases in materials, goods, and services necessitates a price adjustment.

The increased construction costs amount to \$2.266MM total, which the builder has broken down as follows:

\$856,000	redesigns approved by the Planning Board and HDC (attached)
\$600,000	solar array installation necessary to bring the project to net zero
\$810,000	various inflation pressures and consequences, in addition to enhanced construction techniques
\$2,266,000	Total ask

Our owner's project manager has looked at the specifics of the redesign on a cost per square foot basis. He has advised us it is in line with what the market would expect right now. He has provided the attached proposed change order to affect those changes should the AHT approve this request.

As you're aware, 100% of the units in this development will be income restricted. Rents are calculated using guidelines issued by the state to determine what is affordable for

low-and moderate-income households on Nantucket. There is no scenario we can raise rents beyond these formulas. Our rent rolls cannot absorb an increase in project costs. It is infeasible for us to take on further debt because the project would operate at a loss. Therefore, it is our request that the \$2.266 million in funding to cover these additional expenses be provided as a grant by the Trust to Housing Nantucket.

The builder states this increase will be the only necessary adjustment to the financial arrangement. He says he is confident in that assertion based on recent pricing compiled from subcontractors, the modular factory, and his own experience. As for timing of the funds, he anticipates needing them before the end of the second quarter 2022. He expects that the majority of these total additional funds would be spent in Q1, because most of the cost increase comes up front with the purchase and setting of the modules themselves.

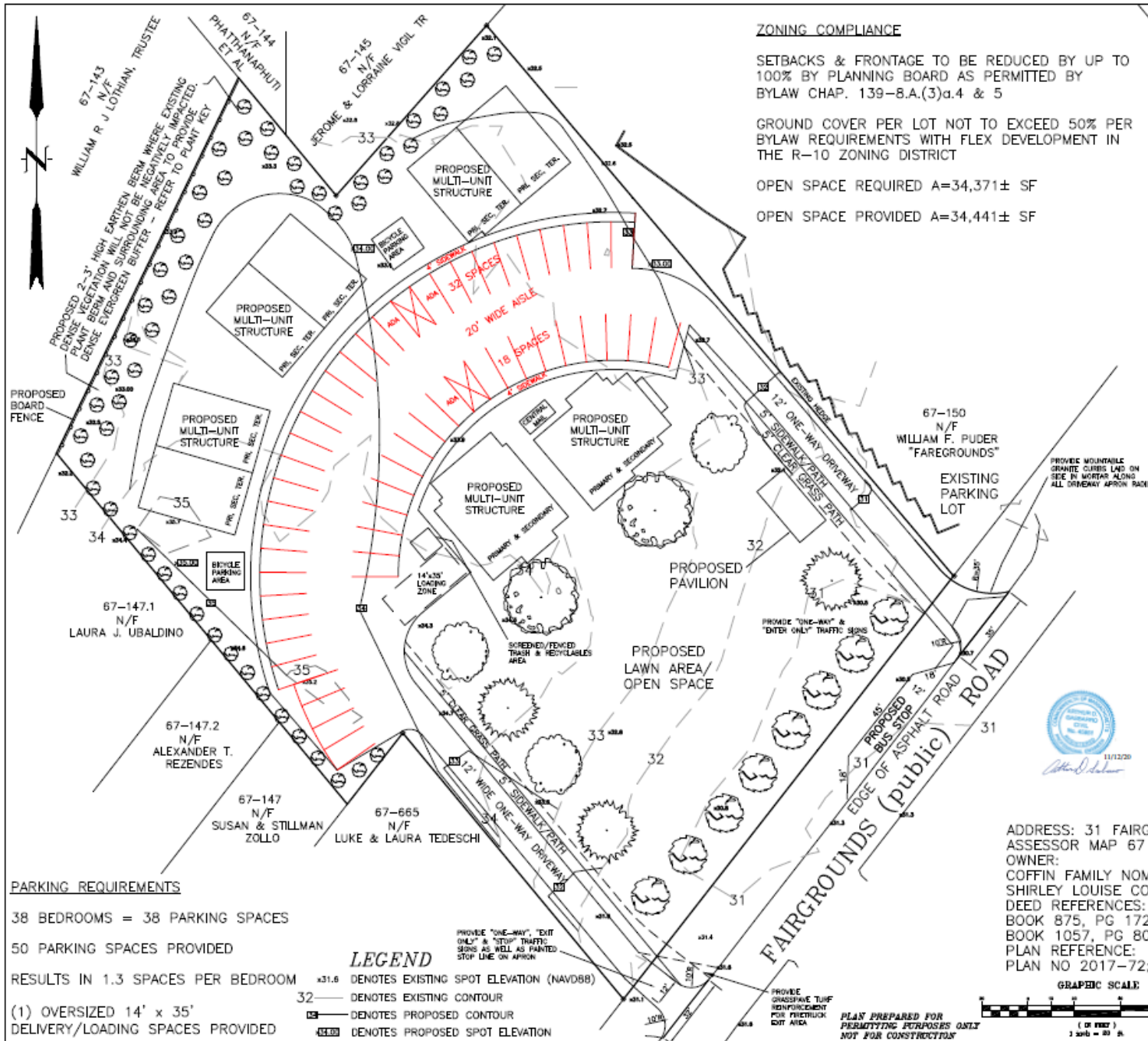
Overall, this project is much nicer looking than the one originally presented to us. The apartments will be larger and be more energy-efficient, which will benefit the tenant families residing in the units. The project's net-zero energy usage will benefit the island as a whole relative to the need for a third electricity cable. If the AHT is willing to grant the money to fund these changes, we believe it will be a better project over the long term.

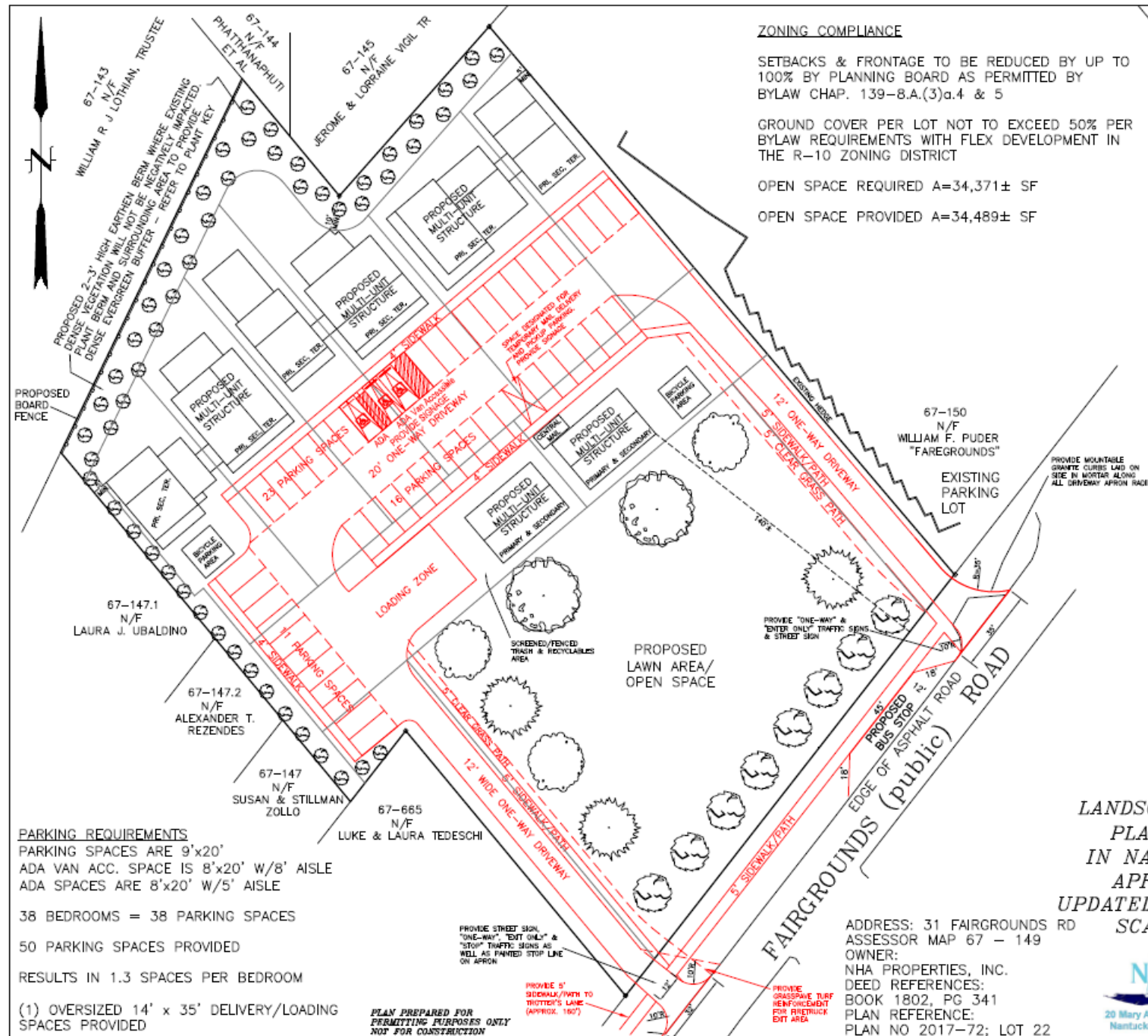
We look forward to discussing with you soon and seeing this project promptly move forward. Thank you for your ongoing support and generosity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anne Kuszpa". The signature is fluid and cursive, with a long, sweeping underline.

Anne Kuszpa
Executive Director





PLANTING NOTES:

- CONTRACTOR IS RESPONSIBLE FOR CONTACTING FOR DETERMINING OF THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING THE WORK.
- REMOVE ALL ROCKS AND DEBRIS LARGER THAN 2" DIAMETER FROM ALL PLANTING BEDS.
- 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".
- ROOTS SHALL BE SCORED PRIOR TO PLANTING TO PREVENT ROOT WRAP.
- AFTER COMPLETION OF PLANTING, ALL SHRUB BEDS SHALL BE TOP DRESSED WITH 2" OF MULCH.
- ALL PLANTING SHALL HAVE A REPLACEMENT GUARANTEE FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATED OF LANDSCAPE COMPLETION.
- 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 PENSYLVANICA 7 GAL, 36"-42" AS NEEDED TO PROVIDE DENSE BUFFER

CROWN OF ROOT BALL SHALL BEAR SAME RELATION (OR SLIGHTLY ABOVE) TO FINISHED GRADE AS IT BORE TO PREVIOUS GRADE

MULCH 2" MIN.

ROPE AT TOP OF BALL SHALL BE CUT, TOP 1/3 OF BURLAP TO BE REMOVED, NON-Biodegradable MATERIAL SHALL BE TOTALLY REMOVED

LOAM BACKFILL

PREPARED SOIL BASE

PREPARED SUBGRADE

CONIFEROUS TREE PLANTING (TYP.)

THIN BRANCHES BY 1/3 RETAINING NORMAL PLANT SHAPE

MULCH 2" MIN.

PLANTING MIX BACKFILL

PREPARED SOIL BASE

PREPARED SUBGRADE

SHRUB PLANTING - CONTAINER (TYP.)



John D. Salvo

**LANDSCAPE & LAYOUT
PLAN OF LAND
IN NANTUCKET, MA
APRIL 12, 2021
UPDATED: DEC. 6, 2021
SCALE: 1"=20'**

ADDRESS: 31 FAIRGROUNDS RD
ASSESSOR MAP 67 - 149
OWNER:
NHA PROPERTIES, INC.
DEED REFERENCES:
BOOK 1802, PG 341
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22



20 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-5053

Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRED

DATE SIGNED

PLSJB-2020-06-00070
FILE #

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

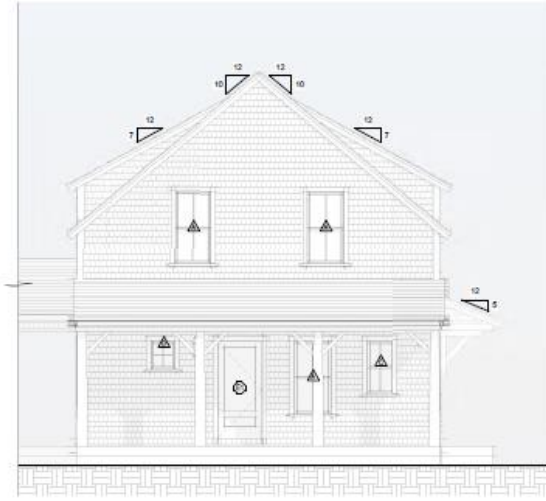


EAST ELEVATION - UNIT C

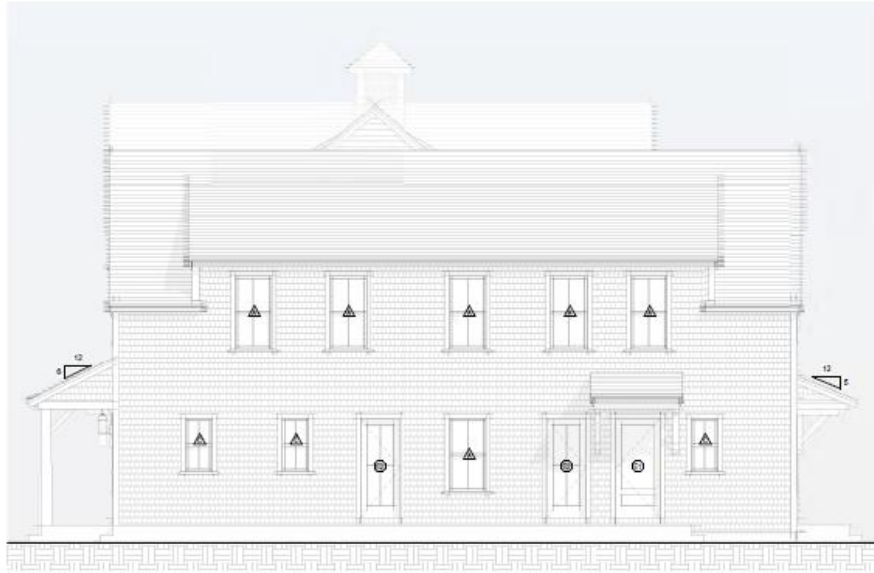
MEERBERGEN DESIGNS
 PO BOX 673
 NANTUCKET, MA 02554
 508.228.1388

07.12.21

HDC SUBMISSION



1 Building 7 South Elevation
1/8" = 1'-0"



2 Building 7 East Elevation
1/8" = 1'-0"



Building 6 & 7 South Elevation Combined
1/8" = 1'-0"



Building 6 & 7 Perspective View South - West.



Building 6 & 7 Perspective View South - East.

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 7
Nantucket, MA 02554



EXTERIOR ELEVATIONS BUILDING 7

Site Information

Map & Parcel	07 / 149
Current Zoning	0-10
Maximum Footage	25
Front Setback	180
Side/Rear Setback	150
Lot Size	4,017 s.f.
Min. Lot Size	4,000 s.f.
Existing G.C.	0.0% or 2,000 s.f.
Proposed G.C.	1.124 s.f.
Total Proposed G.C.	1.124 s.f.

Information for this site plan was taken from the Nantucket G.C. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

G.101a	COVER PAGE, BUILDING 6
A.101a	FIRST FLOOR PLAN, BUILDING 6
A.102a	SECOND FLOOR PLAN, BUILDING 6
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A.301a	EXTERIOR ELEVATIONS BUILDING 6
G.101b	COVER PAGE, BUILDING 7
A.201b	EXTERIOR ELEVATIONS BUILDING 7
A.301b	EXTERIOR ELEVATIONS BUILDING 7
A.101b	FIRST FLOOR PLAN, BUILDING 7
A.102b	SECOND FLOOR PLAN, BUILDING 7

Revisions

Revisions to this drawing shall be indicated by a circled number in the upper right corner of the drawing. All revisions shall be made in pencil or in light ink. The original drawing shall be retained and the revised drawing shall be submitted with the original drawing.

A.201b
2114

Thursday, December 9, 2021

LAND DEVELOPMENT AGREEMENT CHANGE ORDER 1

The purpose of this document is to record a change order revising the Land Development Agreement, dated February 12, 2021, between FAIRGROUNDS COMMON, LLC ("FC") and HOUSING NANTUCKET ("HN") for the development of 31 Fairgrounds Road, Nantucket MA.

Plan & Specification Changes:

The work described in the Land Development Agreement will be modified per that attached plans and specifications, as enumerated below:

The Special Permit & Subdivision Modification Plans:

1. Fairgrounds Common, LLC Special Permit & Subdivision Modification Flex Development Plans, as updated December 6, 2021

The architectural plans as approved by the Historic District Commission:

2. 31 FAIRGROUNDS AVE BLD 1 HDC 071221
3. 31 FAIRGROUNDS AVE BLD 2 HDC 071221
4. 31 FAIRGROUNDS AVE BLD 3 HDC 071221
5. 31 FAIRGROUNDS AVE BLD 4 HDC 071221
6. 31 FAIRGROUNDS AVE BLD 5 HDC 071221
7. 31 FAIRGROUNDS AVE BLD 6 HDC 071221
8. 31 FAIRGROUNDS AVE BLD 7 HDC 071221
9. 31 FAIRGROUNDS AVE BLD 8 HDC 071221

The modular construction Pricing/Order Forms from KBS Builders Inc.:

10. Lot/Building 1 - Quote # Q-21-0169-MCB dated 12/6/21
11. Lot/Building 2 - Quote # Q-21-0195-MCB dated 12/6/21
12. Lot/Building 3 - Quote # Q-21-0196-MCB dated 12/9/21
13. Lot/Building 4 - Quote # Q-21-0197-MCB dated 12/6/21
14. Lot/Building 5 - Quote # Q-21-0198-MCB dated 12/6/21
15. Lot/Building 6 - Quote # Q-21-0199-MCB dated 12/6/21
16. Lot/Building 7 - Quote # Q-21-0200-MCB dated 12/6/21
17. Lot/Building 8 - Quote # Q-21-0171-MCB dated 12/6/21

The change in work reflects an increase in the number of buildings (from five to eight), an increase in the total square footage of all buildings, as well as a shift in construction methodology driving the project in the direction of net zero energy, including building envelope improvements and a solar energy component. All final specifications will be subject to approval by HN prior to implementation by FC.

Changes to the Project Cost:

The additional payment to be made by HN to FC for the cost of these changes is \$2,266,000.00 and the revised total project cost will be \$9,016,000.00, itemized as follows:

- \$856k due to redesigns approved by the Planning Board and HDC (attached) resulting in increased project living space (18,674 sq ft to 20,702 sq ft)
- \$600k for the solar array installation necessary to bring the project to net zero
- \$810k due to various inflation pressures and consequences, in addition to enhanced construction techniques

\$2,266,000 total

Payments for the work described herein will be made as per the Amended Schedule of Draws, dated December 9th, 2021 and attached hereto.

Agreed upon and accepted by:

FAIRGROUNDS COMMON, LLC.

By:

_____ dated _____

HOUSING NANTUCKET

By:

_____ dated _____

December 9, 2021

Amended Schedule of Draws

1.	Payment at land closing (represents soft costs, design and development, etc.)	\$ 550,000
2.	Payment at time of ordering the eight modular buildings (\$93,750 per building)	750,000
3.	Payment upon issuance of permits.	106,000
4.	Payment when structures received and set on foundations and made tight to weather (\$476,250 per building)	3,810,000
	Payment when structures' roof and sidewall complete (\$93,750 per building)	750,000
6.	Payment upon road base coat installation	500,000
7.	Payment upon completion of rough mechanical, electrical and plumbing (\$62,500 per building)*	500,000
8.	Payment upon completion of finish mechanical, electrical and plumbing (\$75,000 per building)*	600,000
9.	Payment upon completion of solar installation. FC may request partial payment prior to completion, subject to approval by HN.	600,000
10.	Payment upon issuance of Certificates of Occupancy (\$75,000 per building)*	
11.	Payment upon full completion, including all punch list items	600,000
		<u>250,000</u>
TOTAL		\$ 9,016,000

* 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.

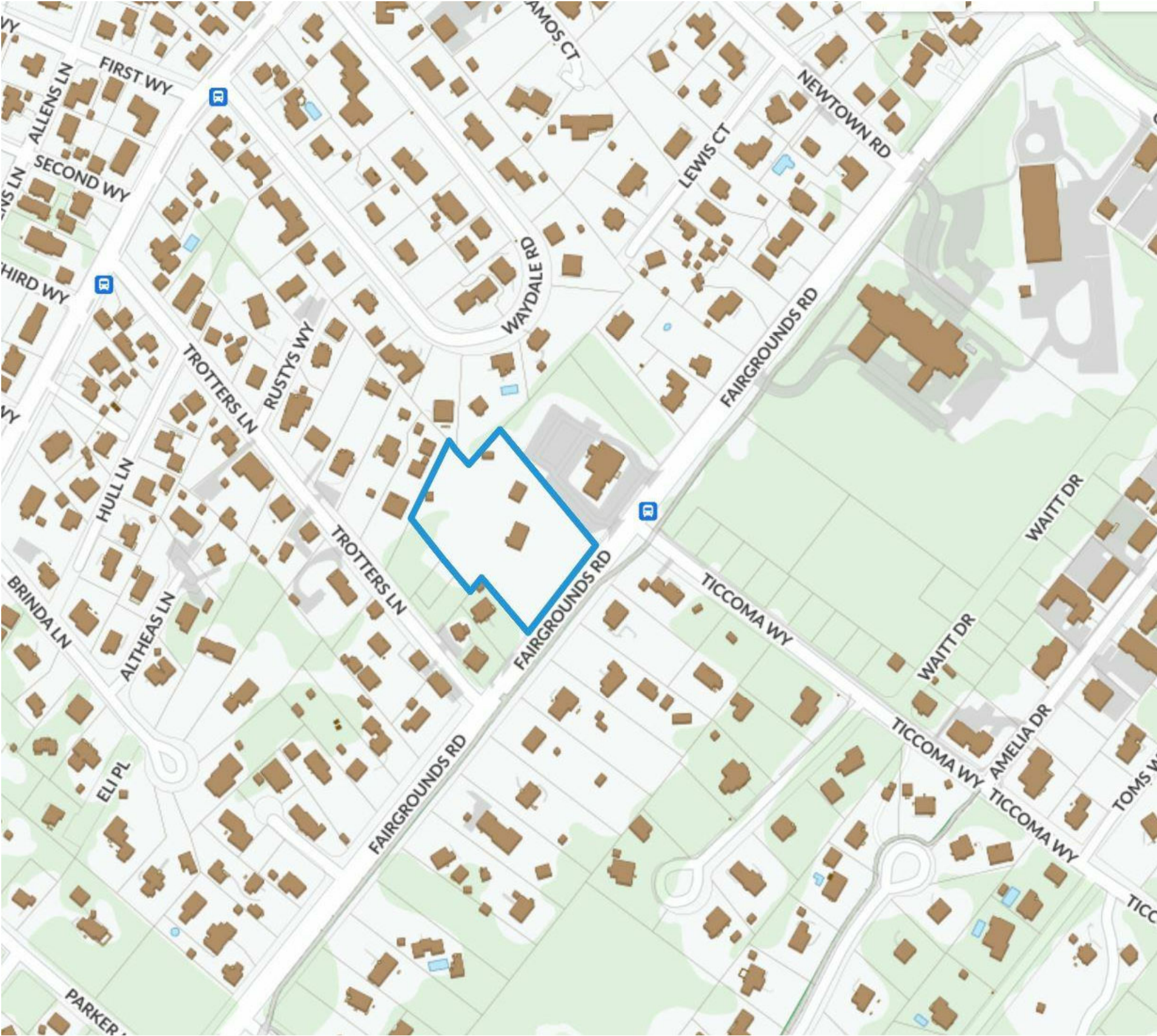
NOTE: Payments that are specified as "per building" shall be payable for each building at the time when the work for that building has achieved the specified standard for payment.

NOTE: Fairgrounds Common will have the right to petition Housing

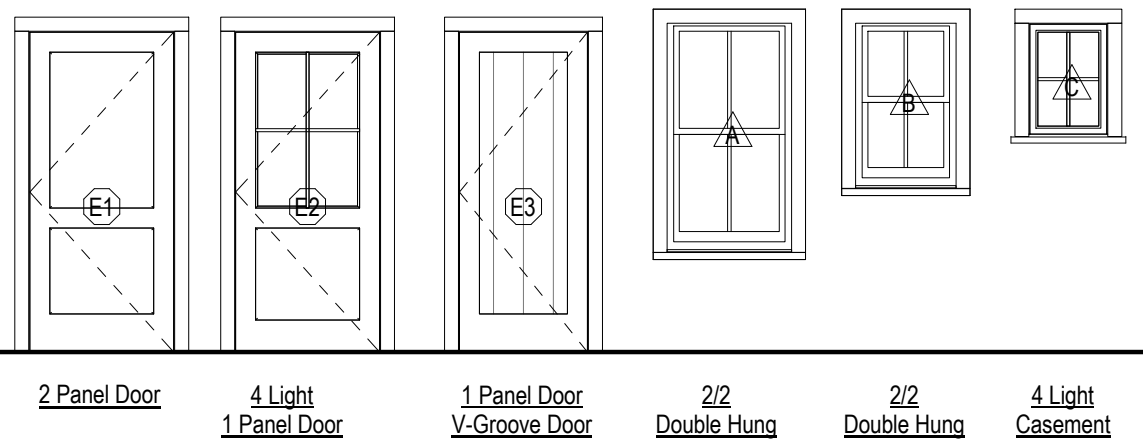
Nantucket for advance payment of certain portions of the draw schedule, when and if the acceleration of payment reflects a mutual benefit to FC and HN. For instance, portions of the fire suppression system & HVAC systems may be implemented by third-party subcontractors within the modular factory before the modules are shipped to the jobsite. Additionally, a portion of payment #5 ("upon road base coat installation") may be advanced when certain pre-paving preparation has been completed (drainage structures, road base, etc.). All advance payments will be subject to approval by HN and will reflect work-in-place (including the fabrication of modules off-site) and/or necessary material deposits (substantiated with documentation) for the purposes of securing better pricing.

HOUSING NANTUCKET

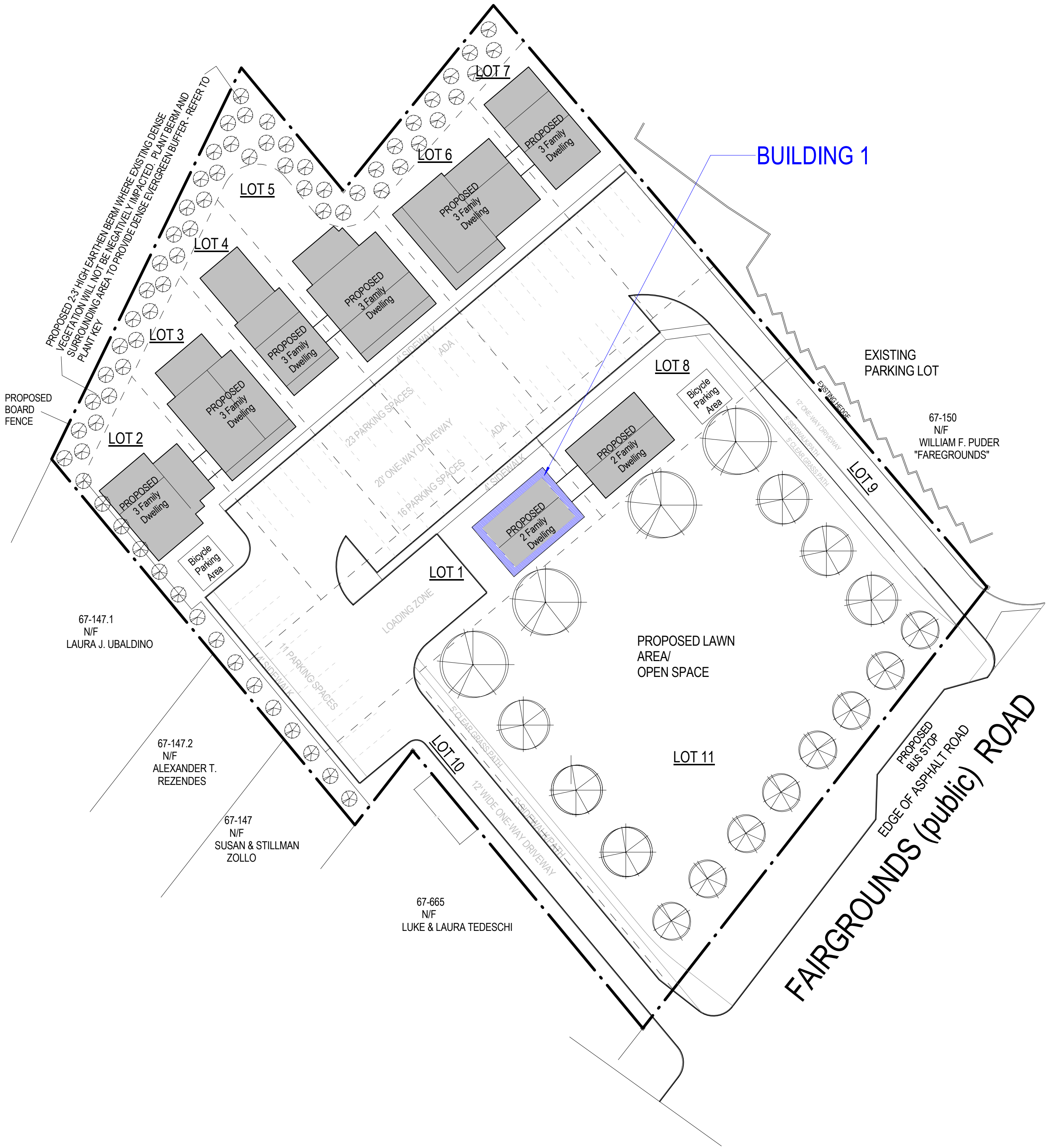
31 Fairgrounds Rd, Building 1, Lot 1
Nantucket, MA 02554



1 Locus Map
1/2" = 1'-0"



2 Window & Door Schedule
1/4" = 1'-0"



3 Site Plan
1" = 30'-0"

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 1,
Lot 1
Nantucket, MA 02554



COVER PAGE

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	7,446 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 3,723 s.f.
Existing G.C.:	0
Proposed G.C.:	1,040 s.f.
Total Proposed G.C.:	1,040 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

Revisions

THESE DRAWINGS AND THE DESIGNS THEY ILLUSTRATE ARE THE SOLE PROPERTY OF EMERITUS DEVELOPMENT LTD. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF EMERITUS DEVELOPMENT LTD. DRAWINGS THAT ARE NOT CLEARLY LABELED FOR CONSTRUCTION SHOULD NOT BE USED FOR CONSTRUCTION OR FOR PURCHASING WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PRINCIPAL OR THE DESIGNATED PROJECT MANAGER.

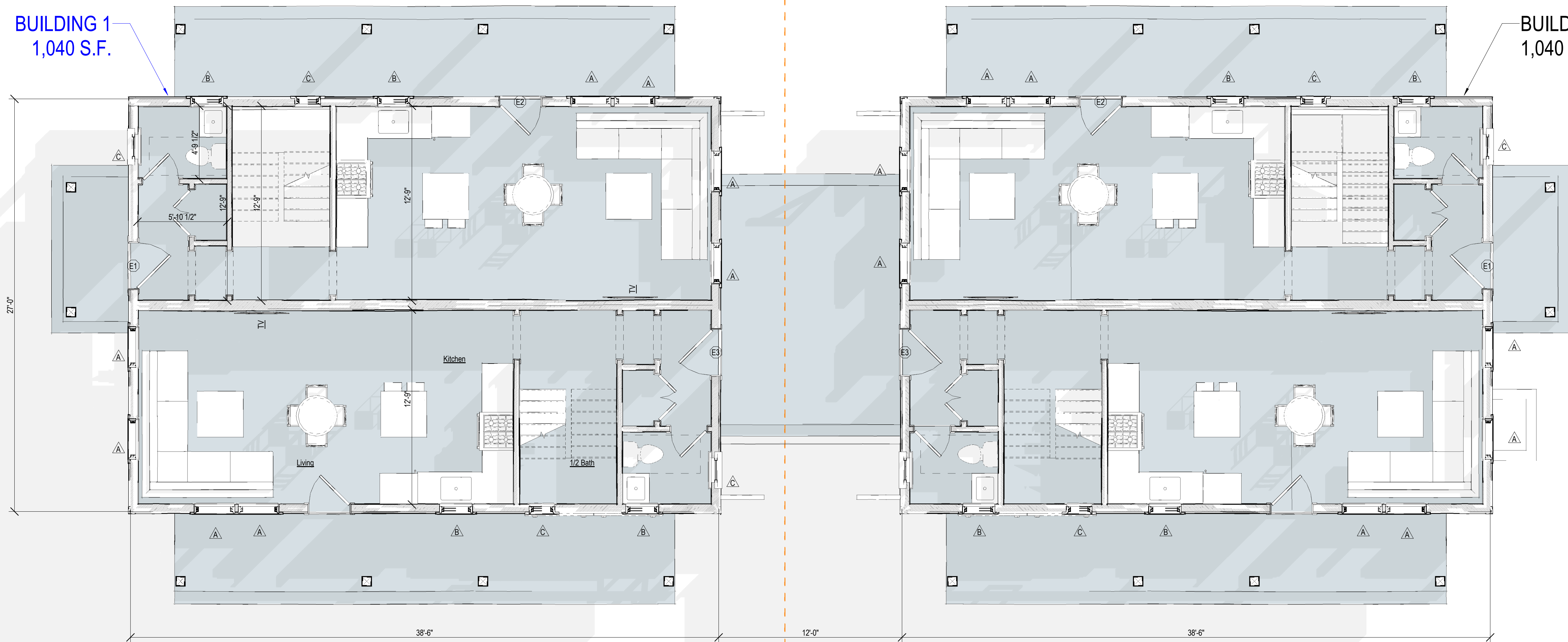
G.101
2114

07.08.21

HDC SUBMISSION

BUILDING 1
1,040 S.F.

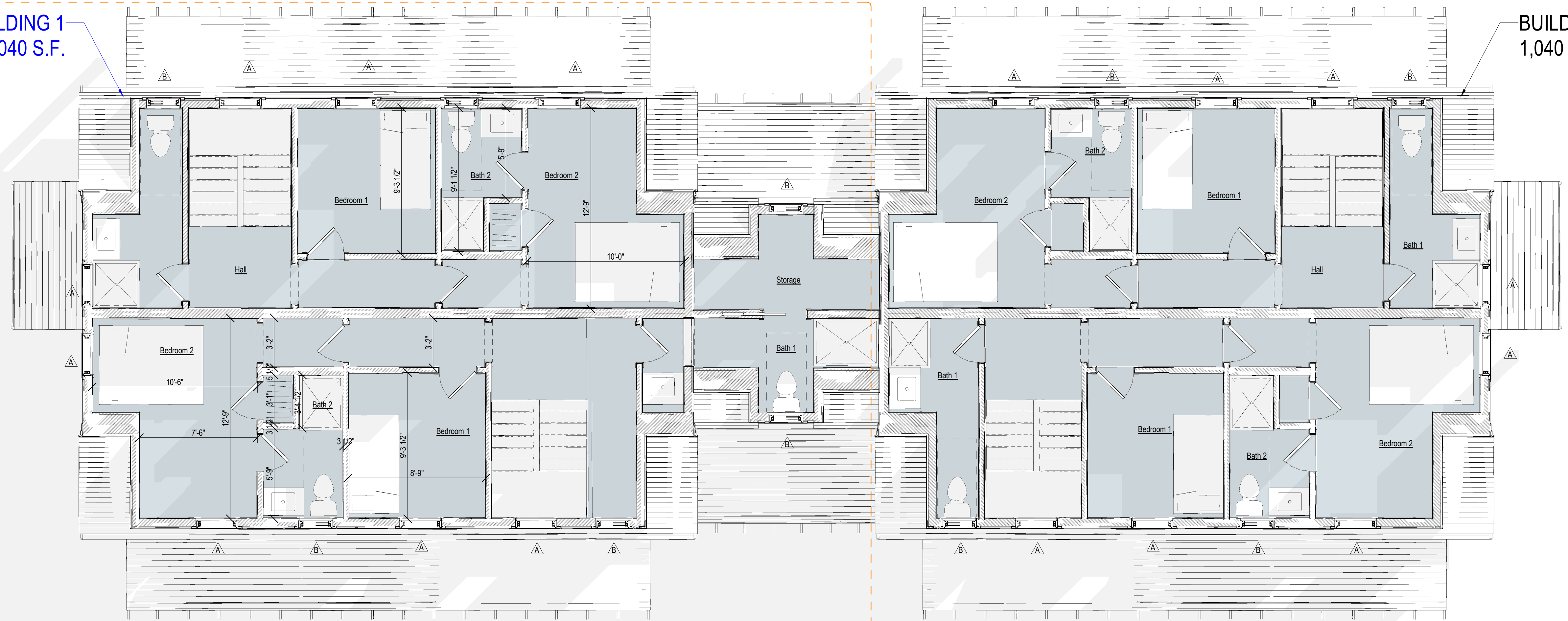
BUILDING 8
1,040 S.F.



1 First Floor Layout
1/4" = 1'-0"

BUILDING 1
1,040 S.F.

BUILDING 8
1,040 S.F.

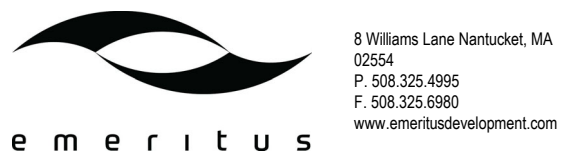


2 Second Floor Layout
1/4" = 1'-0"

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 1,
Lot 1
Nantucket, MA 02554



FLOOR PLANS

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	7,446 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 3,723 s.f.
Existing G.C.:	0
Proposed G.C.:	1,040 s.f.
Total Proposed G.C.:	1,040 s.f.

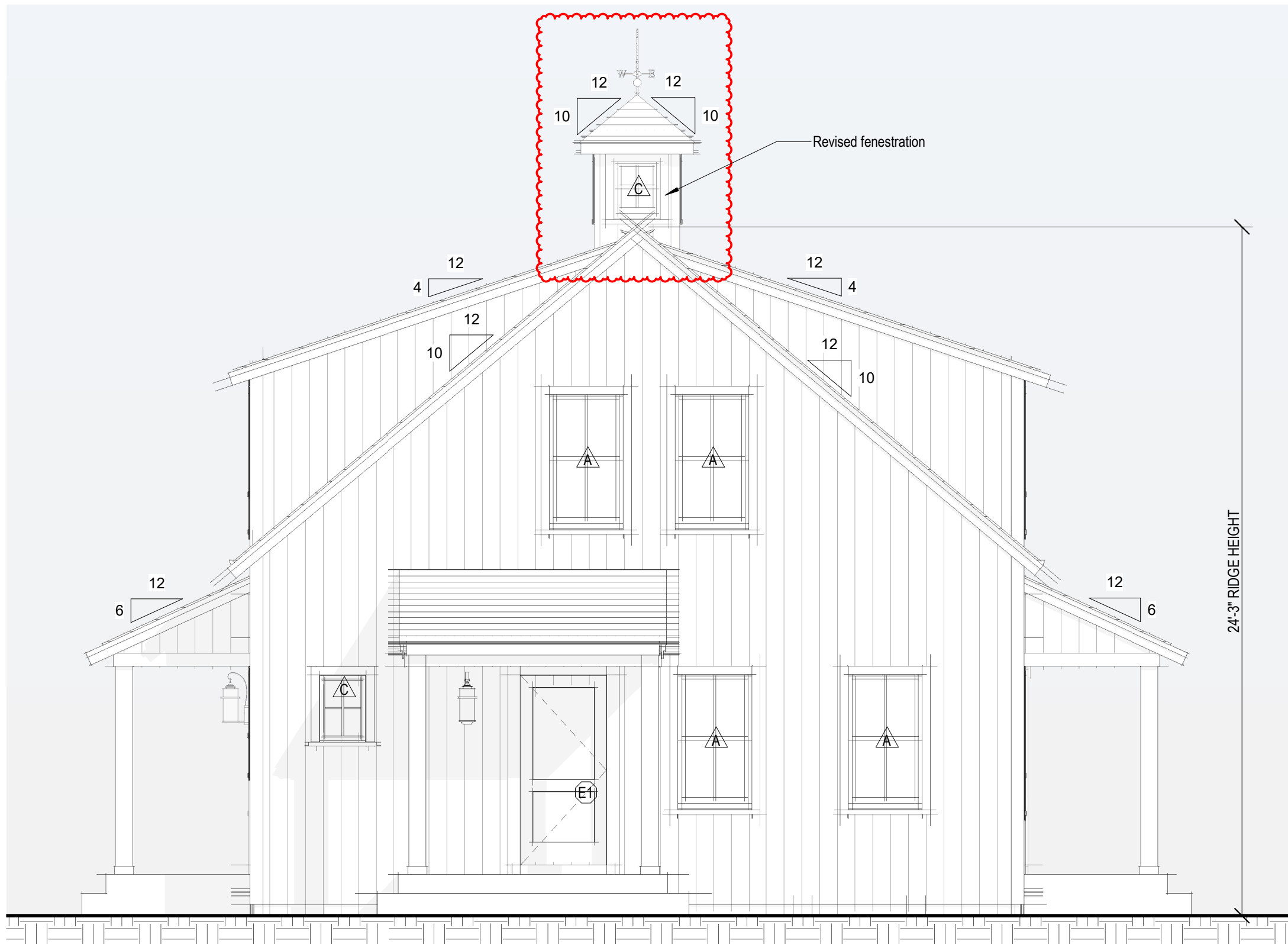
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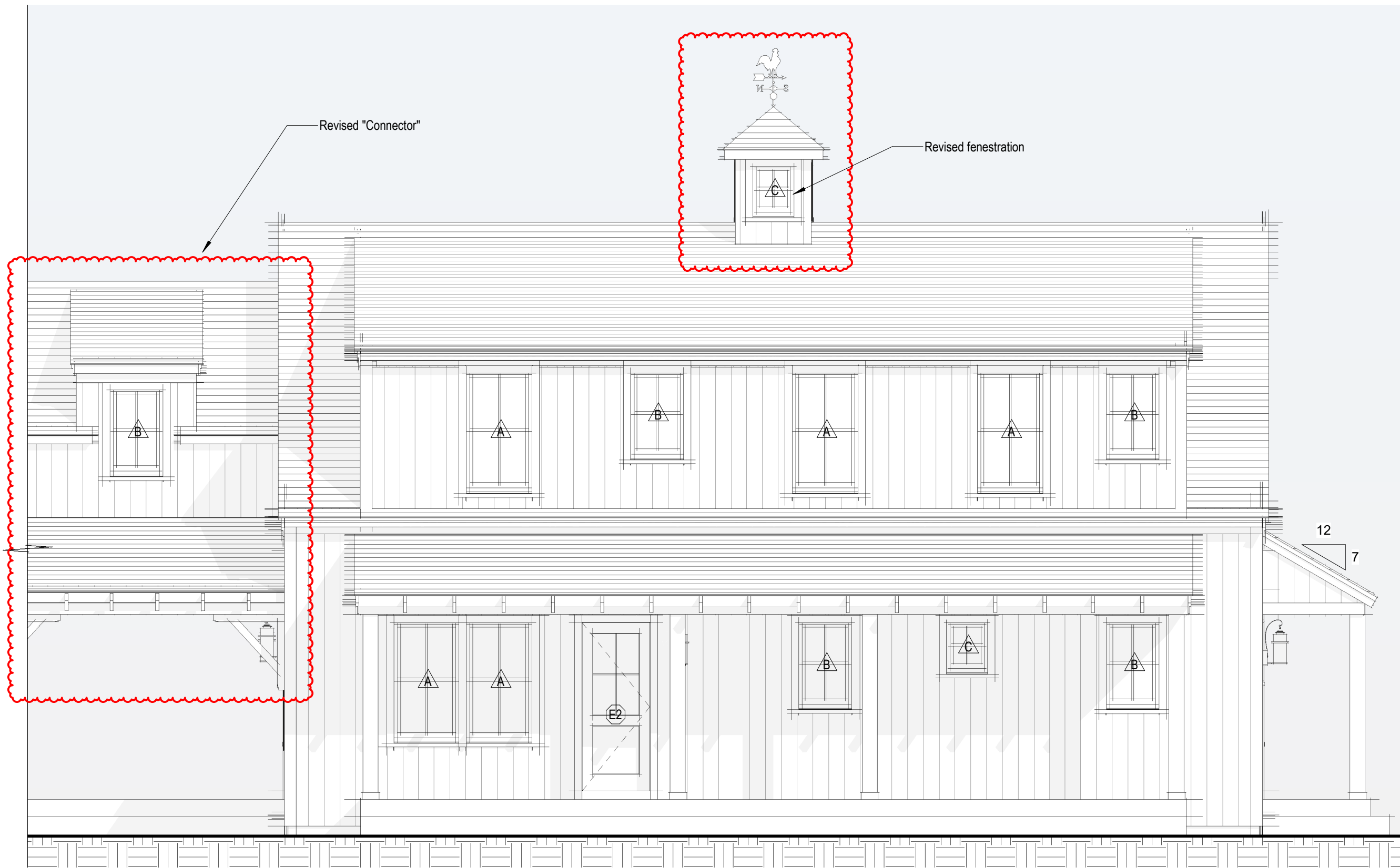
A.101
2114

07.08.21



1 Building 1 West Elevation
1/4" = 1'-0"

HDC SUBMISSION



2 Building 1 North Elevation
1/4" = 1'-0"



North Elevation Building 1 & 8 Combined
1/8" = 1'-0"



Prev. HDC North Elevation Building 1 & 8 Combined
1/8" = 1'-0"



North - East Perspective View Building 1 & 8 Combined



North - West Perspective View Building 1 & 8 Combined

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 1,
Lot 1
Nantucket, MA 02554



EXTERIOR ELEVATIONS BUILDING 1

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	7,446 s.f.
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SHEET INDEX

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A.202a	EXTERIOR ELEVATIONS BUILDING 1
A.202b	EXTERIOR ELEVATIONS BUILDING 8
A.201a	EXTERIOR ELEVATIONS BUILDING 1

Revisions

2nd Floor Dormers' Window Change	06.12.19
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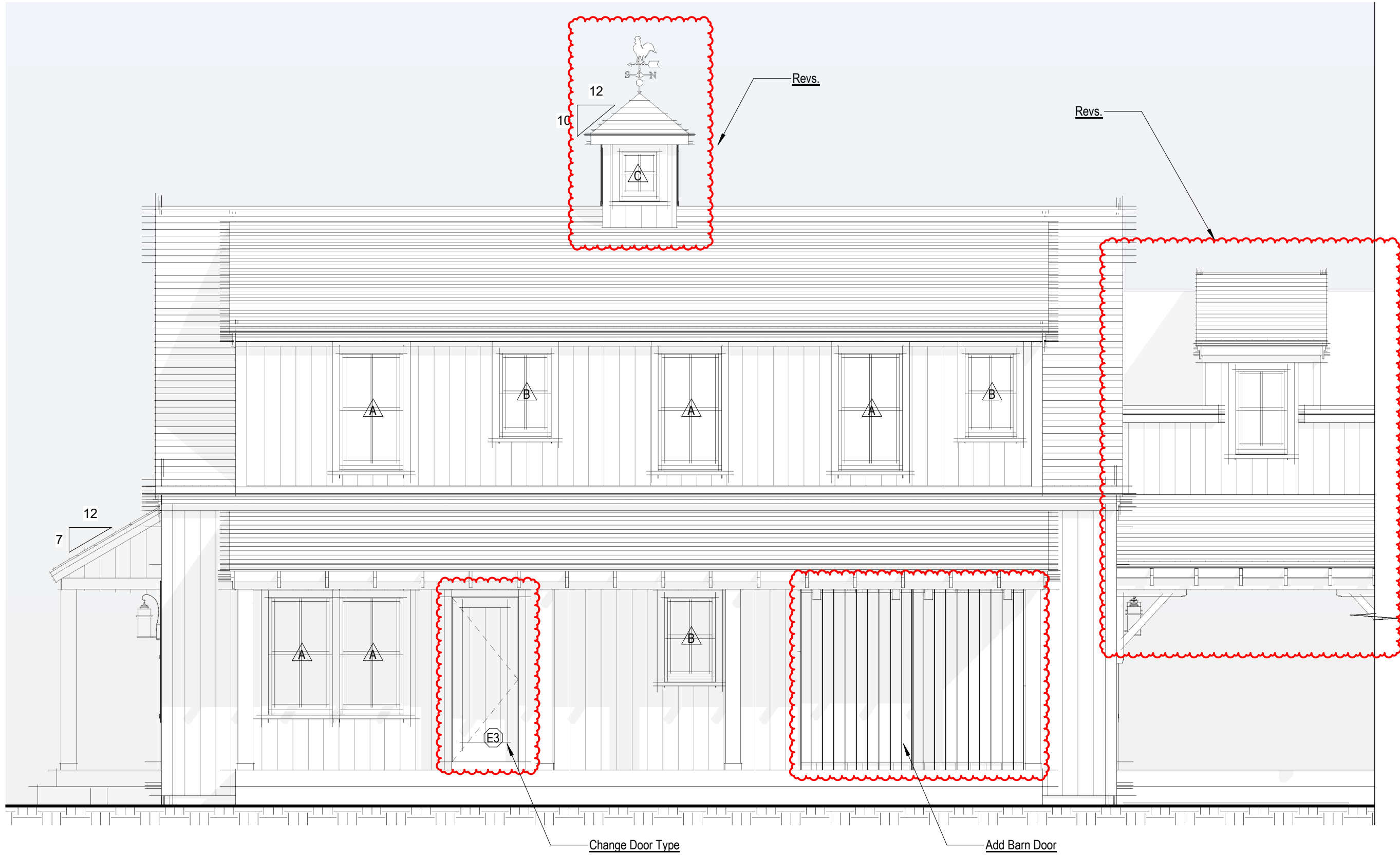
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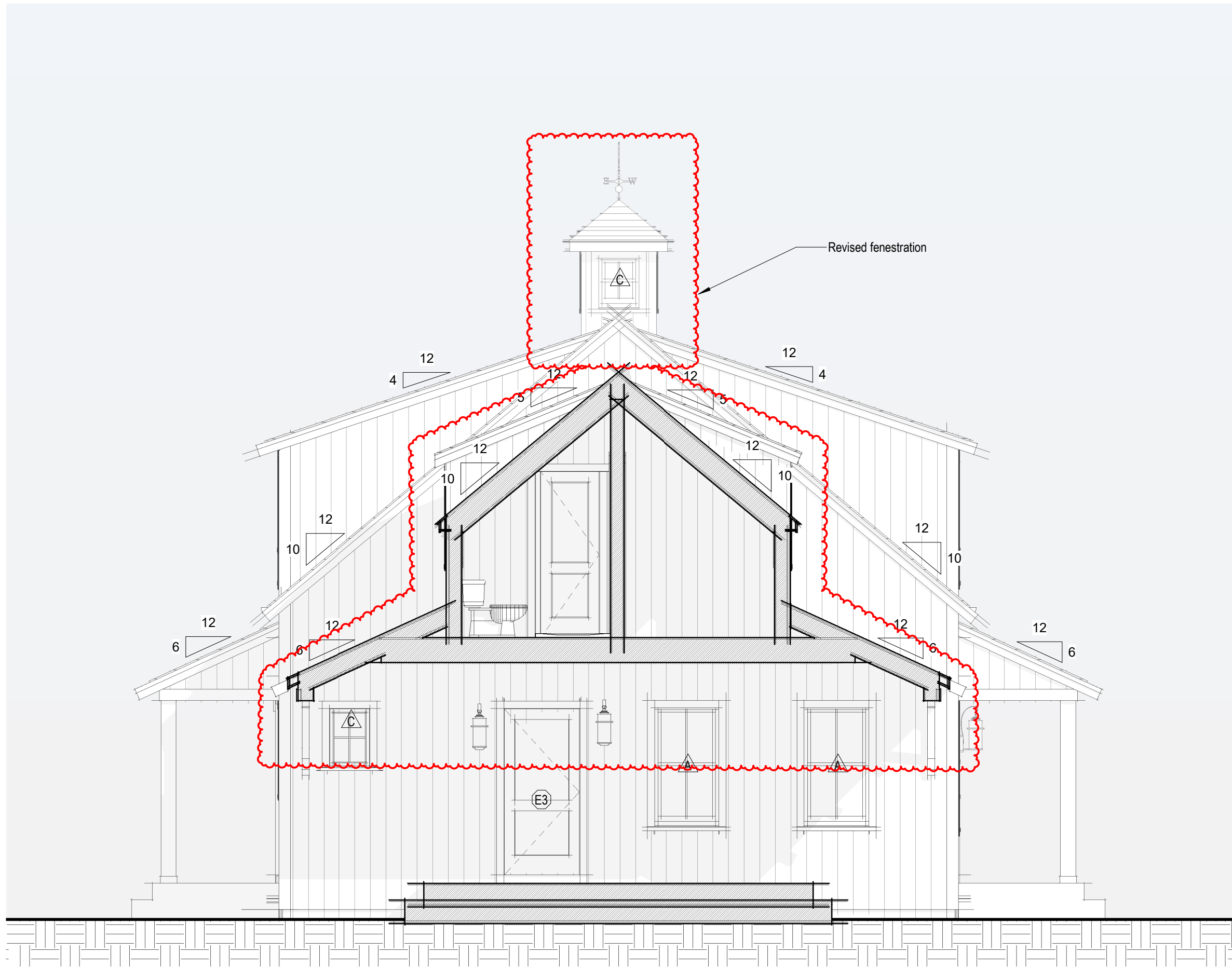
A.201a
2114

07.08.21

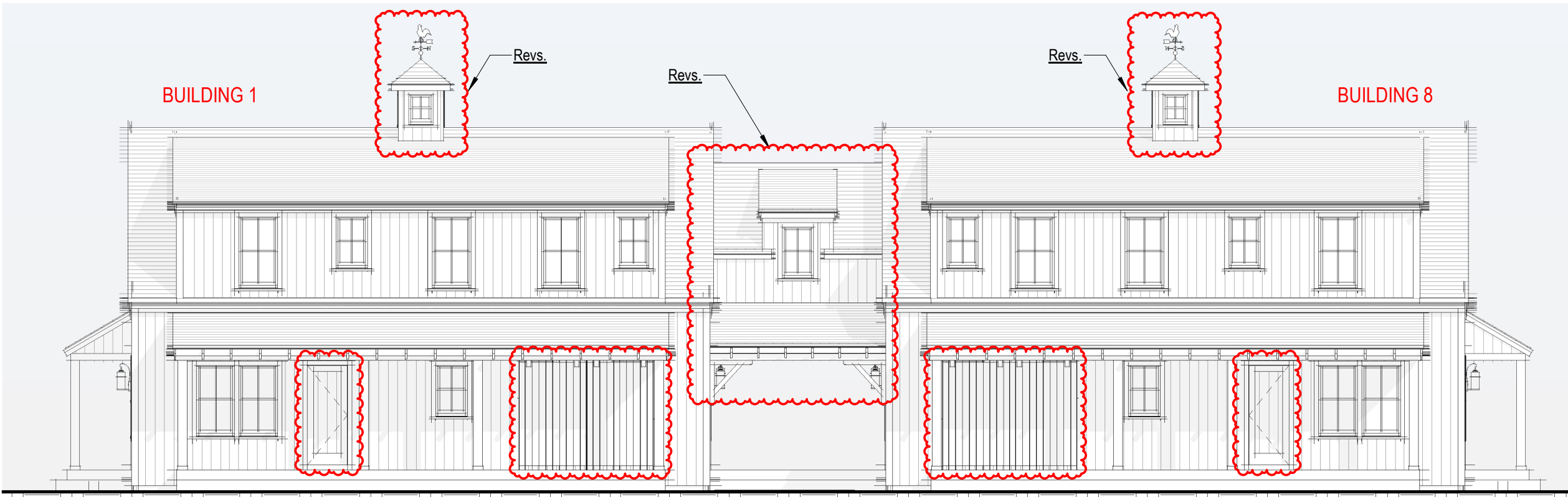
HDC SUBMISSION



1 Building 1 South Elevation
1/4" = 1'-0"



2 Building 1 East Elevation
1/4" = 1'-0"



South Elevation Building 1 & 8 Combined
1/8" = 1'-0"



Prev. HDC South Elevation Building 1 & 8 Combined
1/8" = 1'-0"



South - East Perspective View Building 1 & 8 Combined



South - West Perspective View Building 1 & 8 Combined

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 1,
Lot 1
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 1

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Total Proposed G.C.:	1,040 s.f.

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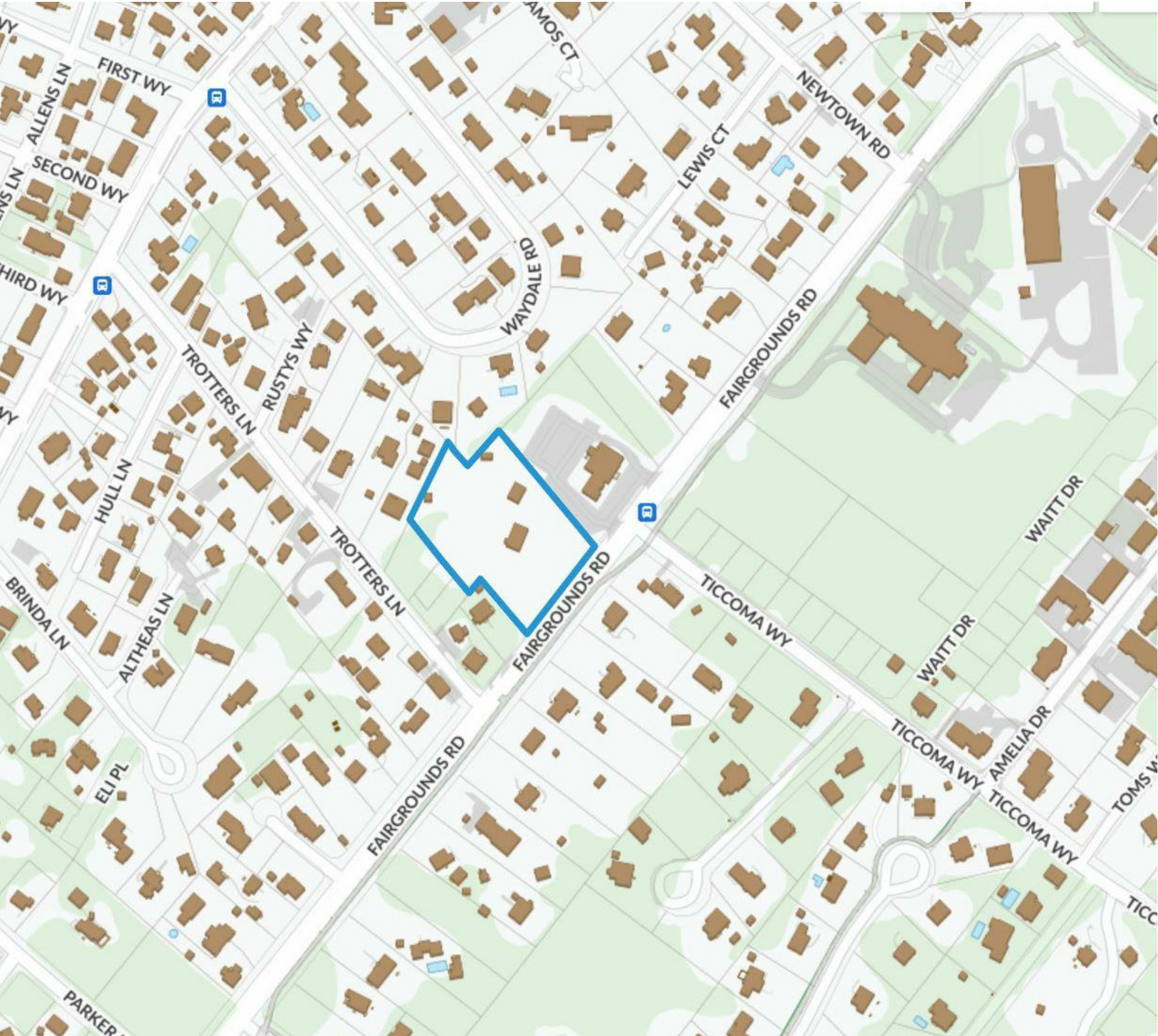
Revisions	
2nd Floor Dormers' Window Change	06.12.19

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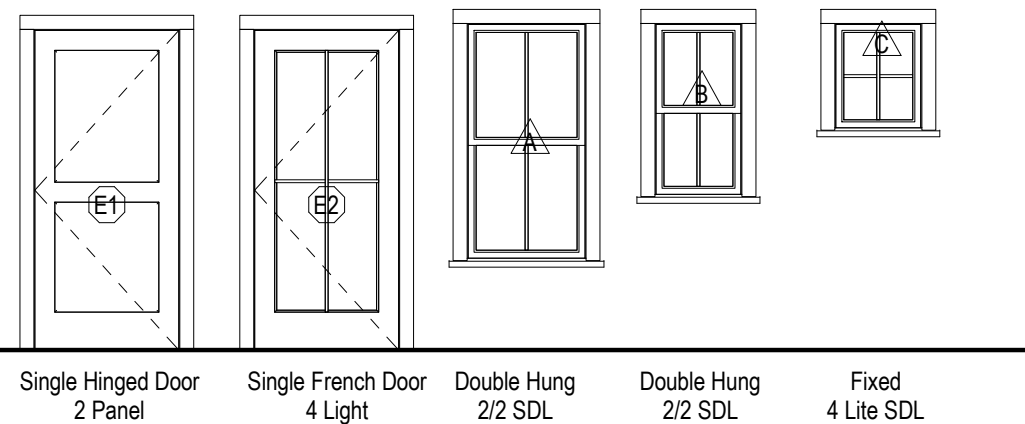
A.202a
2114

HOUSING NANTUCKET

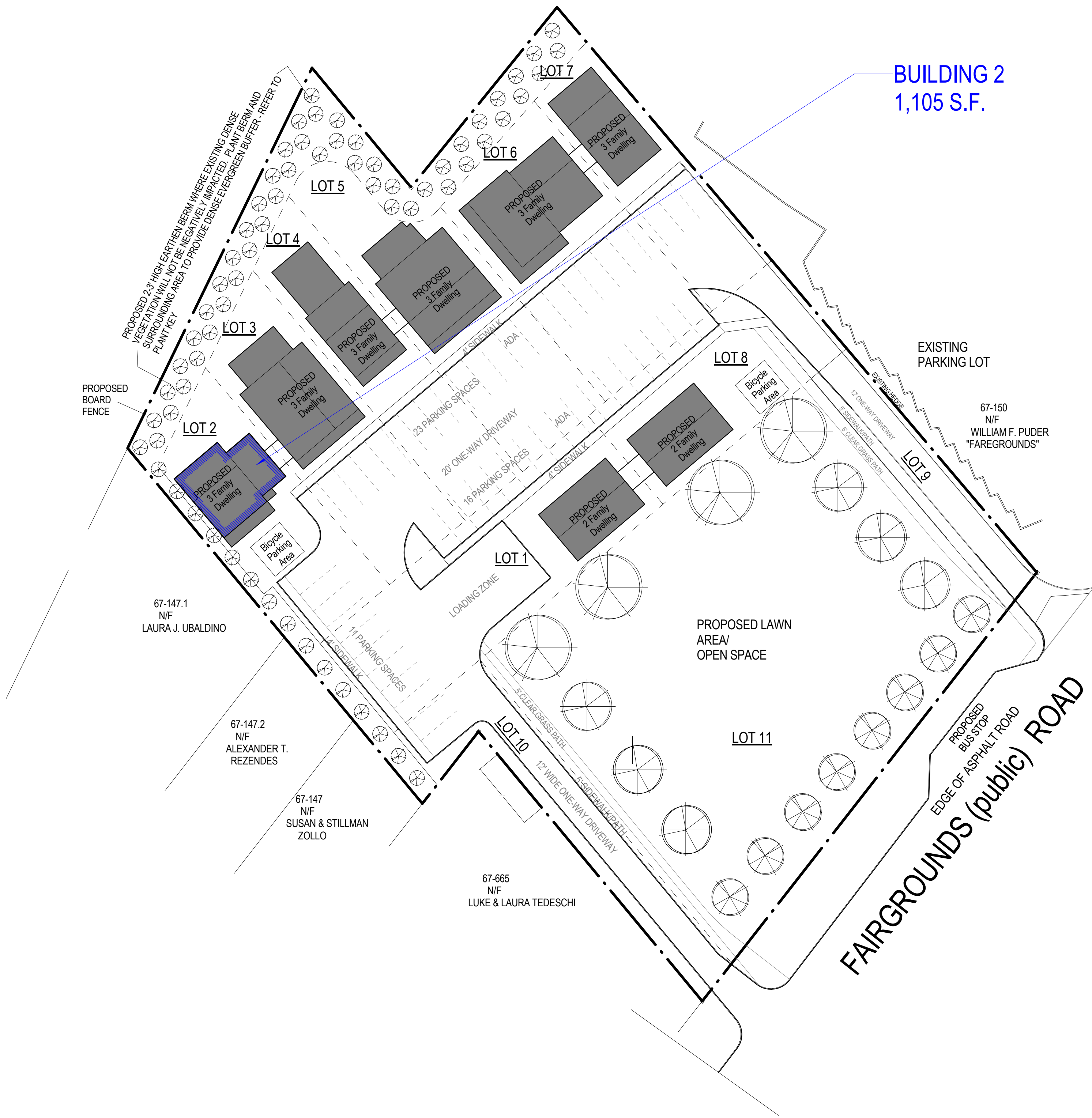
31 Fairgrounds Rd, Building 2, Lot 2
Nantucket, MA 02554



1 Locus Map
Not to Scale



2 Exterior Door & Window Legend
1/4" = 1'-0"



3 Site Plan
1" = 30'-0"

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 2,
Lot 2
Nantucket, MA 02554

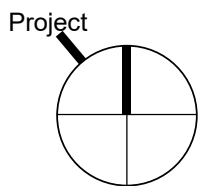


Cover Sheet

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,702 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,351 s.f.
Existing G.C.:	0
Proposed G.C.:	1,105 s.f.
Total Proposed G.C.:	1,105 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.



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G.101
2114

07.08.21

HDC SUBMISSION

BUILDING 2
1,105 S.F.

1 First Floor Layout
1/4" = 1'-0"



BUILDING 3
1,611 S.F.

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 2,
Lot 2
Nantucket, MA 02554



1st Floor Plan

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,702 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,351 s.f.
Existing G.C.:	0
Proposed G.C.:	1,105 s.f.
Total Proposed G.C.:	1,105 s.f.

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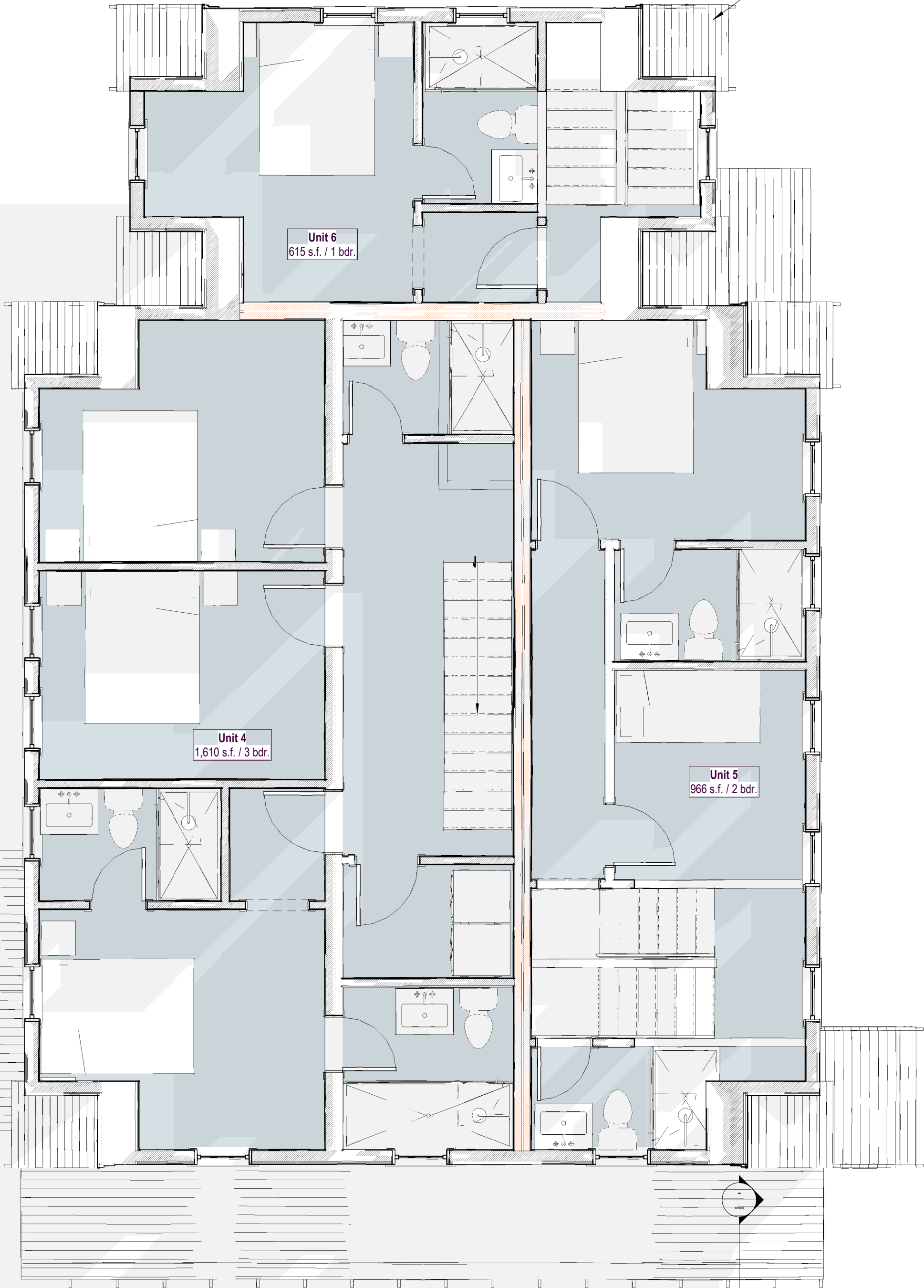
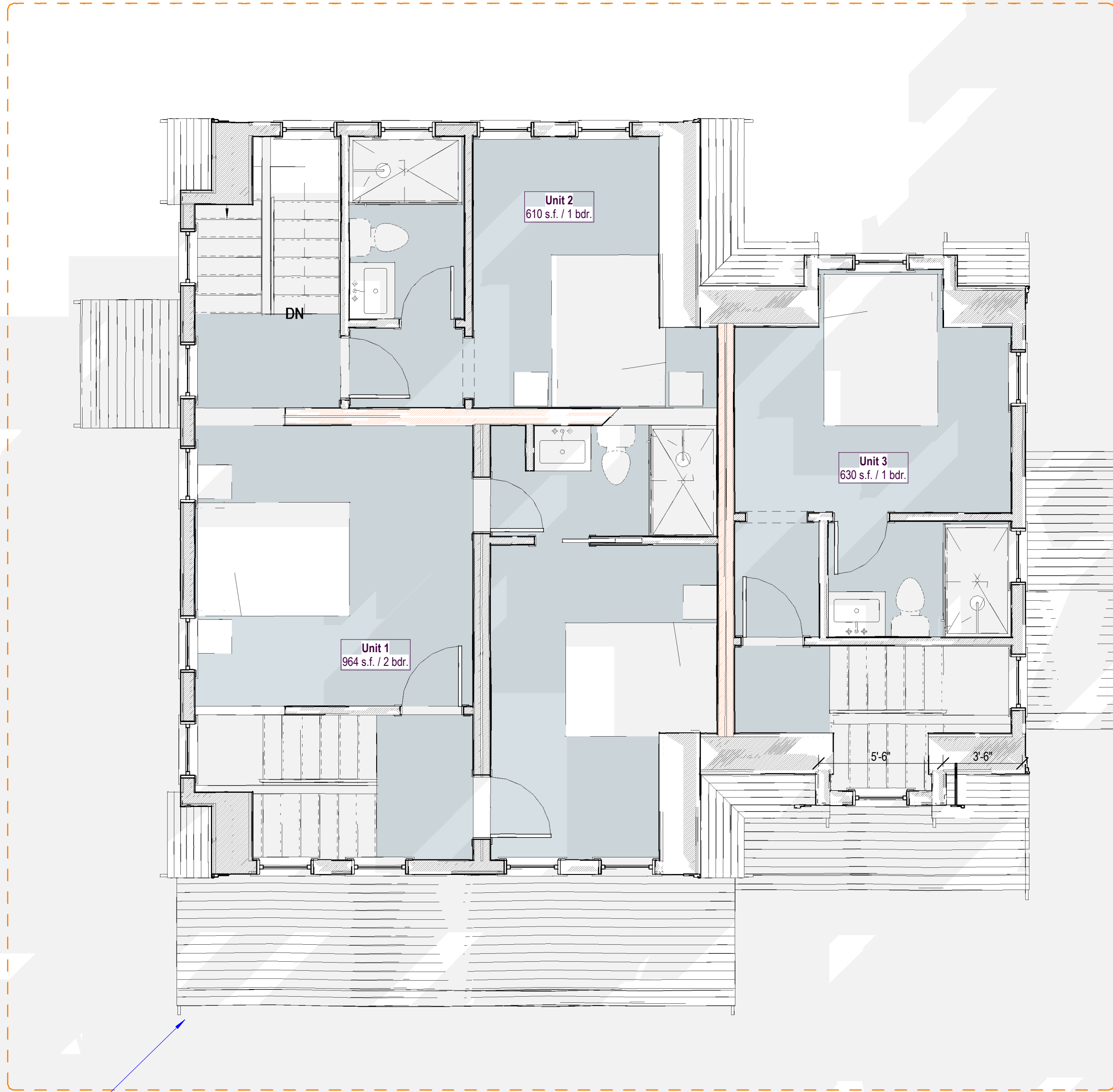
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A.101
2114

07.08.21

HDC SUBMISSION

BUILDING 3
1,611 S.F.



BUILDING 2
1,105 S.F.

1 Second Floor Layout
1/4" = 1'-0"

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 2,
Lot 2
Nantucket, MA 02554



2nd Floor Plan

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,702 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,351 s.f.
Existing G.C.:	0
Proposed G.C.:	1,105 s.f.
Total Proposed G.C.:	1,105 s.f.

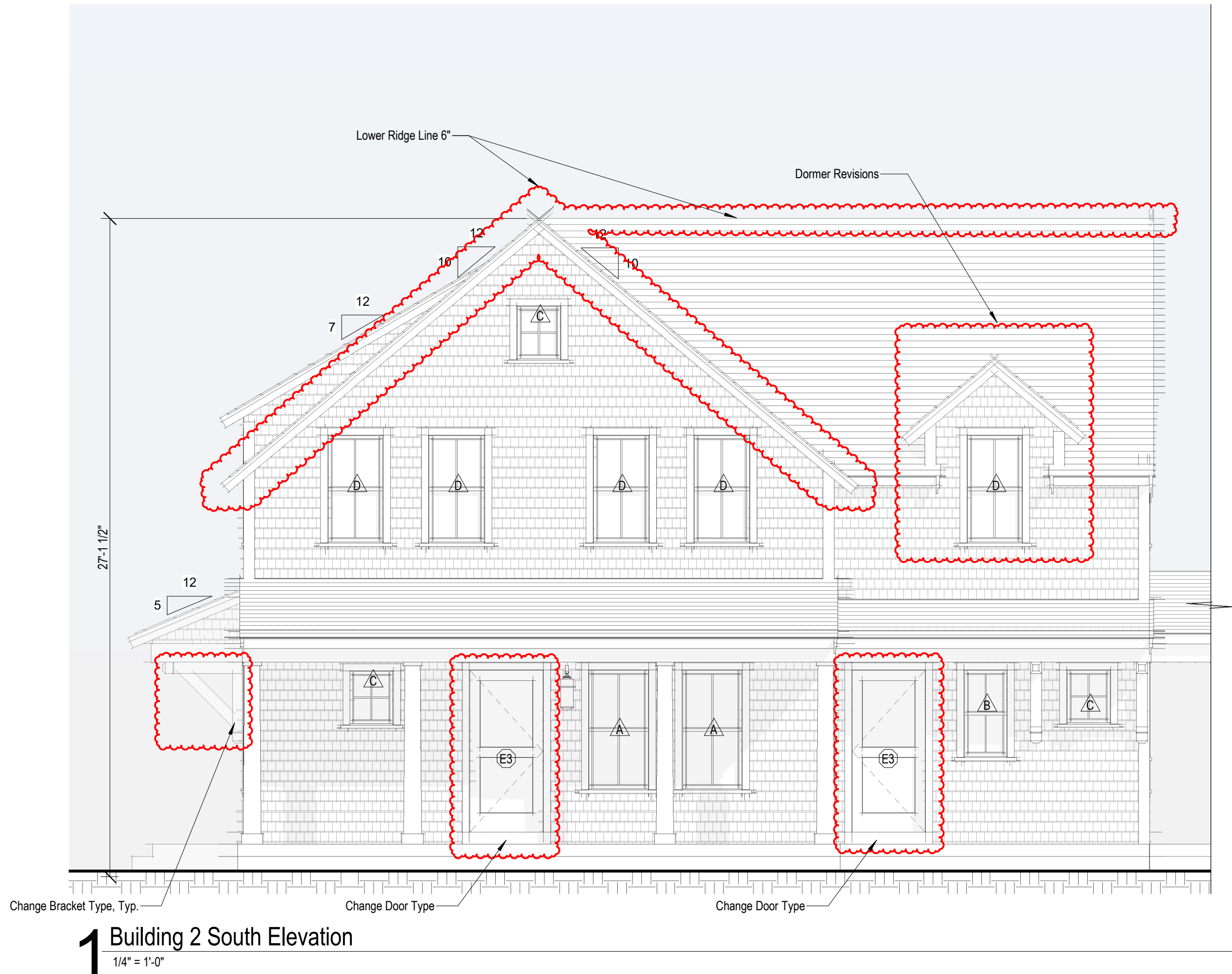
Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

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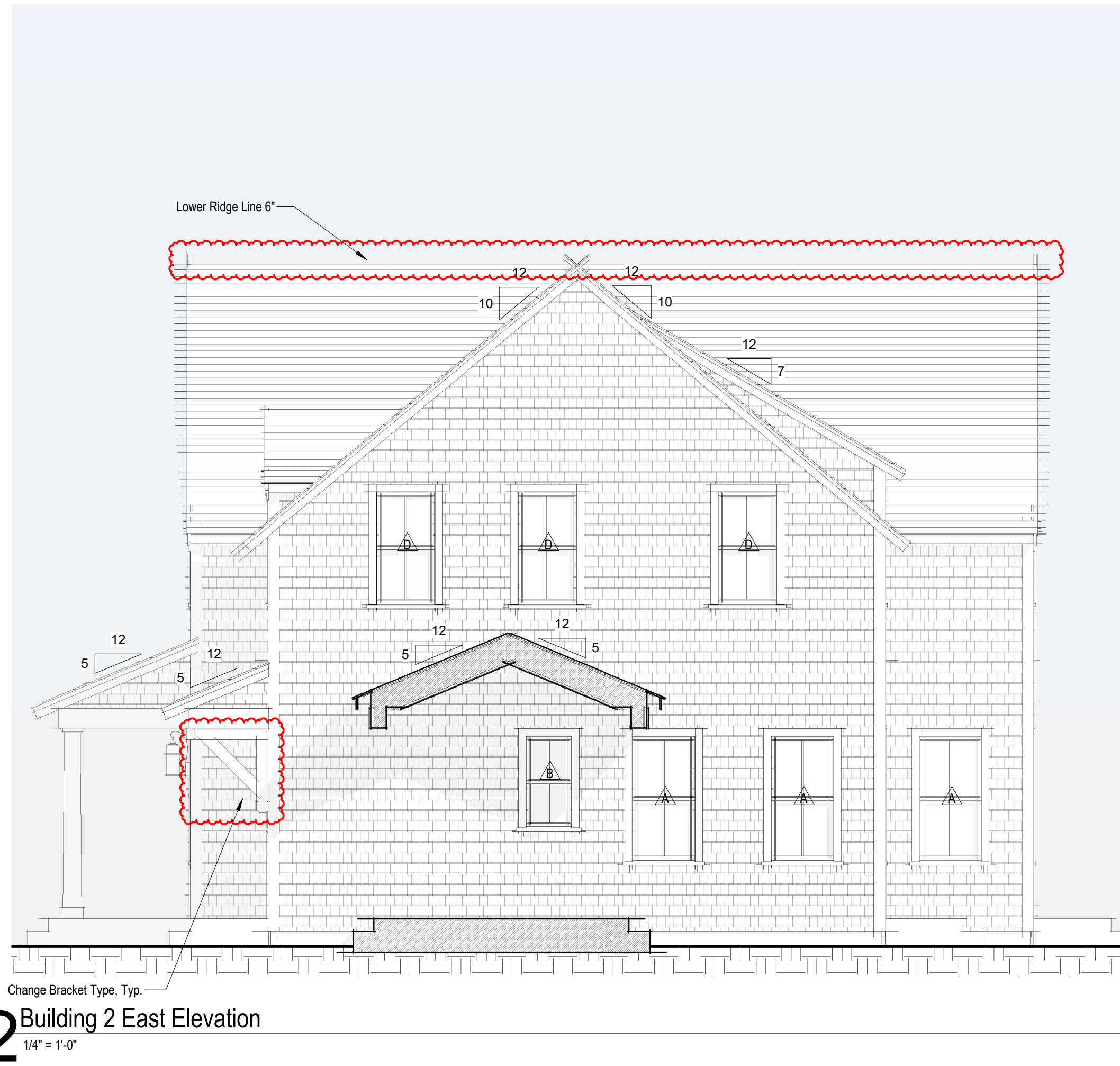
A.102
2114

07.08.21

HDC SUBMISSION



1 Building 2 South Elevation
1/4" = 1'-0"



2 Building 2 East Elevation
1/4" = 1'-0"



South Elevation Building 2 & 3 Combined
1/8" = 1'-0"



Prev. HDC South Elevation Building 2 & 3 Combined
1/8" = 1'-0"



South-East Perspective View Building 2 & 3 Combined



South-West Perspective View Building 2 & 3 Combined

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 2,
Lot 2
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 2

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,702 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,351 s.f.
Existing G.C.:	0
Proposed G.C.:	1,105 s.f.
Total Proposed G.C.:	1,105 s.f.

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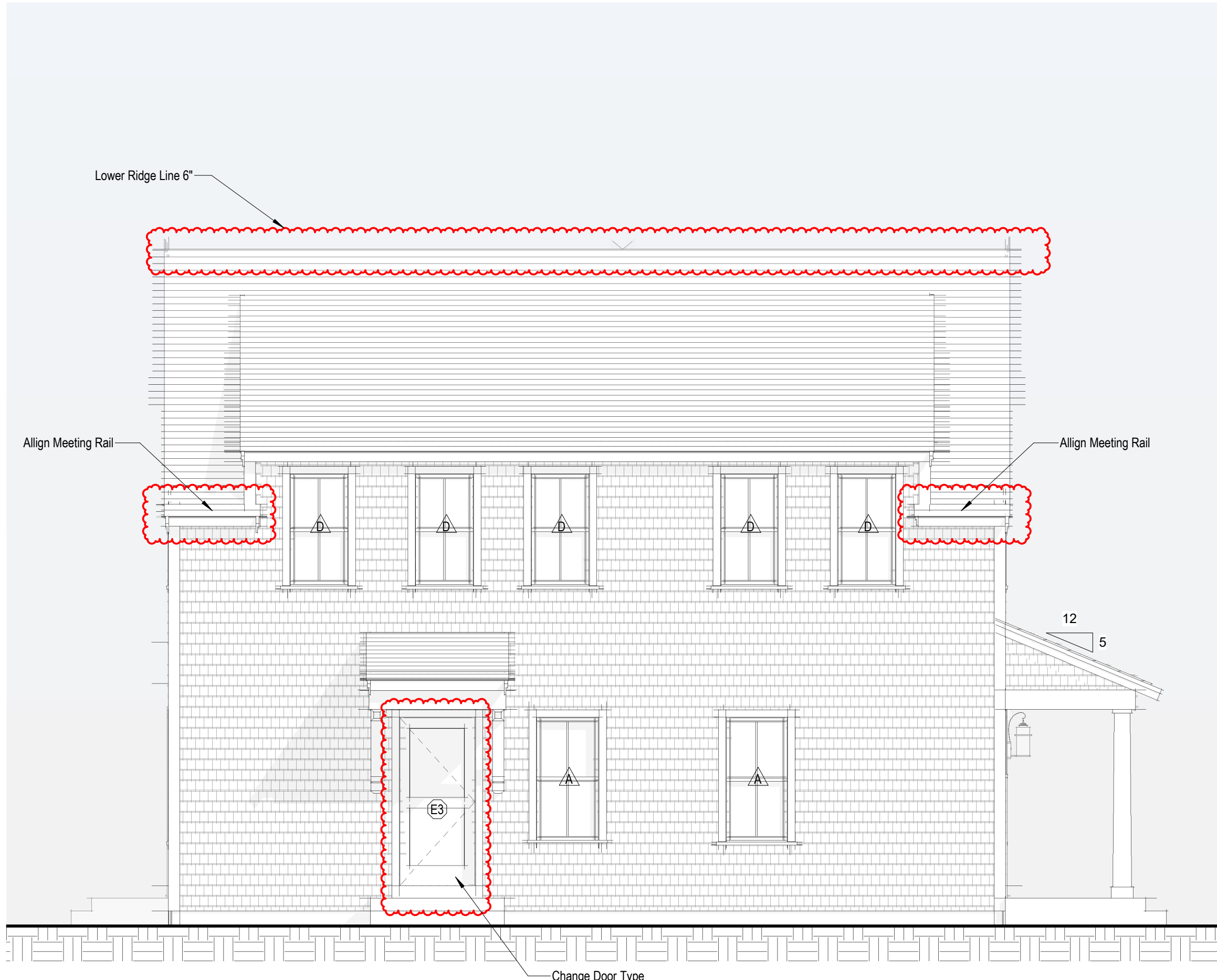
A.201a
2114

07.08.21

HDC SUBMISSION



1 Building 2 North Elevation
1/4" = 1'-0"



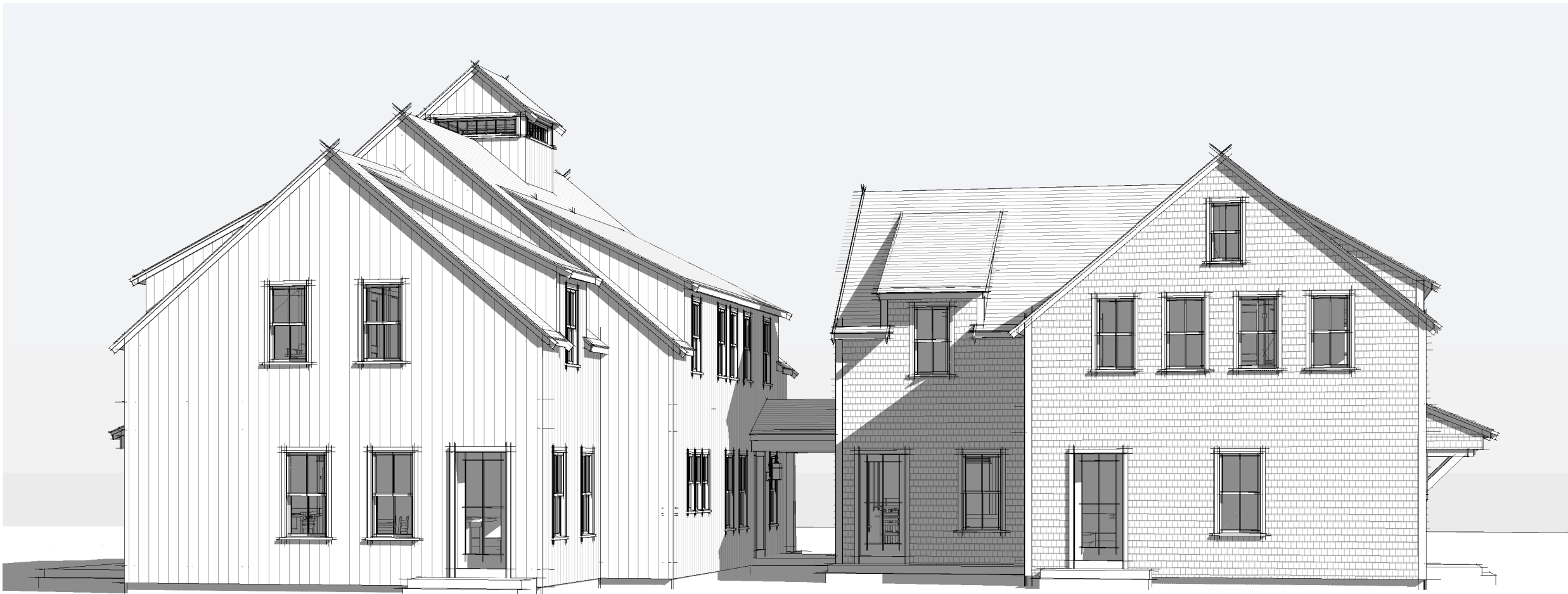
2 Building 2 West Elevation
1/4" = 1'-0"



North Elevation Building 2 & 3 Combined
1/8" = 1'-0"



Prev. HDC North Elevation Building 2 & 3 Combined
1/8" = 1'-0"



North - West Perspective View Building 2 & 3 Combined

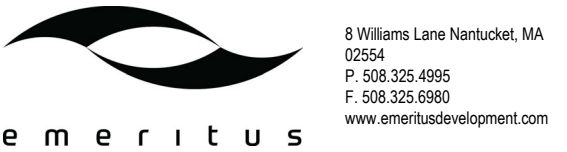


North - East Perspective View Building 2 & 3 Combined

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 2,
Lot 2
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 2

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,702 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,351 s.f.
Existing G.C.:	0
Proposed G.C.:	1,105 s.f.
Total Proposed G.C.:	1,105 s.f.

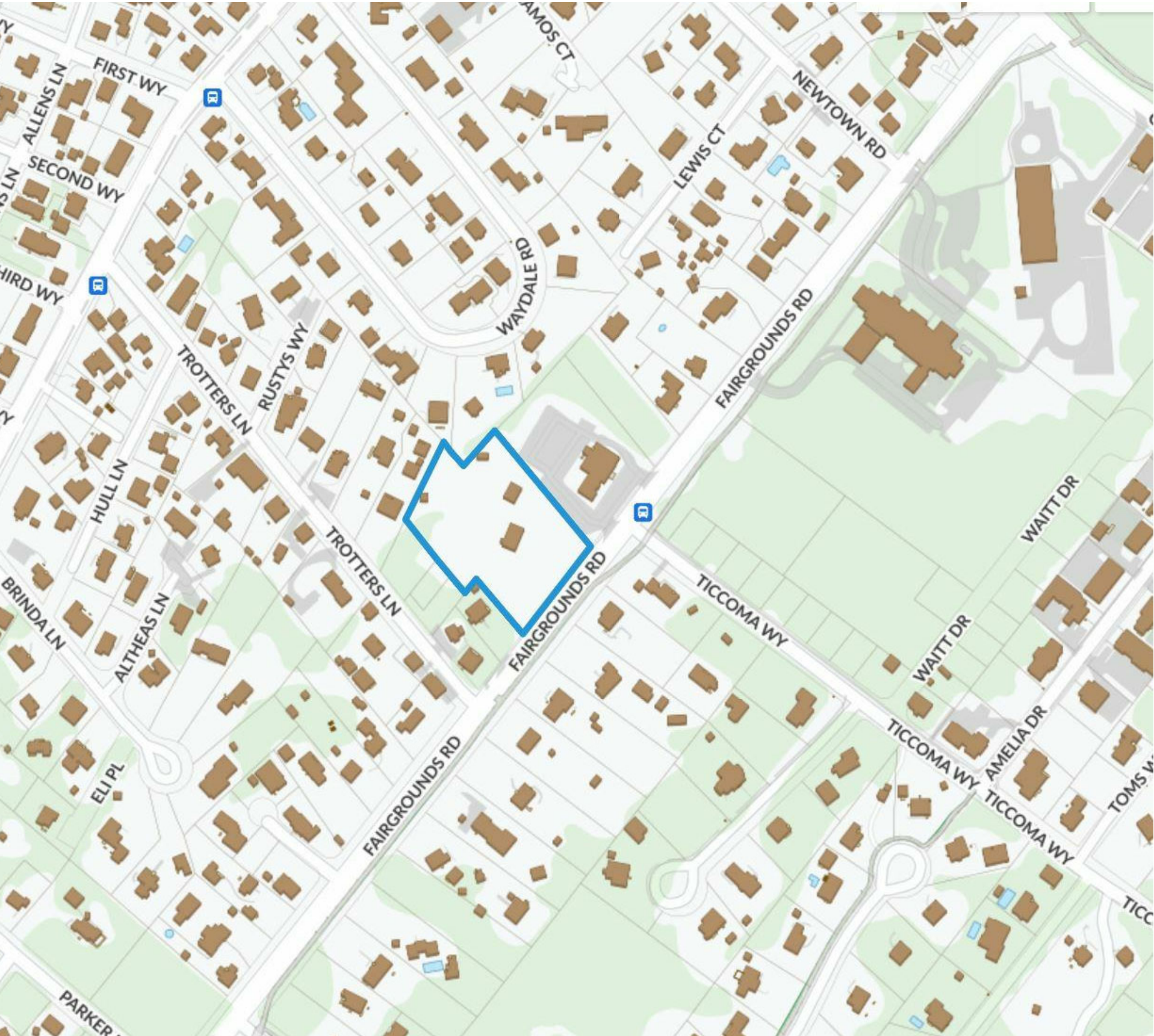
Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

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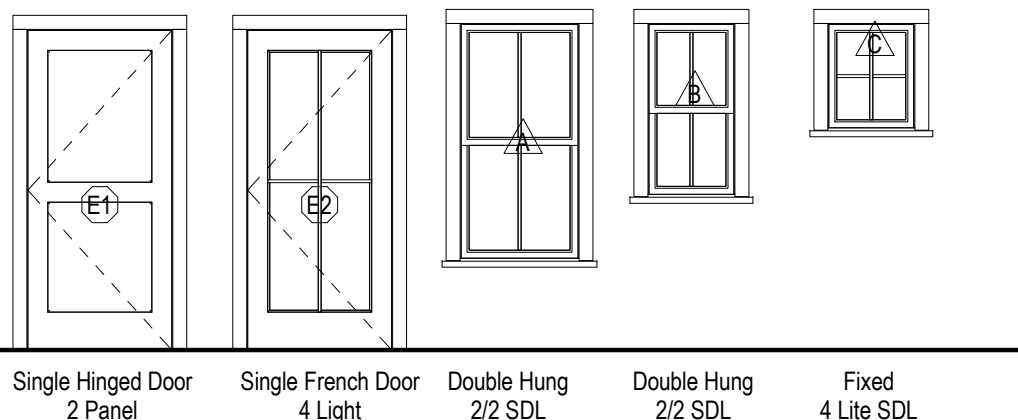
A.202a
2114

HOUSING NANTUCKET

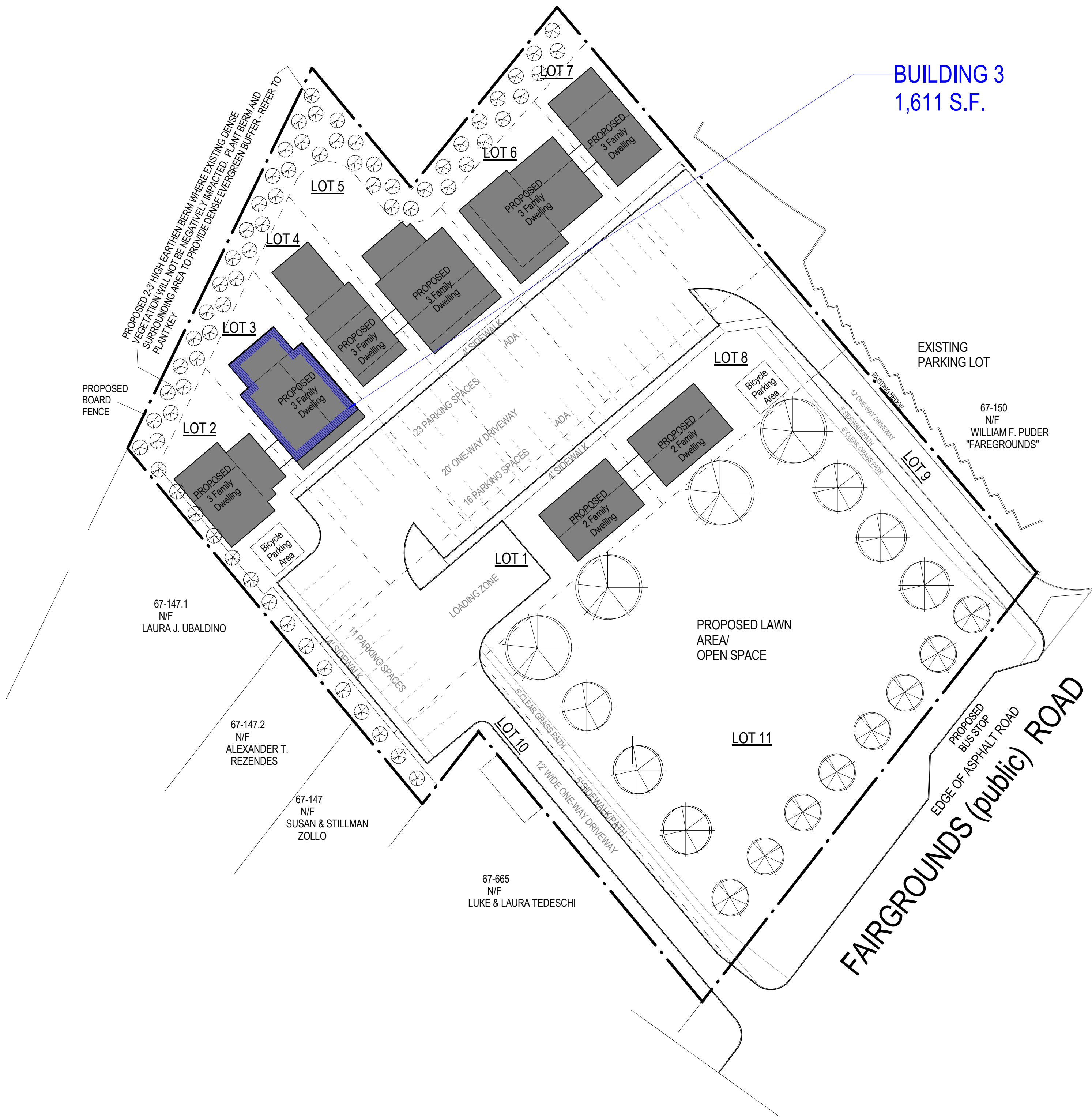
31 Fairgrounds Rd, Building 3, Lot 3
Nantucket, MA 02554



1 Locus Map
Not to Scale



2 Exterior Door & Window Legend
1/4" = 1'-0"



3 Site Plan
1" = 30'-0"

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 3,
Lot 3
Nantucket, MA 02554

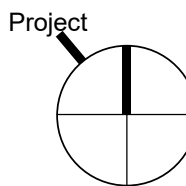


Cover Sheet

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	5,554 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,777 s.f.
Existing G.C.:	0
Proposed G.C.:	1,611 s.f.
Total Proposed G.C.:	1,611 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.



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G.101
2114

07.08.21

HDC SUBMISSION

BUILDING 2
1,105 S.F.

1 First Floor Layout
1/4" = 1'-0"

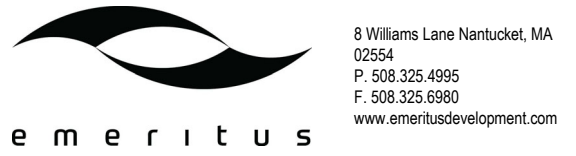


BUILDING 3
1,611 S.F.

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 3,
Lot 3
Nantucket, MA 02554



1st Floor Plan

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	5,554 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,777 s.f.
Existing G.C.:	0
Proposed G.C.:	1,611 s.f.
Total Proposed G.C.:	1,611 s.f.

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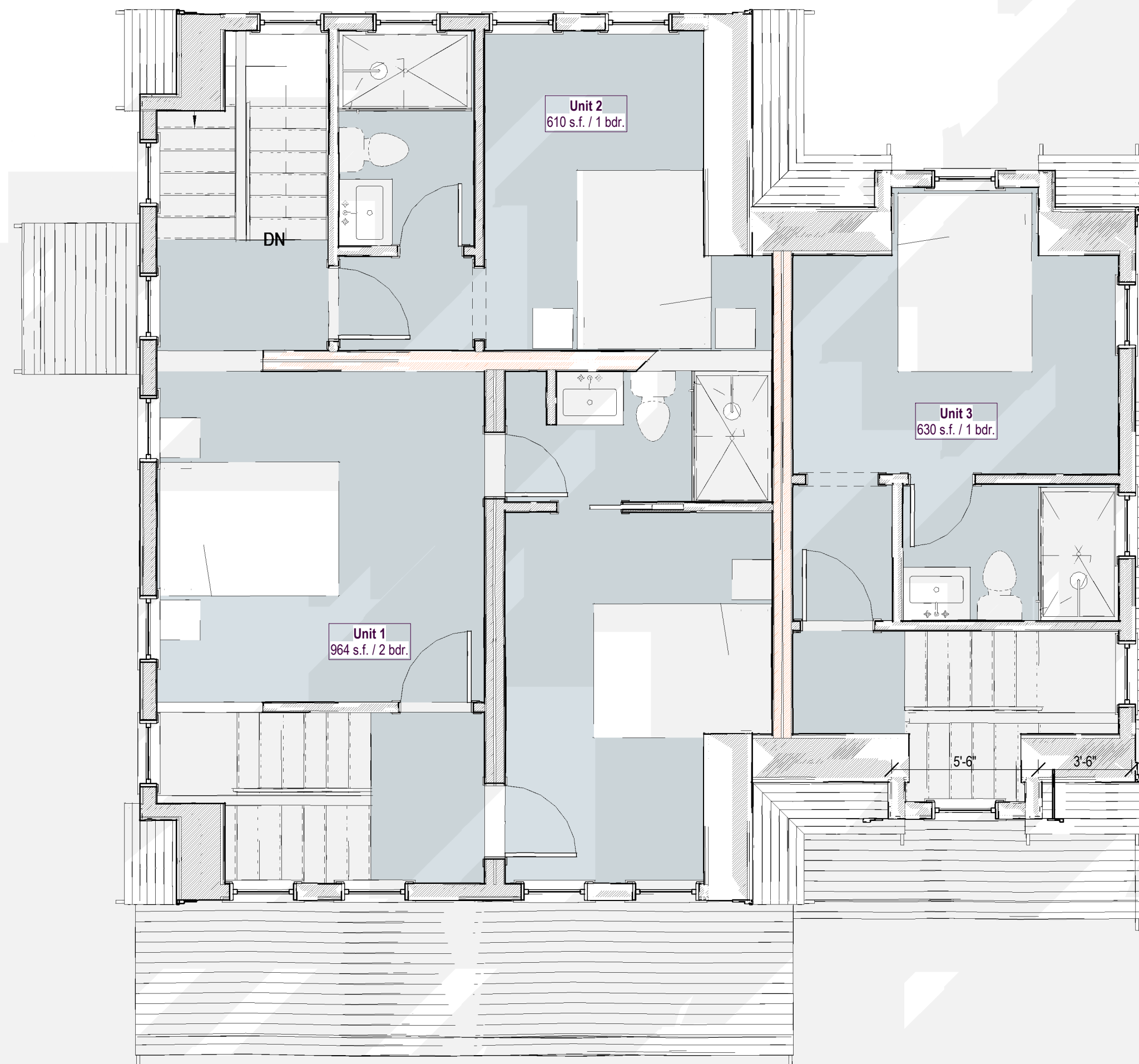
A.101
2114

07.08.21

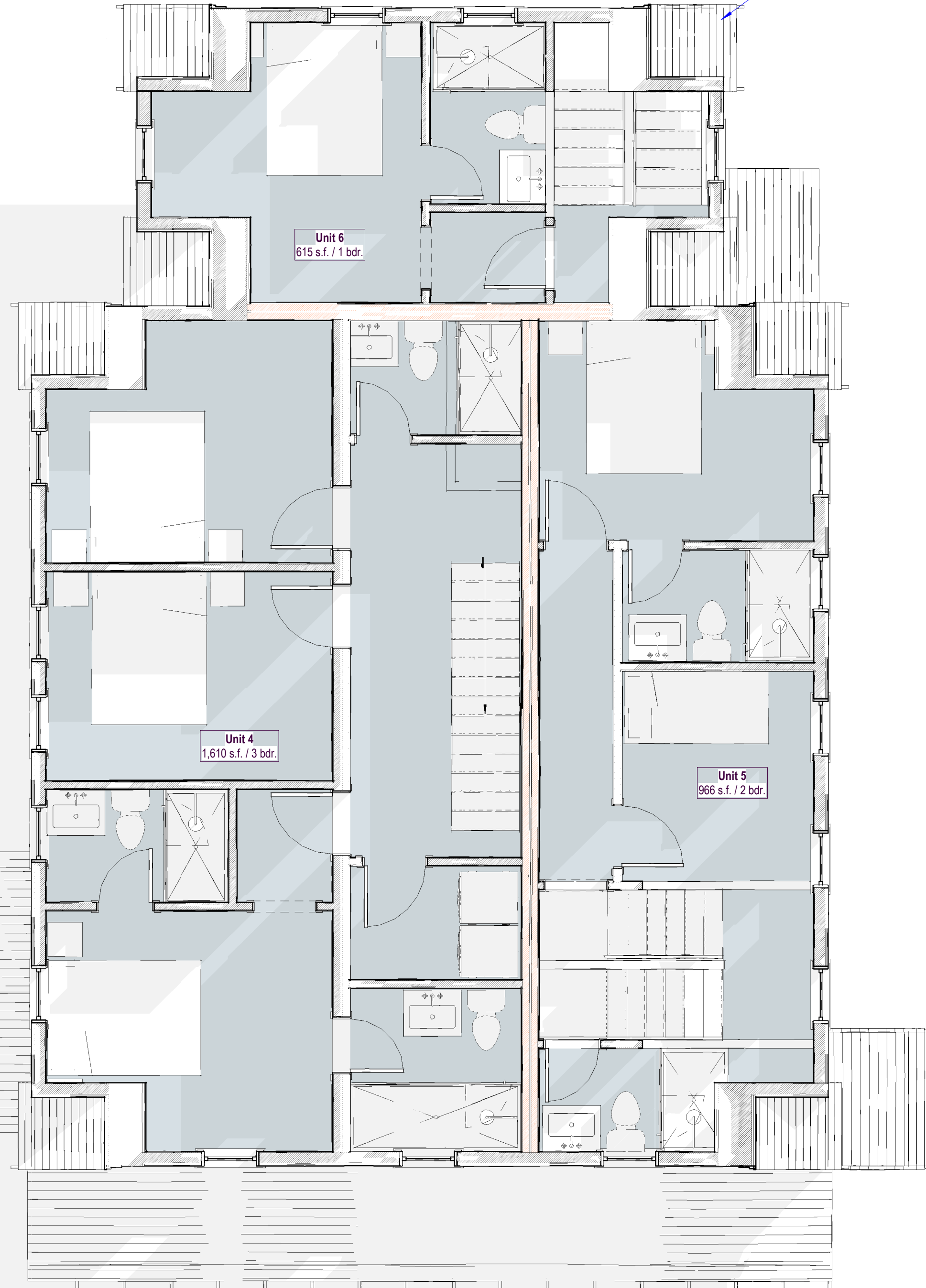
HDC SUBMISSION

BUILDING 2
1,105 S.F.

1 Second Floor Layout
1/4" = 1'-0"



BUILDING 3
1,611 S.F.



2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 3,
Lot 3
Nantucket, MA 02554



2nd Floor Plan

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	5,554 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,777 s.f.
Existing G.C.:	0
Proposed G.C.:	1,611 s.f.
Total Proposed G.C.:	1,611 s.f.

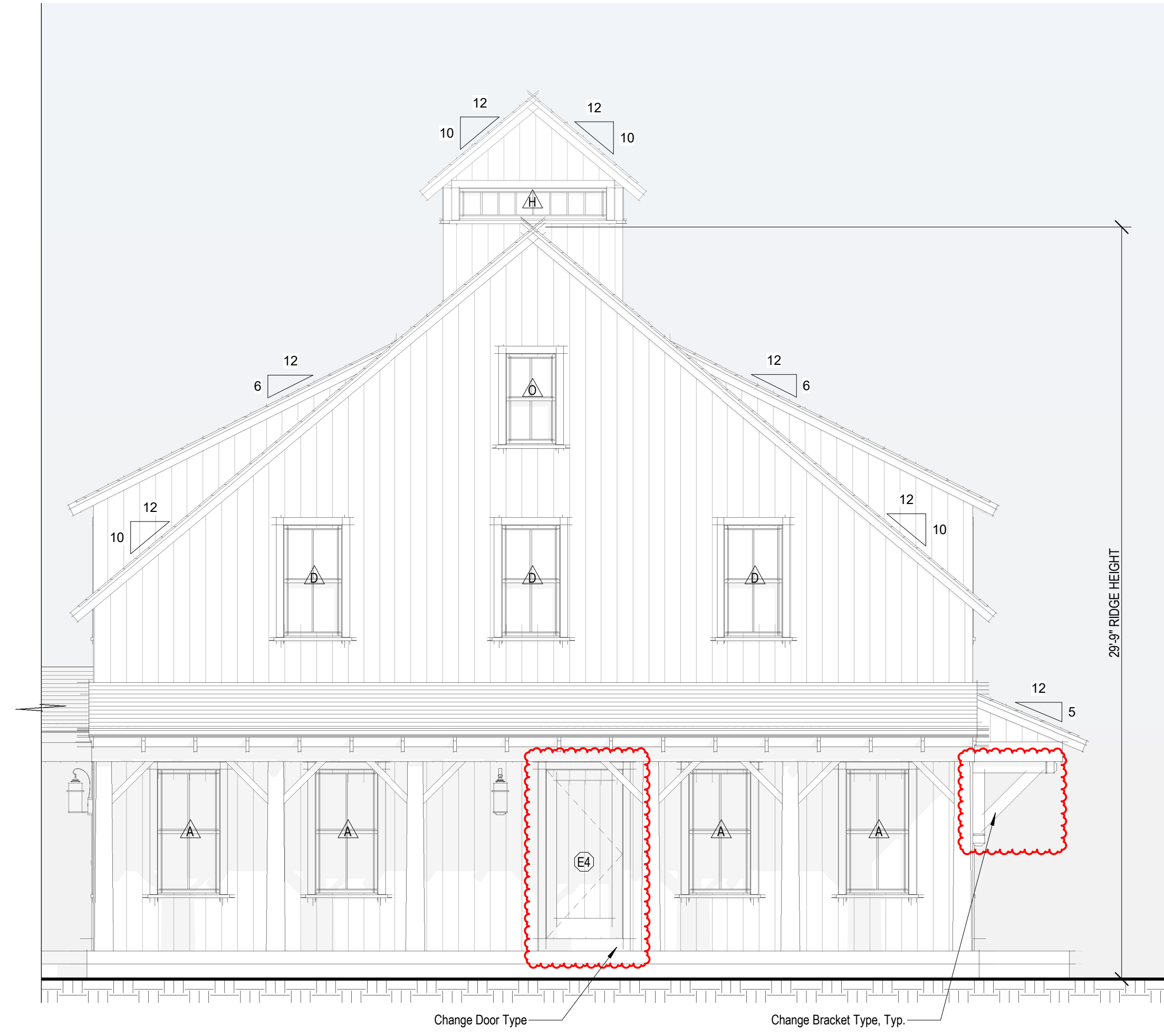
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A.102
2114

07.08.21

HDC SUBMISSION



1 Building 3 South Elevation
1/4" = 1'-0"



2 Building 3 East Elevation
1/4" = 1'-0"



South - West Perspective View Building 2 & 3 Combined.



South - East Perspective View Building 2 & 3 Combined.



South Elevation Building 2 & 3 Combined.
1/8" = 1'-0"



Prev. HDC South Elevation Building 2 & 3 Combined.
1/8" = 1'-0"

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 3,
Lot 3
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 3

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	5,554 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,777 s.f.
Existing G.C.:	0
Proposed G.C.:	1,611 s.f.
Total Proposed G.C.:	1,611 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

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A.201b
2114

07.08.21

HDC SUBMISSION



1 Building 3 North Elevation
1/4" = 1'-0"



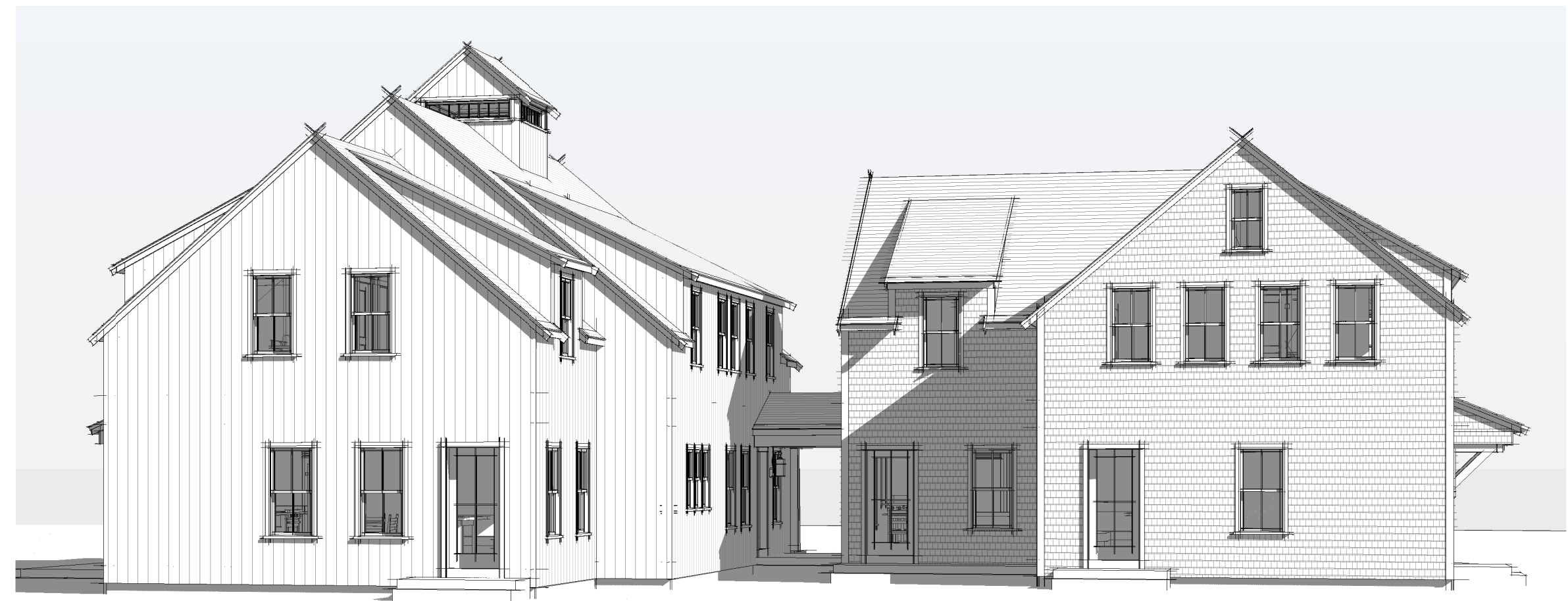
2 Building 3 West Elevation
1/4" = 1'-0"



North Elevation Building 2 & 3 Combined.
1/8" = 1'-0"



Prev. HDC North Elevation Building 2 & 3 Combined.
1/8" = 1'-0"



North - West Perspective View Building 2 & 3 Combined.

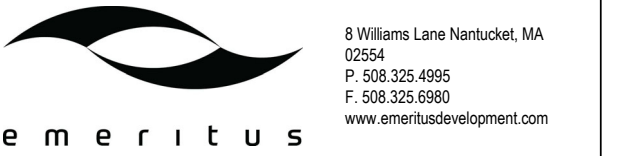


North - East Perspective View Building 2 & 3 Combined.

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 3,
Lot 3
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 3

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	5,554 Lot
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,777 s.f.
Existing G.C.:	0
Proposed G.C.:	1,611 s.f.
Total Proposed G.C.:	1,611 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

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A.202b
2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 4
Nantucket, MA 02554

2114
HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554

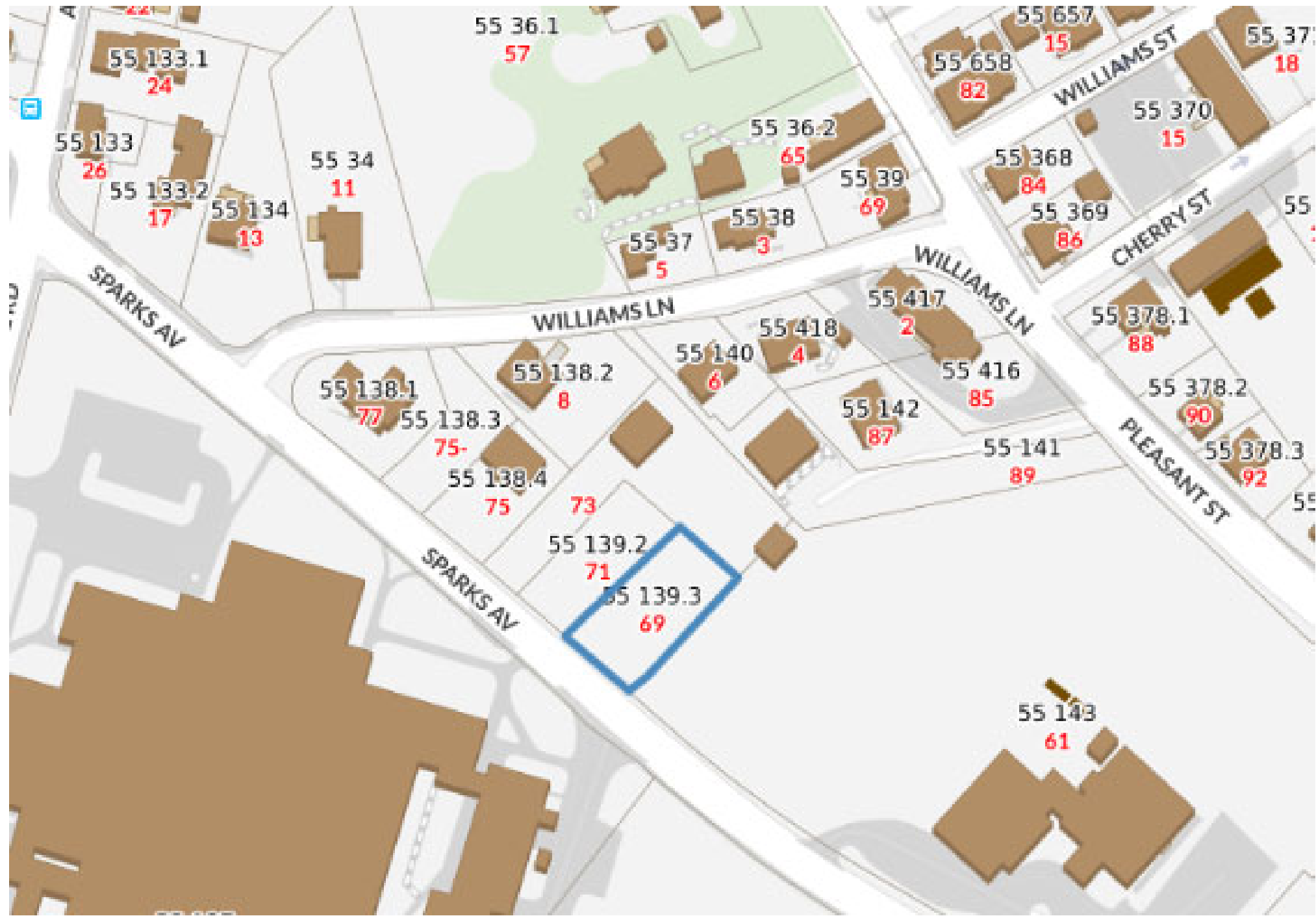


EXTERIOR ELEVATIONS
BUILDING 4

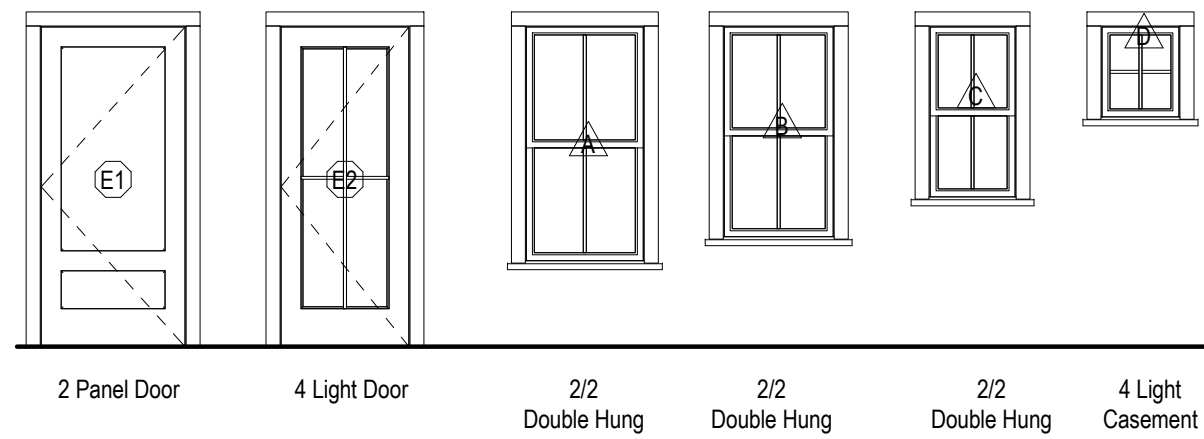
Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	2,890 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 1,445 s.f.
Existing G.C.:	
Proposed G.C.:	1,237 s.f.
Total Proposed G.C.:	1,237 s.f.

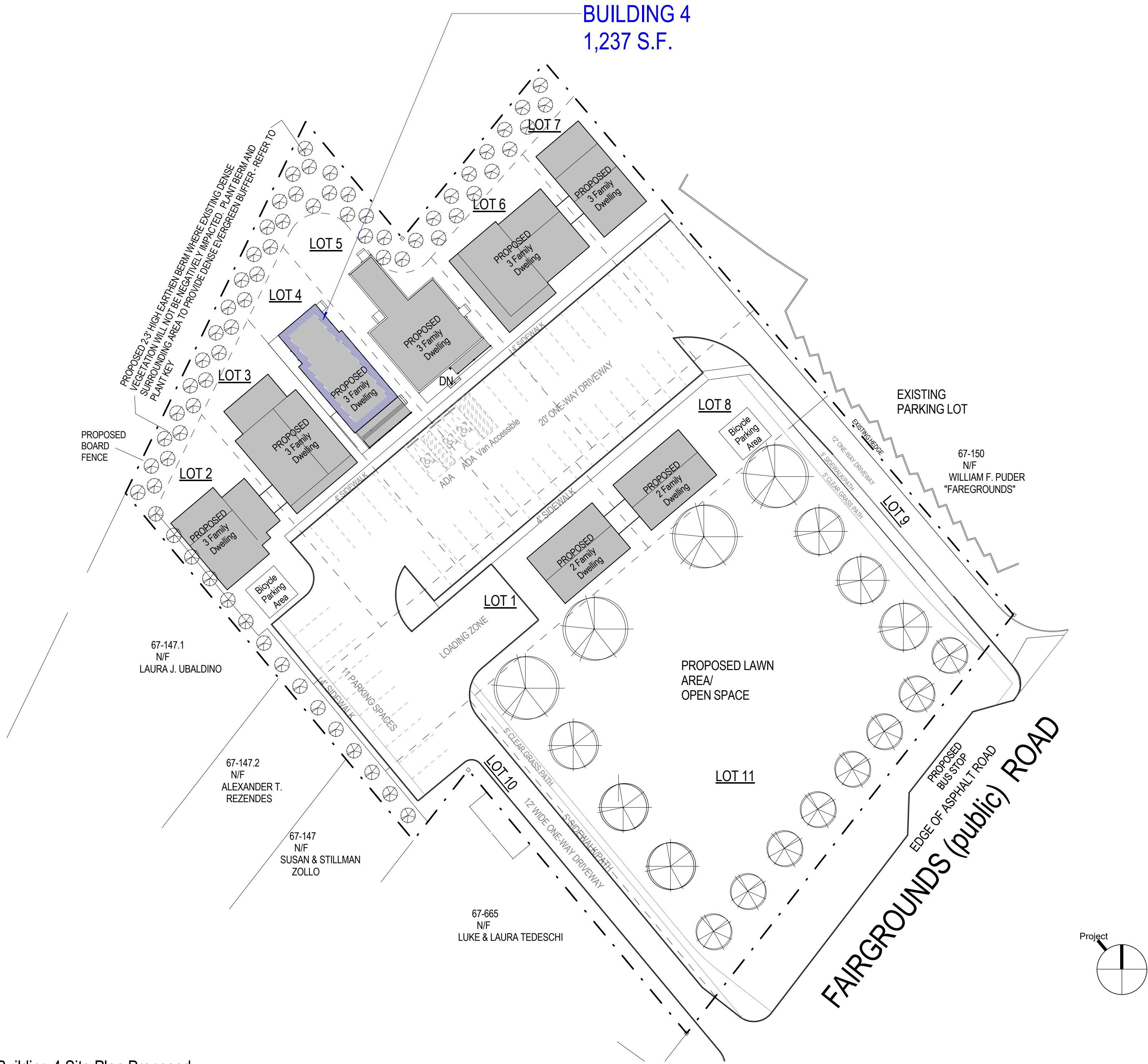
Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.



1 Locus Map.
12" = 1'-0"



2 Window & Door Schedule.
1/4" = 1'-0"



3 Building 4 Site Plan Proposed
1" = 30'-0"

Revisions

THESE DRAWINGS AND THE DESIGNS THEY ILLUSTRATE ARE THE SOLE PROPERTY OF EMERITUS DEVELOPMENT LTD. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF EMERITUS DEVELOPMENT LTD.

DRAWINGS THAT ARE NOT CLEARLY LABELED FOR CONSTRUCTION SHOULD NOT BE USED FOR CONSTRUCTION OR FOR PURCHASING WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PRINCIPAL OR THE DESIGNATED PROJECT MANAGER.

G.101a
2114

09.20.21

HDC SUBMISSION

BUILDING 4

BUILDING 5



1 First Floor Layout, Building 44
1/4" = 1'-0"

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554



FIRST FLOOR PLAN
BUILDING 4

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	2,890 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 1,445 s.f.
Existing G.C.:	
Proposed G.C.:	1,237 s.f.
Total Proposed G.C.:	1,237 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

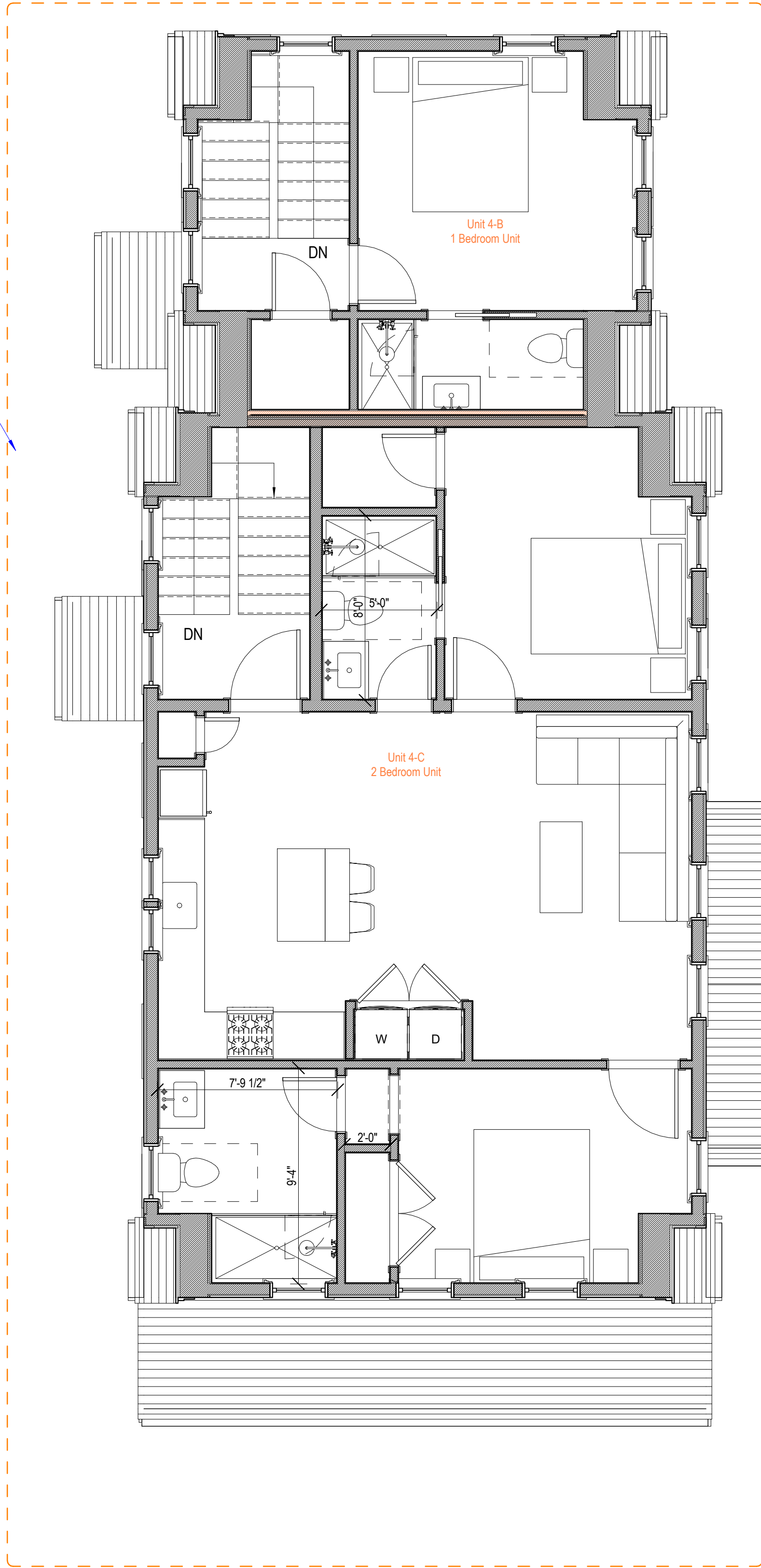
Revisions

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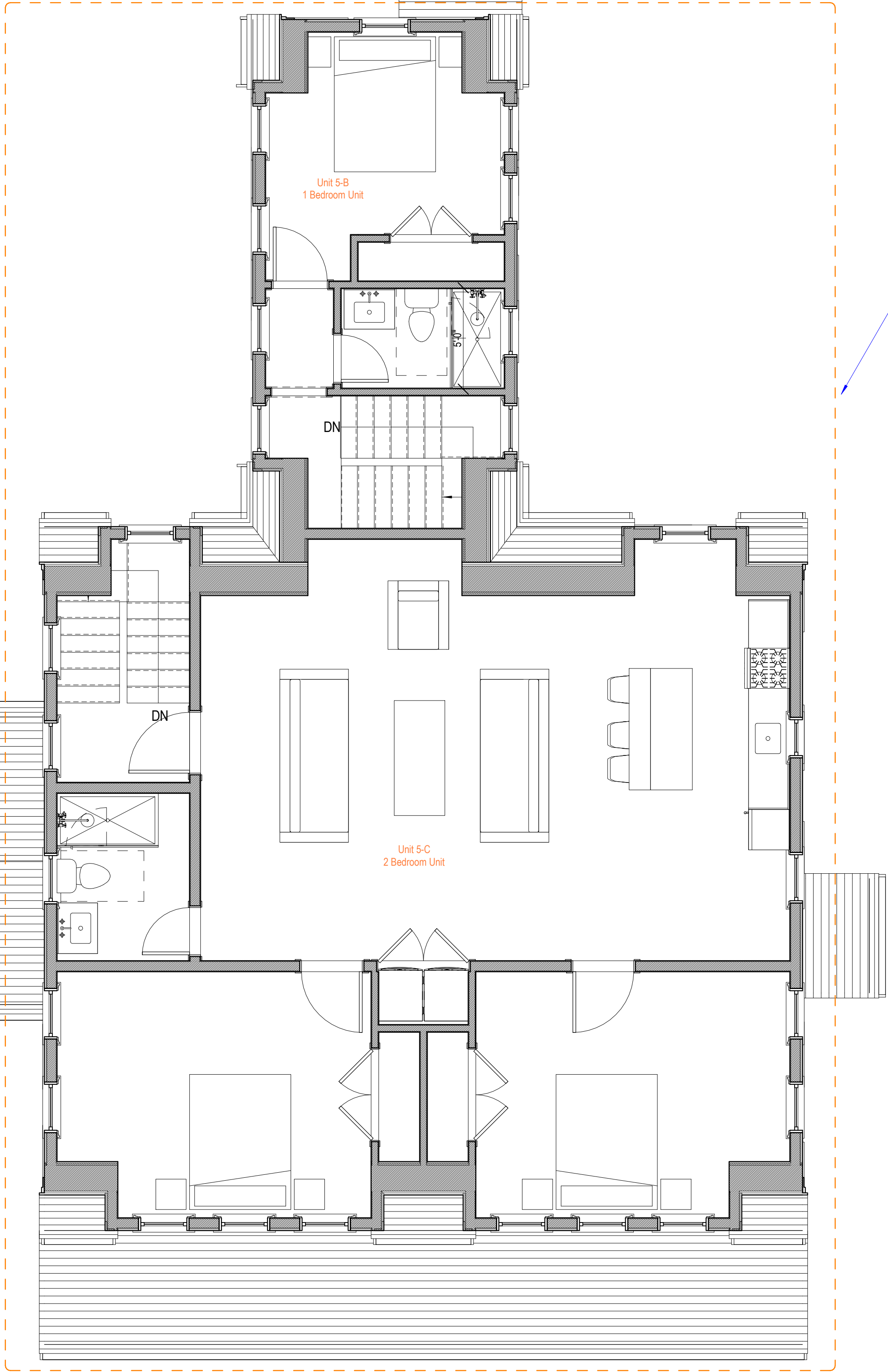
DRAWINGS THAT ARE NOT CLEARLY LABELED "FOR CONSTRUCTION" SHOULD NOT BE USED FOR CONSTRUCTION OR FOR PURCHASING WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PRINCIPAL OR THE DESIGNATED PROJECT MANAGER.

A.101a
2114

BUILDING 4



BUILDING 5



1 Second Floor Layout, Building 44
1/4" = 1'-0"

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554



SECOND FLOOR PLAN
BUILDING 4

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	2,890 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 1,445 s.f.
Existing G.C.:	
Proposed G.C.:	1,237 s.f.
Total Proposed G.C.:	1,237 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

Revisions

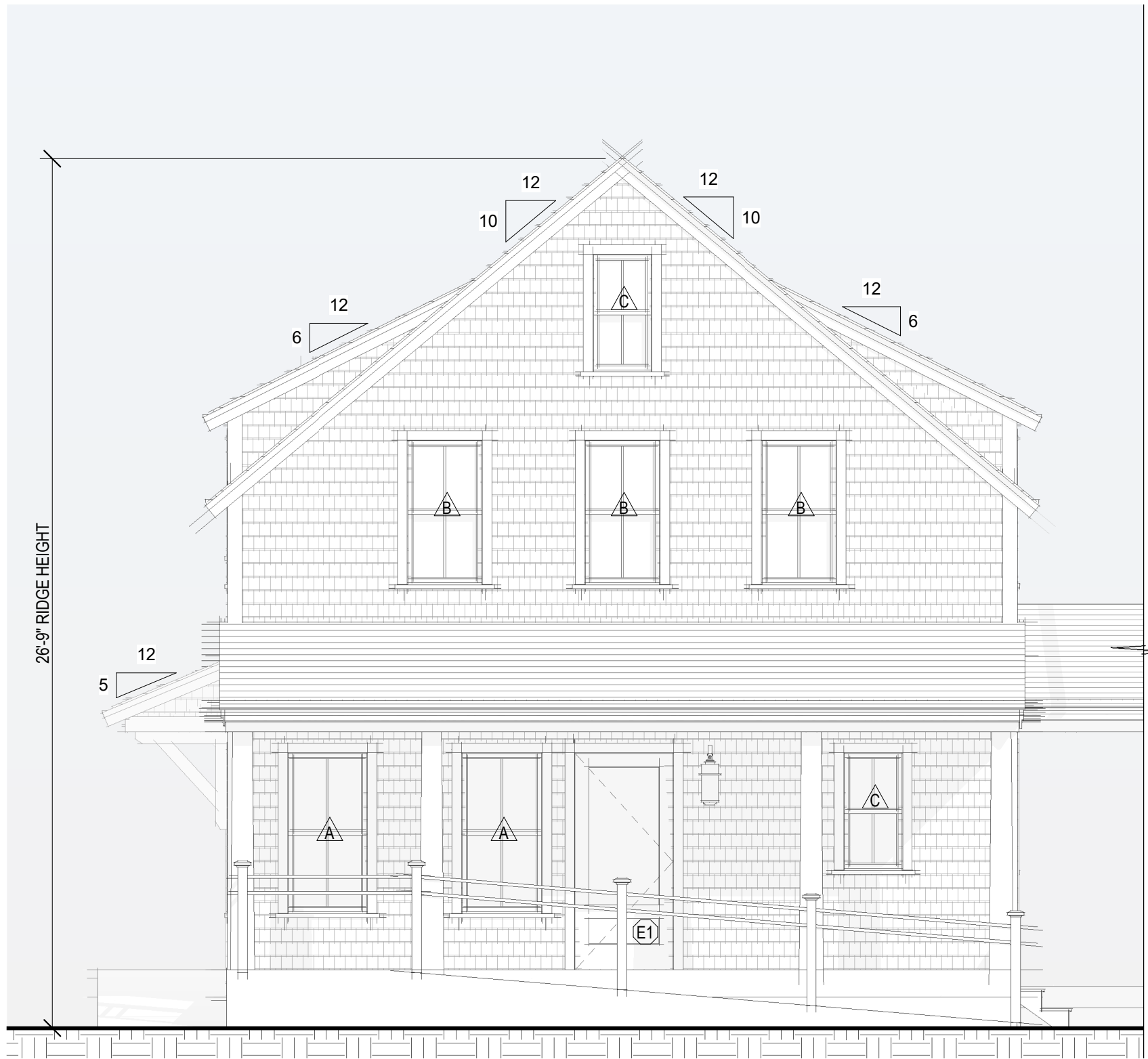
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A.102a
2114

09.20.21

HDC SUBMISSION



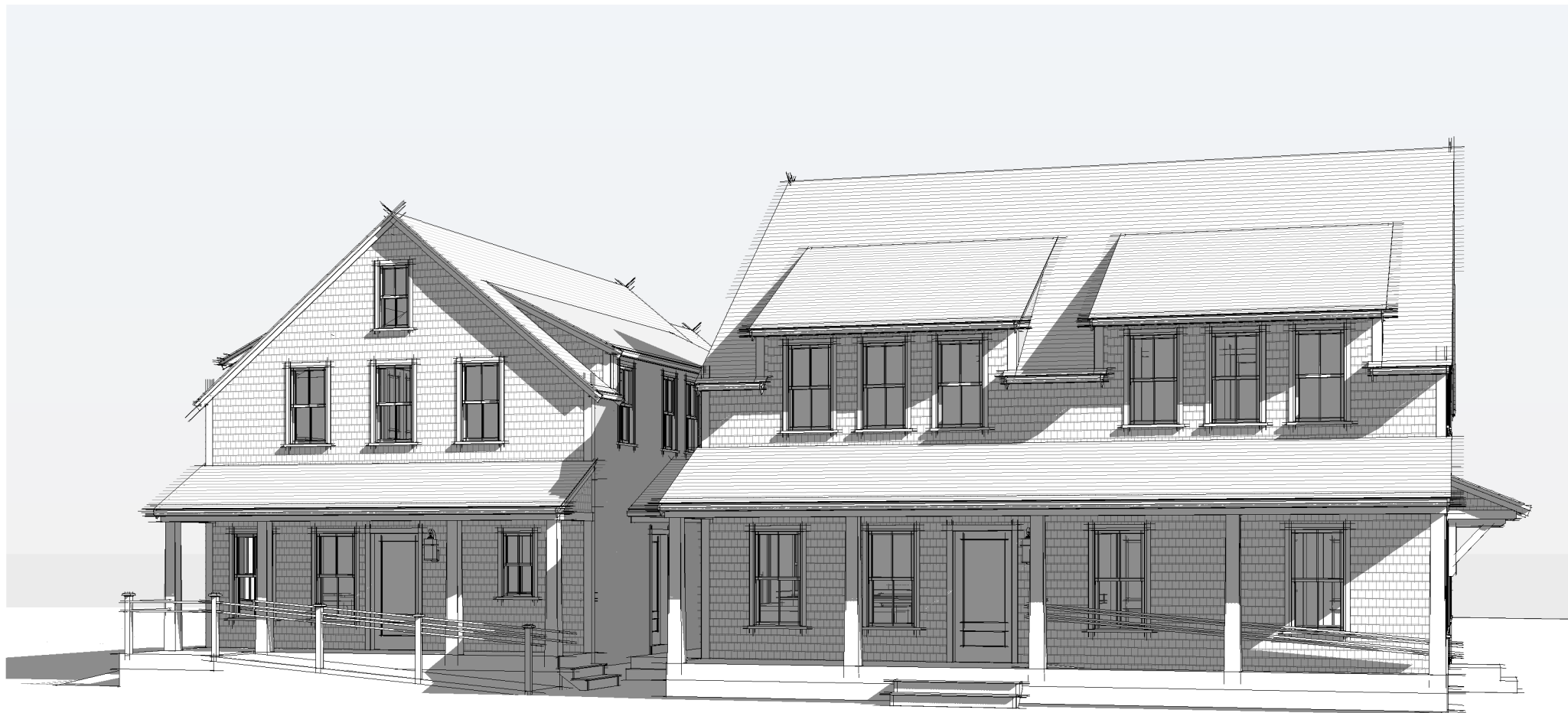
1 Building 4 South Elevation
1/4" = 1'-0"



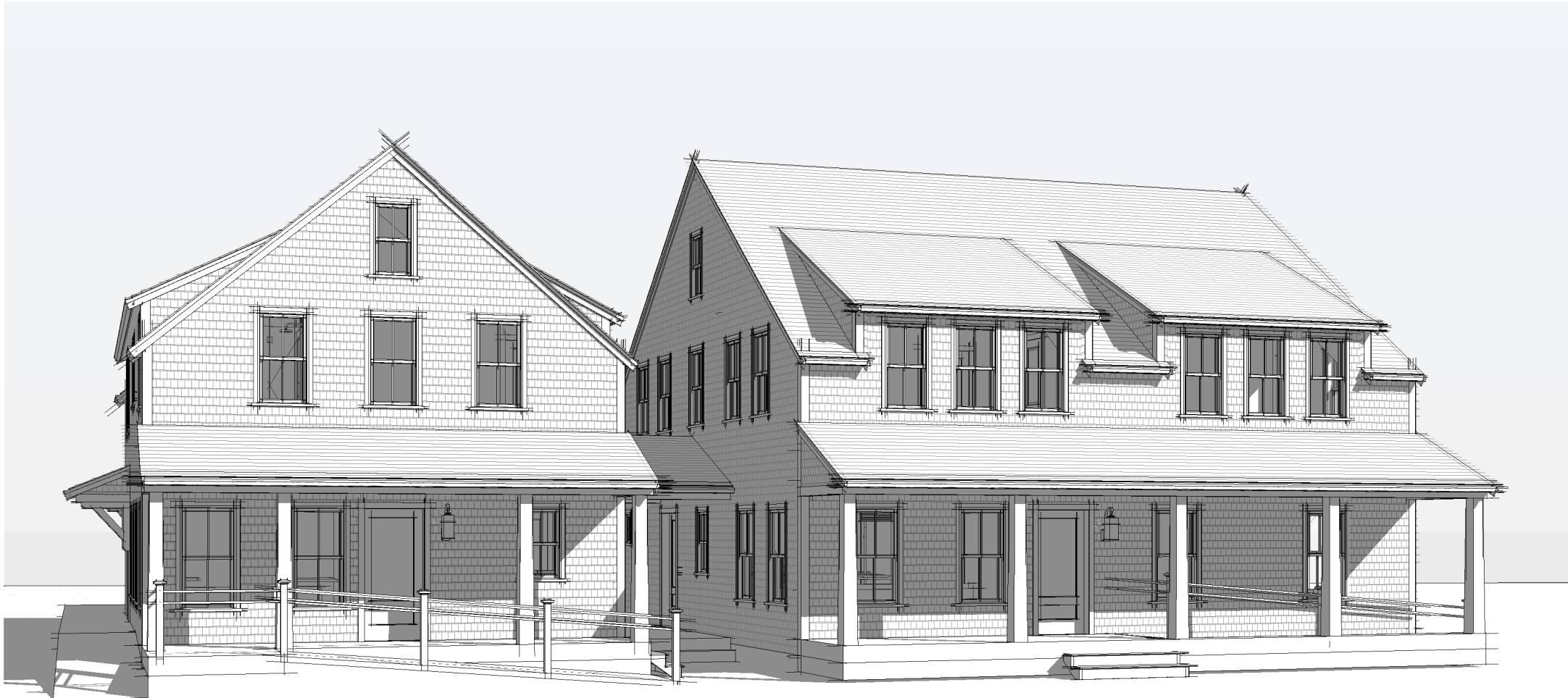
2 Building 4 East Elevation
1/4" = 1'-0"



Building 4 & 5 South Elevation Combined
1/8" = 1'-0"



Building 4 & 5 Perspective View South - East



Building 4 & 5 Perspective View South - West

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 4

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	2,890 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 1,445 s.f.
Existing G.C.:	
Proposed G.C.:	1,237 s.f.
Total Proposed G.C.:	1,237 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

A.202c	Unnamed
SK.1	Bld 4 1st Floor Plan
SK.2	Bld 5 1st Floor Plan
SK.3	Bld 4 2nd Floor Plan
SK.4	Bld 5 2nd Floor Plan
V.1.1	AAB Variance Application
V.1.2	Partial Site Plan
V.1.3	Satellite Images
V.1.4	1st Floor, Building 4 & 5
V.1.5	2nd Floor, Building 4 & 5
G.101a	COVER PAGE, BUILDING 4
A.101a	FIRST FLOOR PLAN, BUILDING 4
A.102a	SECOND FLOOR PLAN, BUILDING 4
A.201a	EXTERIOR ELEVATIONS BUILDING 4
A.202a	EXTERIOR ELEVATIONS BUILDING 4
G.101b	COVER PAGE, BUILDING 5
A.201b	EXTERIOR ELEVATIONS BUILDING 5
A.202b	EXTERIOR ELEVATIONS BUILDING 5
A.101b	FIRST FLOOR PLAN, BUILDING 5
A.102b	SECOND FLOOR PLAN, BUILDING 5

Revisions

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A.201a
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1 Building 4 North Elevation
1/4" = 1'-0"



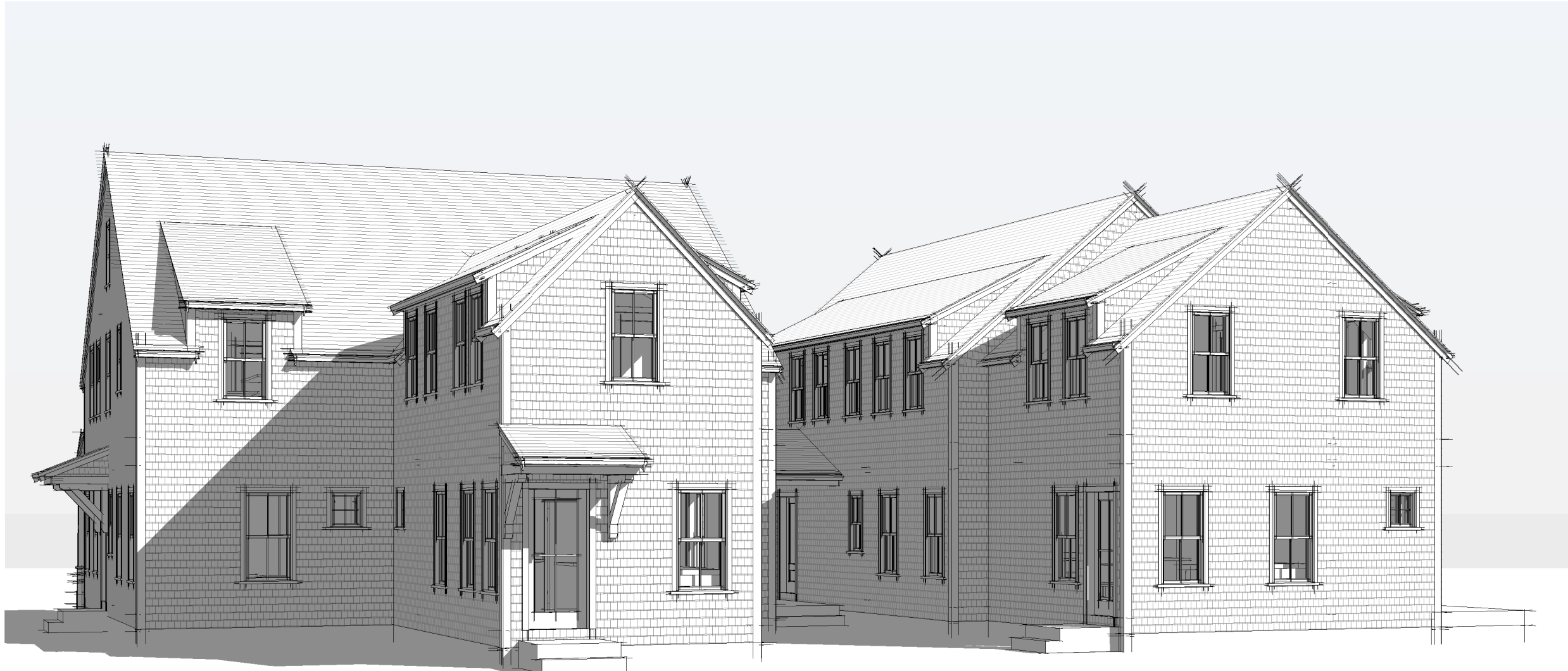
2 Building 4 West Elevation
1/4" = 1'-0"



Building 4 & 5 North Elevation Combined
1/8" = 1'-0"



Building 4 & 5 Perspective View North - West



Building 4 & 5 Perspective View North - East

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 4

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	2,890 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 1,445 s.f.
Existing G.C.:	
Proposed G.C.:	1,237 s.f.
Total Proposed G.C.:	1,237 s.f.

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SHEET INDEX

- A.202c: Unnamed
- SK.1: Bld 4 1st Floor Plan
- SK.2: Bld 5 1st Floor Plan
- SK.3: Bld 4 2nd Floor Plan
- SK.4: Bld 5 2nd Floor Plan
- V.1.1: AAB Variance Application
- V.1.2: Partial Site Plan
- V.1.3: Satellite Images
- V.1.4: 1st Floor, Building 4 & 5
- V.1.5: 2nd Floor, Building 4 & 5
- G.101a: COVER PAGE, BUILDING 4
- A.101a: FIRST FLOOR PLAN, BUILDING 4
- A.102a: SECOND FLOOR PLAN, BUILDING 4
- A.201a: EXTERIOR ELEVATIONS BUILDING 4
- A.202a: EXTERIOR ELEVATIONS BUILDING 4
- G.101b: COVER PAGE, BUILDING 5
- A.201b: EXTERIOR ELEVATIONS BUILDING 5
- A.202b: EXTERIOR ELEVATIONS BUILDING 5
- A.101b: FIRST FLOOR PLAN, BUILDING 5
- A.102b: SECOND FLOOR PLAN, BUILDING 5

Revisions

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A.202a
2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 5
Nantucket, MA 02554

2114
HOUSING NANTUCKET

31 Fairgrounds Rd, Building 5
Nantucket, MA 02554



COVER PAGE,
BUILDING 5

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	3,896 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 1,948 s.f.
Existing G.C.:	
Proposed G.C.:	1,602 s.f.
Total Proposed G.C.:	1,602 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

A.202c	Unnamed
SK.1	Bld 4 1st Floor Plan
SK.2	Bld 5 1st Floor Plan
SK.3	Bld 4 2nd Floor Plan
SK.4	Bld 5 2nd Floor Plan
V.1.1	AAB Variance Application
V.1.2	Partial Site Plan
V.1.3	Satellite Images
V.1.4	1st Floor, Building 4 & 5
V.1.5	2nd Floor, Building 4 & 5
G.101a	COVER PAGE, BUILDING 4
A.101a	FIRST FLOOR PLAN, BUILDING 4
A.102a	SECOND FLOOR PLAN, BUILDING 4
A.201a	EXTERIOR ELEVATIONS BUILDING 4
A.202a	EXTERIOR ELEVATIONS BUILDING 4
G.101b	COVER PAGE, BUILDING 5
A.201b	EXTERIOR ELEVATIONS BUILDING 5
A.202b	EXTERIOR ELEVATIONS BUILDING 5
A.101b	FIRST FLOOR PLAN, BUILDING 5
A.102b	SECOND FLOOR PLAN, BUILDING 5

Revisions

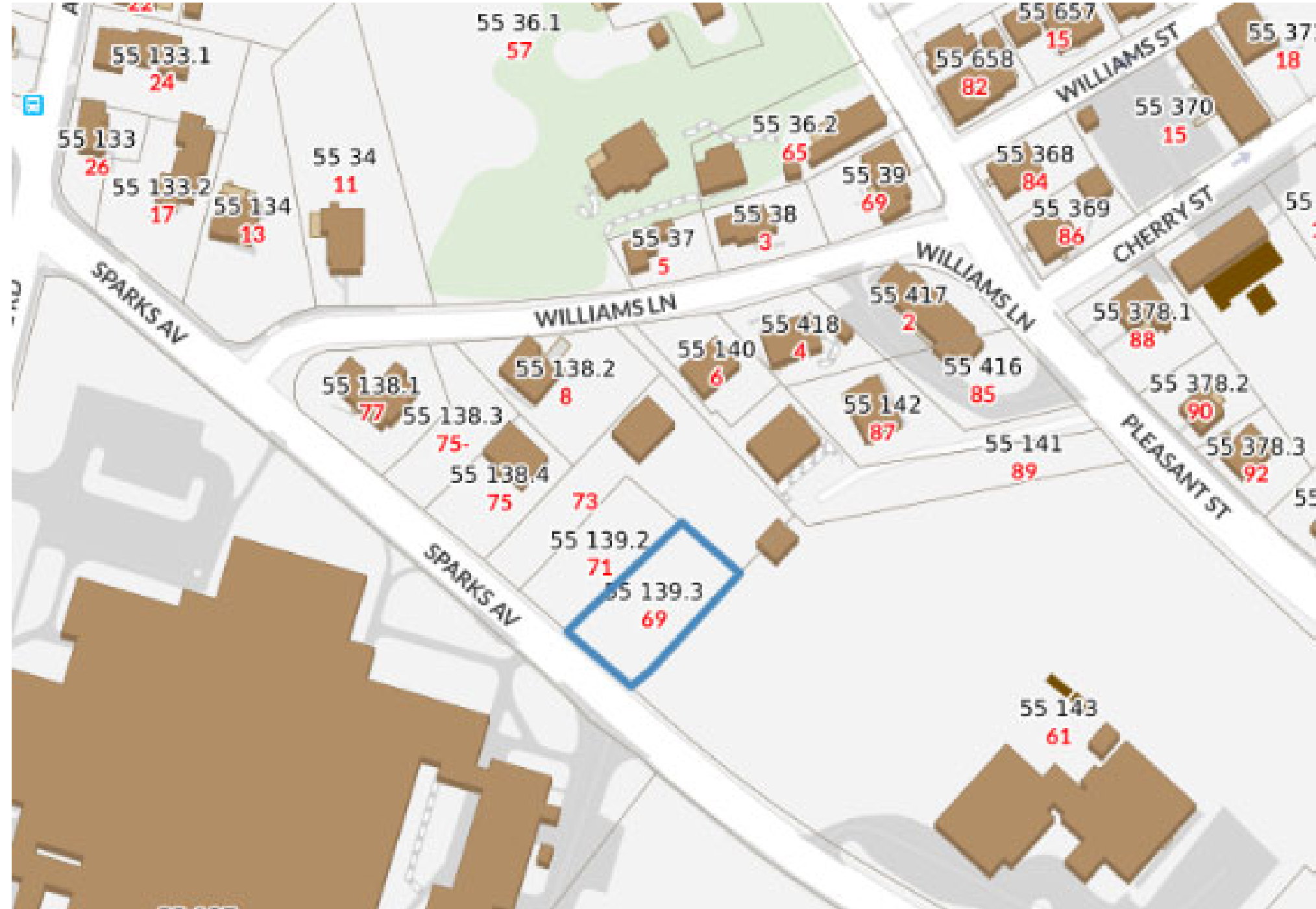
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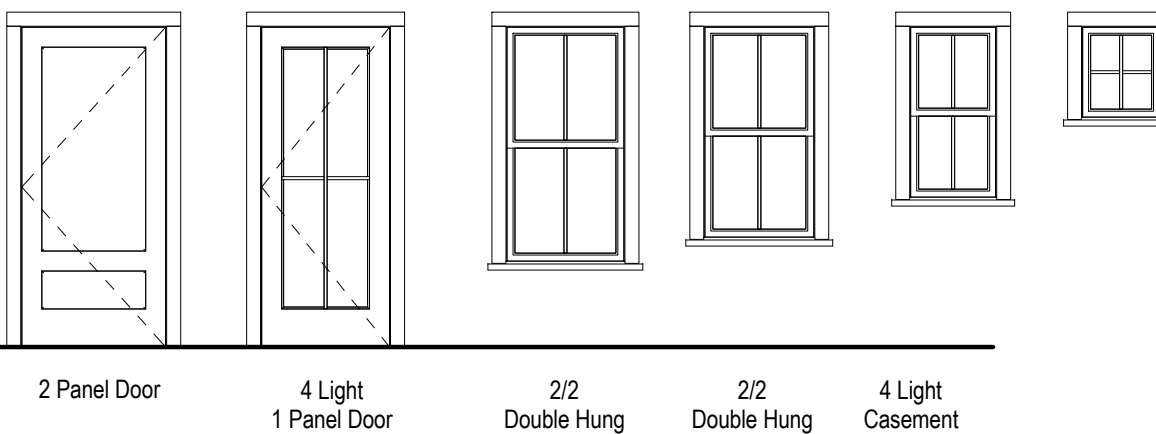
G.101b
2114

09.20.21

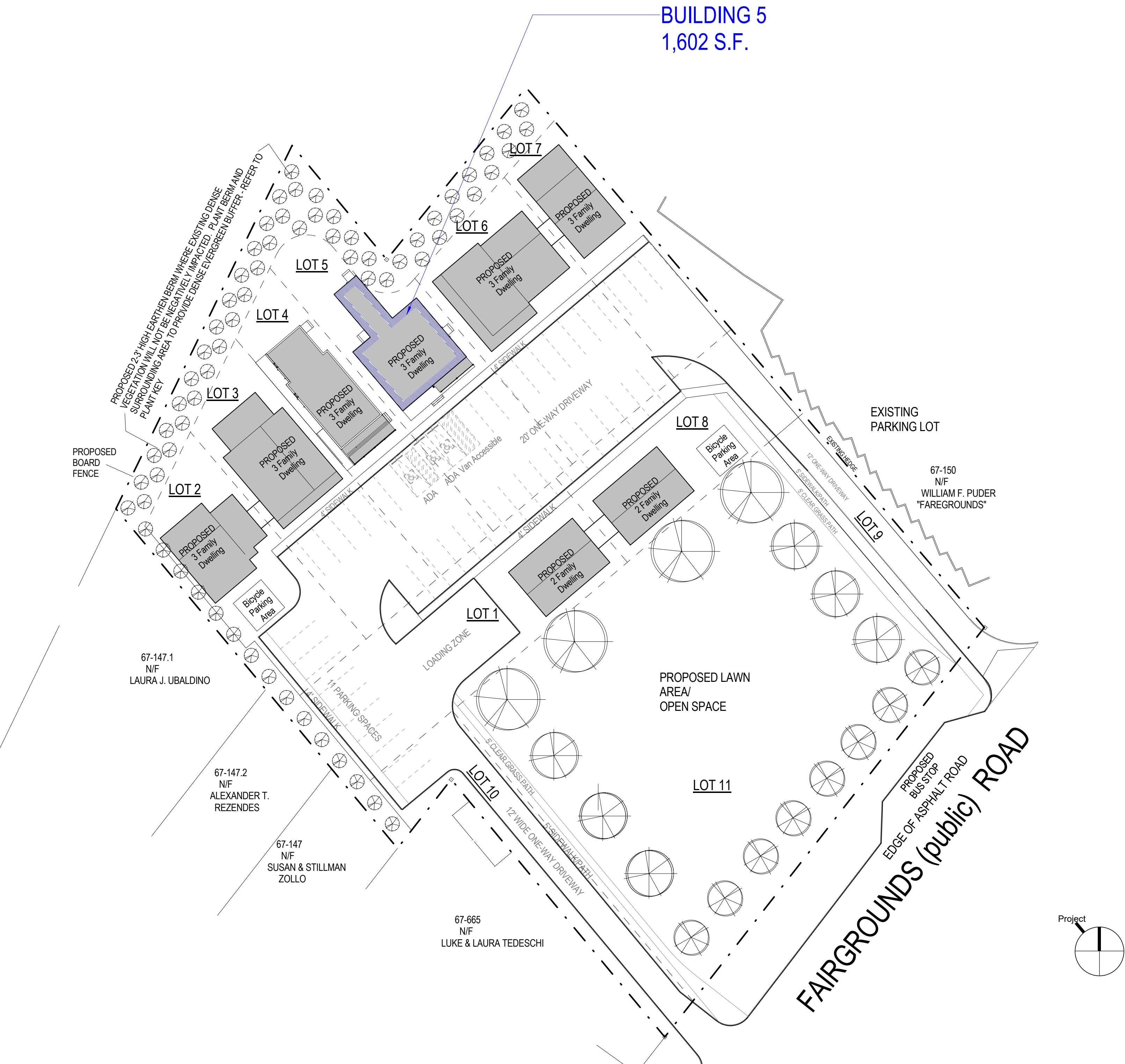
HDC SUBMISSION



1 Locus Map
1/2" = 1'-0"



2 Window & Door Schedule
1/4" = 1'-0"



3 Building 5 Site Plan Proposed
1" = 30'-0"

09.20.21

HDC SUBMISSION

BUILDING 4

BUILDING 5



1 First Floor Layout, Building 5
1/4" = 1'-0"

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 5
Nantucket, MA 02554



FIRST FLOOR PLAN, BUILDING 5

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	3,896 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 1,948 s.f.
Existing G.C.:	
Proposed G.C.:	1,602 s.f.
Total Proposed G.C.:	1,602 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

A.202c	Unnamed
SK.1	Bld 4 1st Floor Plan
SK.2	Bld 5 1st Floor Plan
SK.3	Bld 4 2nd Floor Plan
SK.4	Bld 5 2nd Floor Plan
V.1.1	AAB Variance Application
V.1.2	Partial Site Plan
V.1.3	Satellite Images
V.1.4	1st Floor, Building 4 & 5
V.1.5	2nd Floor, Building 4 & 5
G.101a	COVER PAGE, BUILDING 4
A.101a	FIRST FLOOR PLAN, BUILDING 4
A.102a	SECOND FLOOR PLAN, BUILDING 4
A.201a	EXTERIOR ELEVATIONS BUILDING 4
A.202a	EXTERIOR ELEVATIONS BUILDING 4
G.101b	COVER PAGE, BUILDING 5
A.201b	EXTERIOR ELEVATIONS BUILDING 5
A.202b	EXTERIOR ELEVATIONS BUILDING 5
A.101b	FIRST FLOOR PLAN, BUILDING 5
A.102b	SECOND FLOOR PLAN, BUILDING 5

Revisions

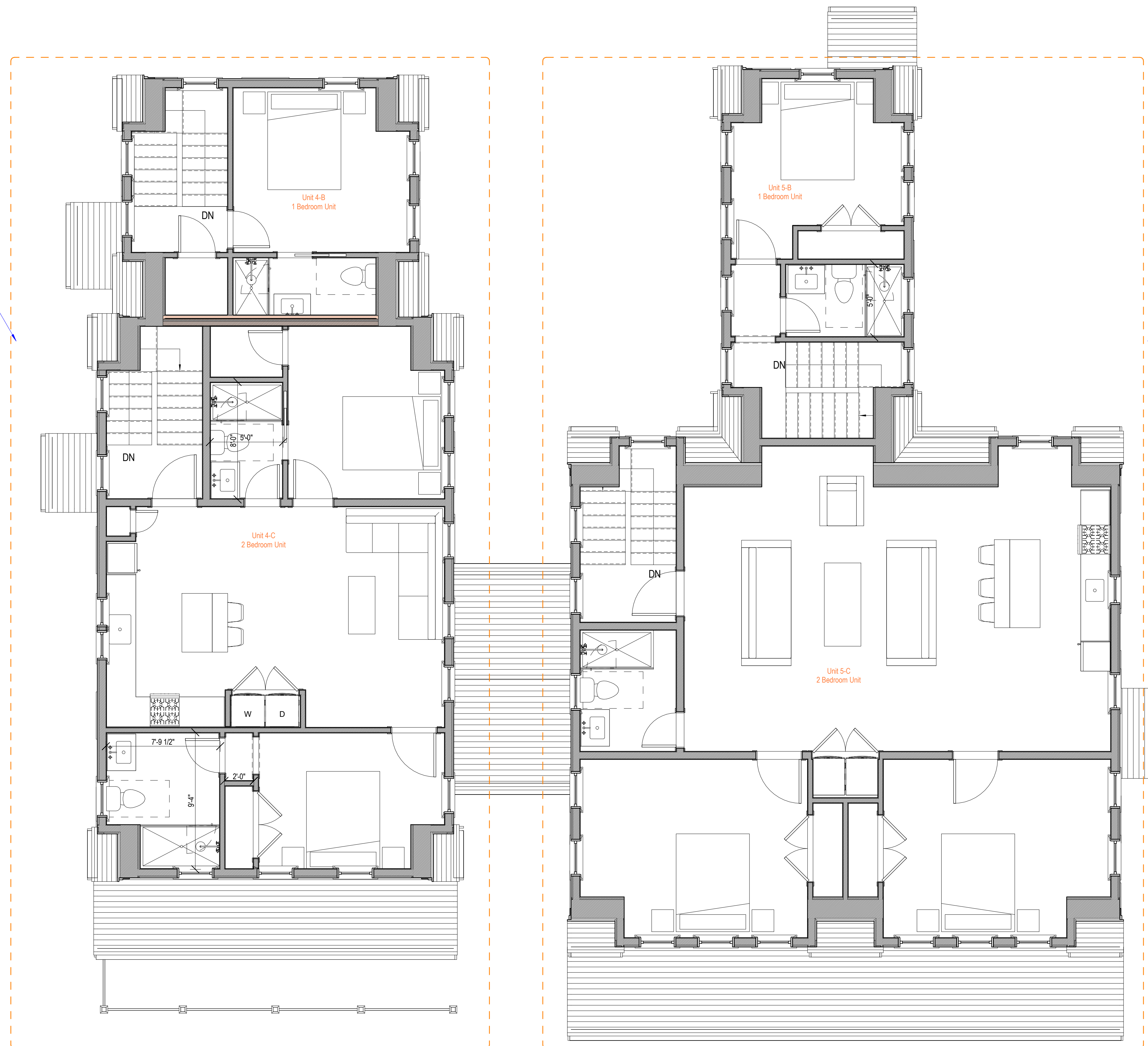
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A.101b
2114

HDC SUBMISSION

BUILDING 5



1 Second Floor Layout, Building 5

1/4" = 1'-0"

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 5
Nantucket, MA 02554



**SECOND FLOOR PLAN,
BUILDING 5**

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	3,896 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 1,948 s.f.
Existing G.C.:	
Proposed G.C.:	1,602 s.f.
Total Proposed G.C.:	1,602 s.f.

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SHEET INDEX

A.202c: Unnamed
 SK.1 Bld 4 1st Floor Plan
 SK.2 Bld 5 1st Floor Plan
 SK.3 Bld 4 2nd Floor Plan
 SK.4 Bld 5 2nd Floor Plan
 V.1.1 AAB Variance Application
 V.1.2 Partial Site Plan
 V.1.3 Satellite Images
 V.1.4 1st Floor, Building 4 & 5
 V.1.5 2nd Floor, Building 4 & 5
 G.101a COVER PAGE, BUILDING 4
 A.101a FIRST FLOOR PLAN, BUILDING 4
 A.102a SECOND FLOOR PLAN, BUILDING 4
 A.201a EXTERIOR ELEVATIONS BUILDING 4
 A.202a EXTERIOR ELEVATIONS BUILDING 4
 G.101b COVER PAGE, BUILDING 5
 A.201b EXTERIOR ELEVATIONS BUILDING 5
 A.202b EXTERIOR ELEVATIONS BUILDING 5
 A.101b FIRST FLOOR PLAN, BUILDING 5
 A.102b SECOND FLOOR PLAN, BUILDING 5

Revisions

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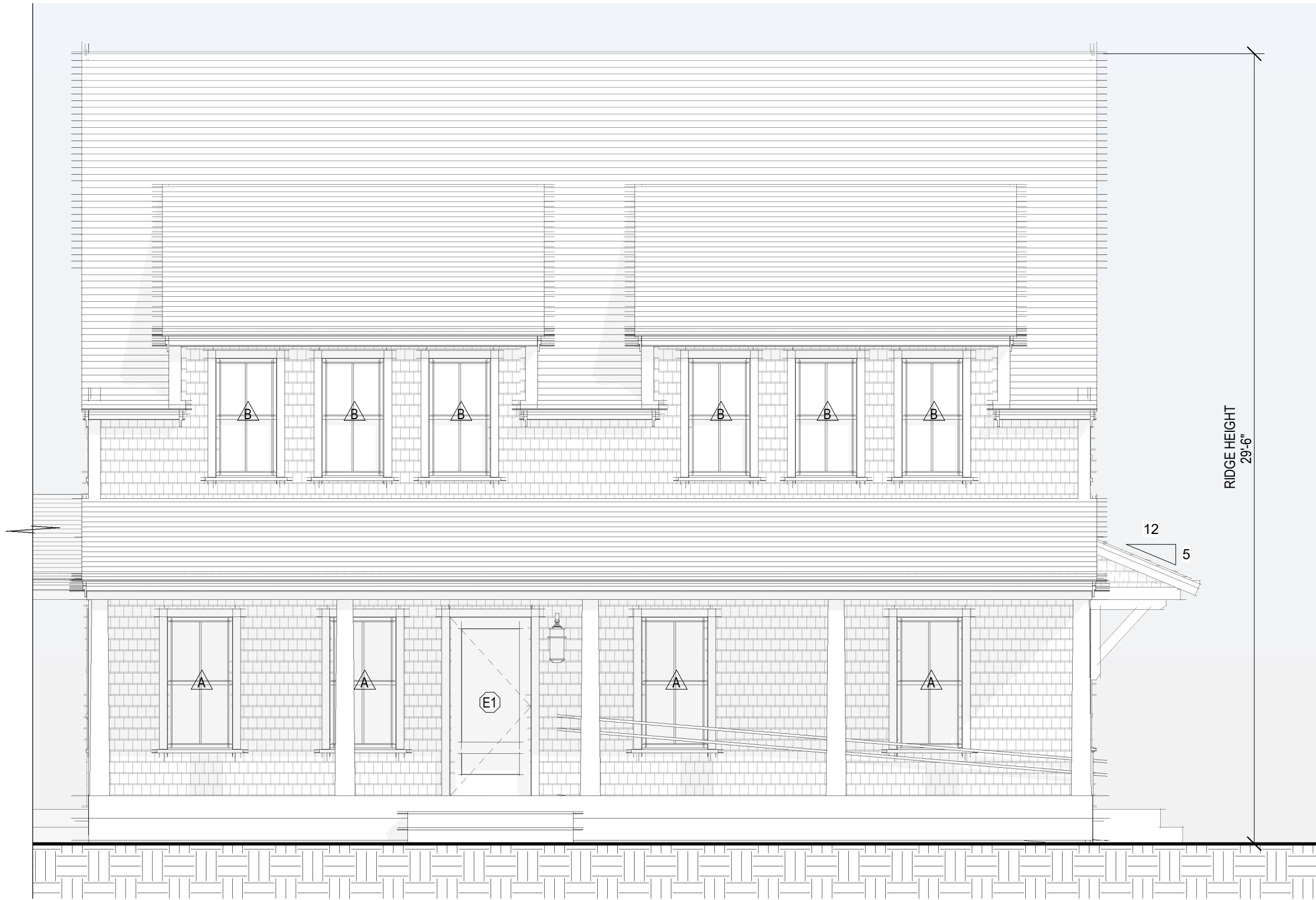
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CONSENT OF THE PRINCIPAL OR THE
DESIGNATED PROJECT MANAGER

A.102b

2114

09.20.21

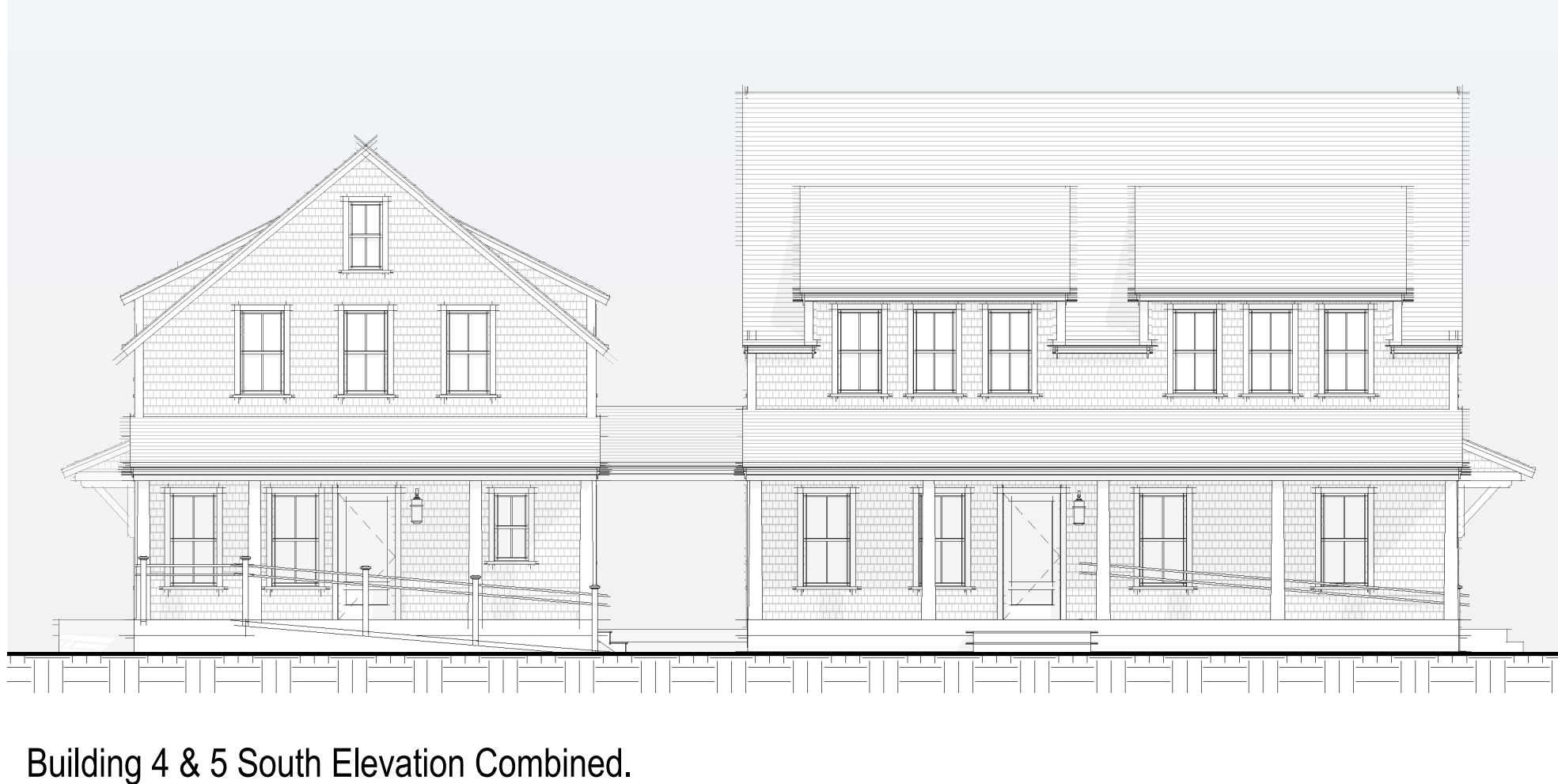
HDC SUBMISSION



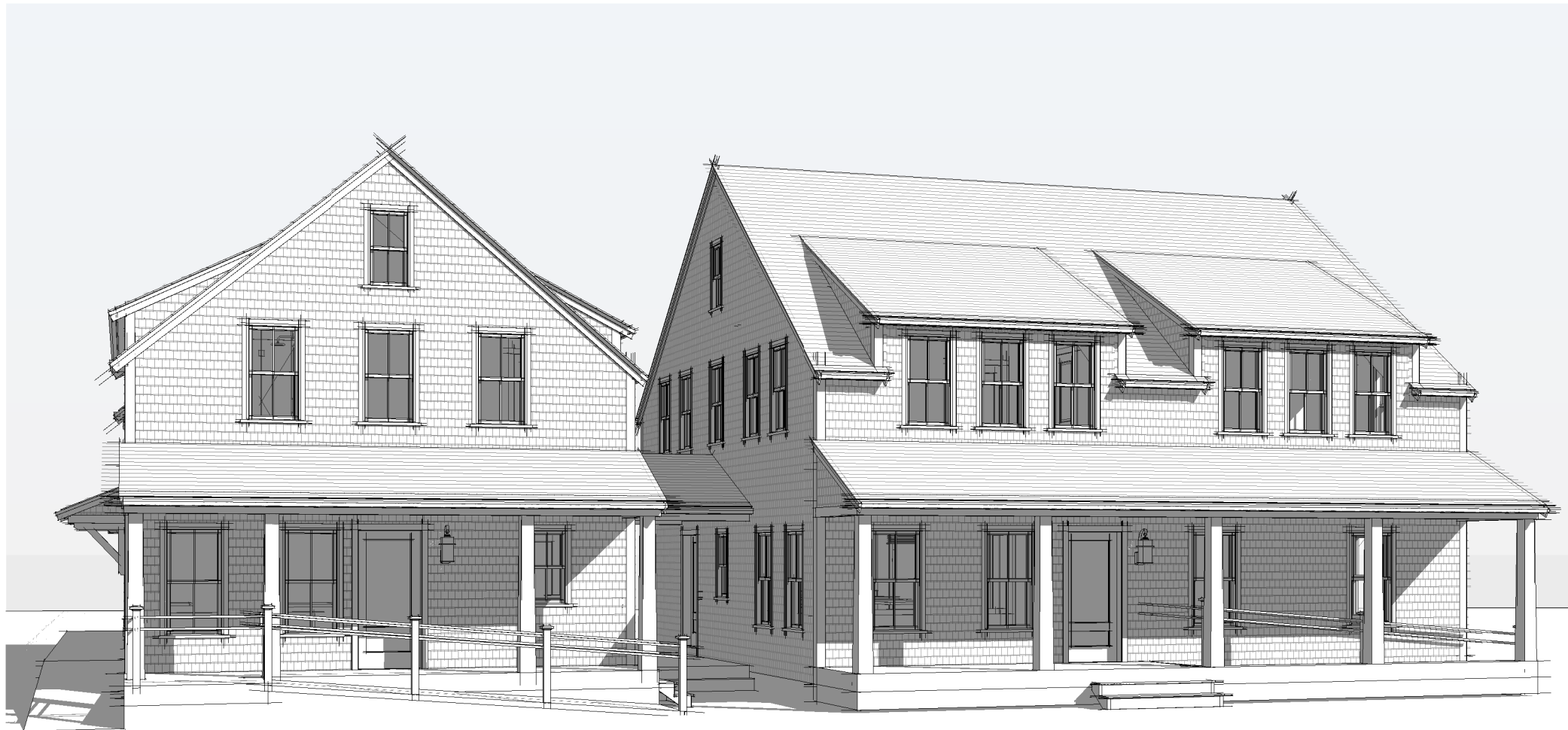
1 Building 5 South Elevation
1/4" = 1'-0"



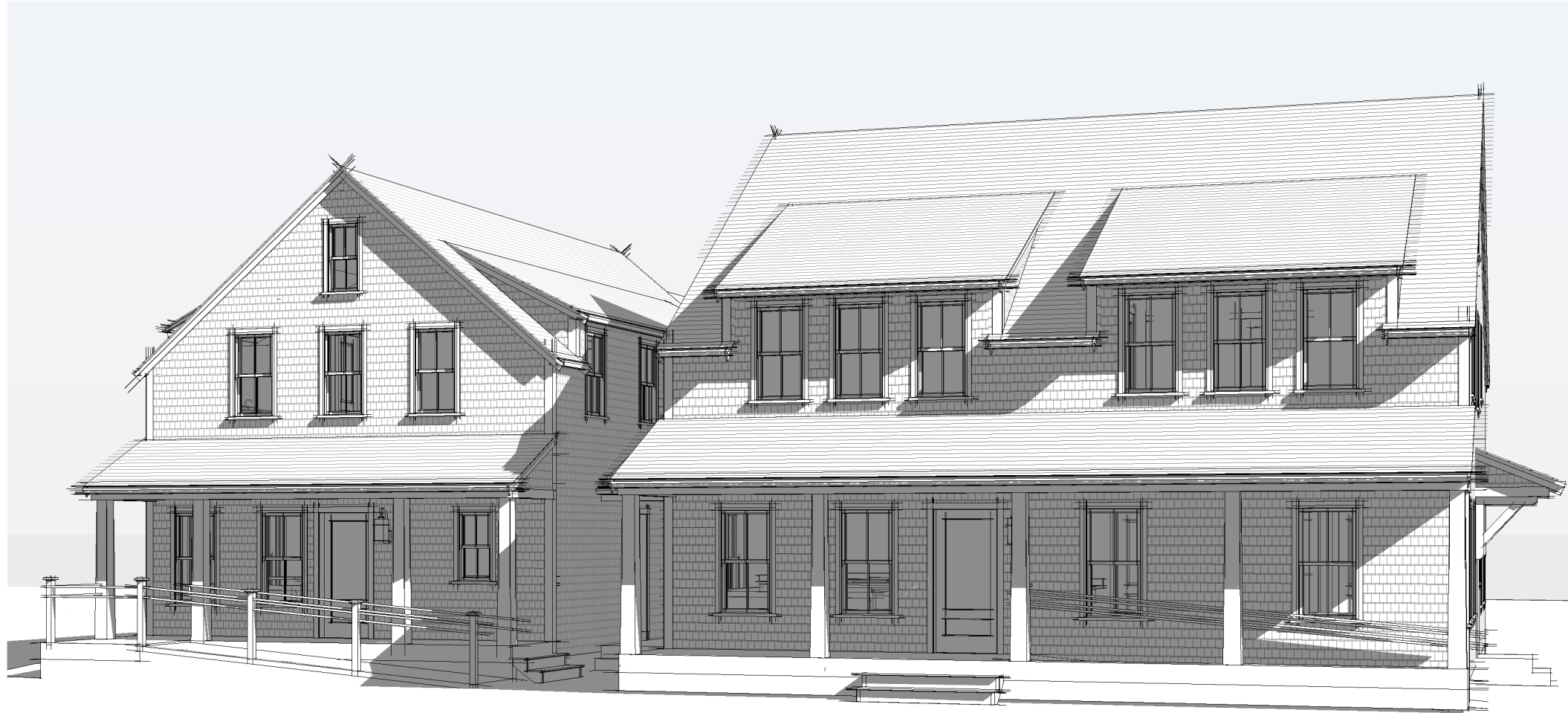
2 Building 5 East Elevation
1/4" = 1'-0"



Building 4 & 5 South Elevation Combined.
1/8" = 1'-0"



Building 4 & 5 Perspective View South - West.



Building 4 & 5 Perspective View South - East.

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 5
Nantucket, MA 02554



EXTERIOR ELEVATIONS BUILDING 5

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	3,896 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 1,948 s.f.
Existing G.C.:	
Proposed G.C.:	1,602 s.f.
Total Proposed G.C.:	1,602 s.f.

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A.202c	Unnamed
SK.1	Bld 4 1st Floor Plan
SK.2	Bld 5 1st Floor Plan
SK.3	Bld 4 2nd Floor Plan
SK.4	Bld 5 2nd Floor Plan
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V.1.2	Partial Site Plan
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A.102a	SECOND FLOOR PLAN, BUILDING 4
A.201a	EXTERIOR ELEVATIONS BUILDING 4
A.202a	EXTERIOR ELEVATIONS BUILDING 4
G.101b	COVER PAGE, BUILDING 5
A.201b	EXTERIOR ELEVATIONS BUILDING 5
A.202b	EXTERIOR ELEVATIONS BUILDING 5
A.101b	FIRST FLOOR PLAN, BUILDING 5
A.102b	SECOND FLOOR PLAN, BUILDING 5

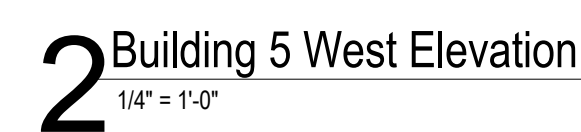
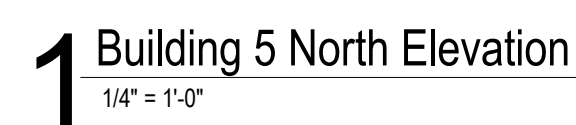
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A.201b
2114

HDC SUBMISSION



31 Fairgrounds Rd, Building 5
Nantucket, MA 02554



EXTERIOR ELEVATIONS BUILDING 5

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	3,896 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 1,948 s.f.
Existing G.C.:	
Proposed G.C.:	1,602 s.f.
Total Proposed G.C.:	1,602 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

A.202c Unnamed

SK.1 Bid 4 1st Floor Plan

SK.2 Bid 5 1st Floor Plan

SK.3 Bid 4 2nd Floor Plan

SK.4 Bid 5 2nd Floor Plan

V.1.1 AAB Variance Application

V.1.2 Partial Site Plan

V.1.3 Satellite Images

V.1.4 1st Floor, Building 4 & 5

V.1.5 2nd Floor, Building 4 & 5

G.101a COVER PAGE, BUILDING 4

A.101a FIRST FLOOR PLAN, BUILDING 4

A.102a SECOND FLOOR PLAN, BUILDING 4

A.201a EXTERIOR ELEVATIONS BUILDING 4

A.202a EXTERIOR ELEVATIONS BUILDING 4

G.101b COVER PAGE, BUILDING 5

A.201b EXTERIOR ELEVATIONS BUILDING 5

A.202b EXTERIOR ELEVATIONS BUILDING 5

A.101b FIRST FLOOR PLAN, BUILDING 5

A.102b SECOND FLOOR PLAN, BUILDING 5

Revisions

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A.202b

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554

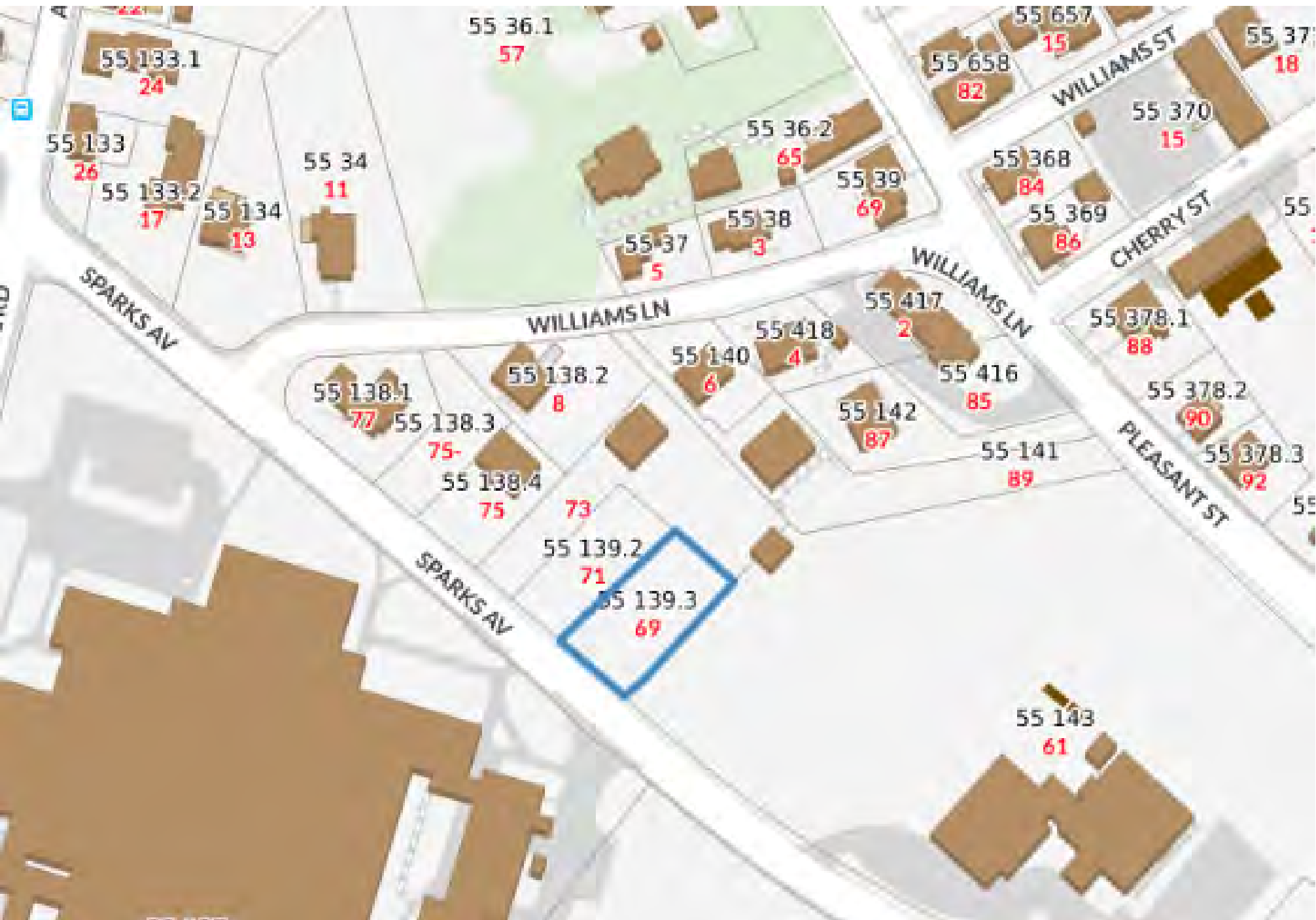


EXTERIOR ELEVATIONS BUILDING 6

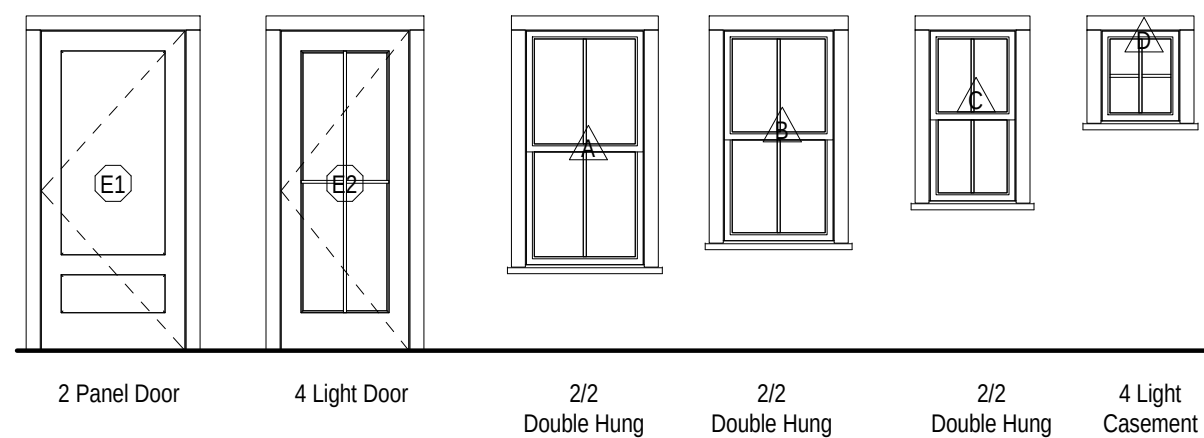
Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	6,779 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 3,390 s.f.
Existing G.C.:	
Proposed G.C.:	1,592 s.f.
Total Proposed G.C.:	1,592 s.f.

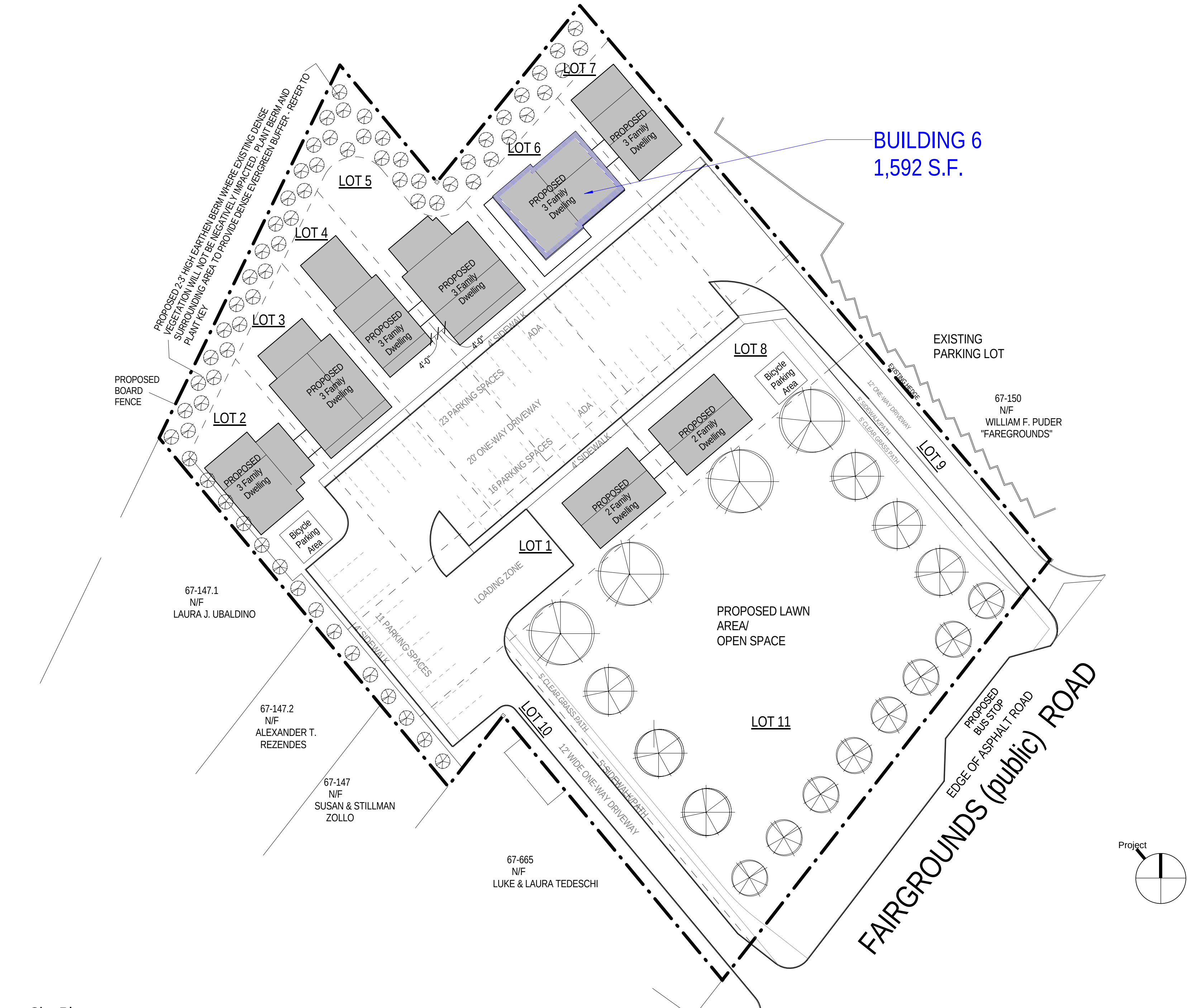
Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.



1 Locus Map.
12" = 1'-0"



2 Window & Door Schedule.
1/4" = 1'-0"



3 Site Plan.
1" = 30'-0"

07.12.21

HDC SUBMISSION

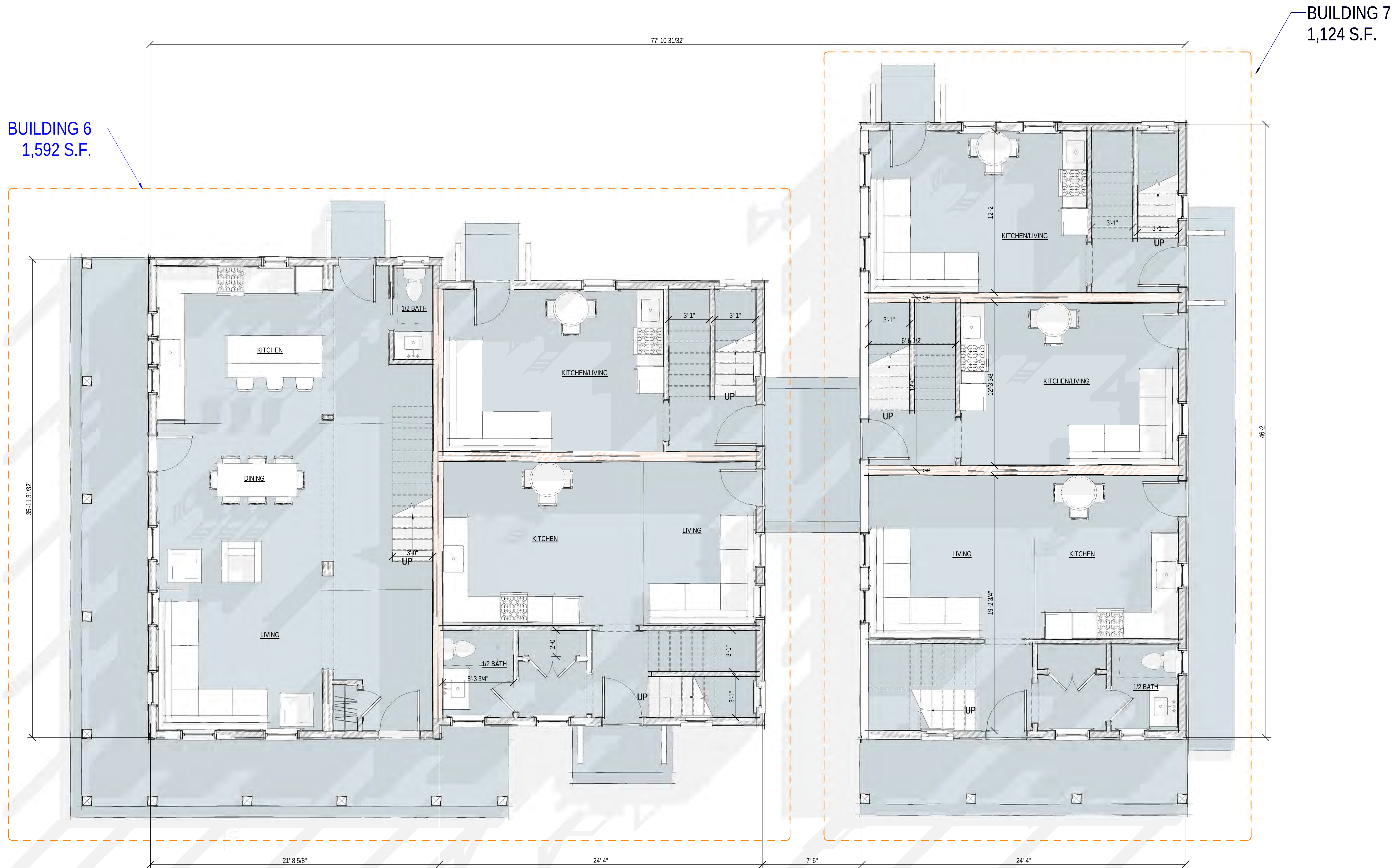
Revisions

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G.101a
2114

07.12.21

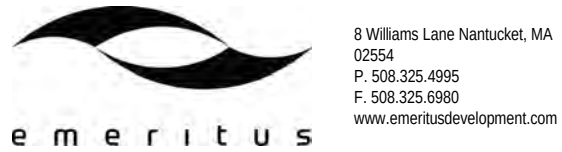
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1 First Floor Layout, Building 6
1/4" = 1'-0"

2114 HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554



FIRST FLOOR PLAN BUILDING 6

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	6,779 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 3,390 s.f.
Existing G.C.:	
Proposed G.C.:	1,592 s.f.
Total Proposed G.C.:	1,592 s.f.

Information for this site plan was taken from the Nantucket C.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

Revisions

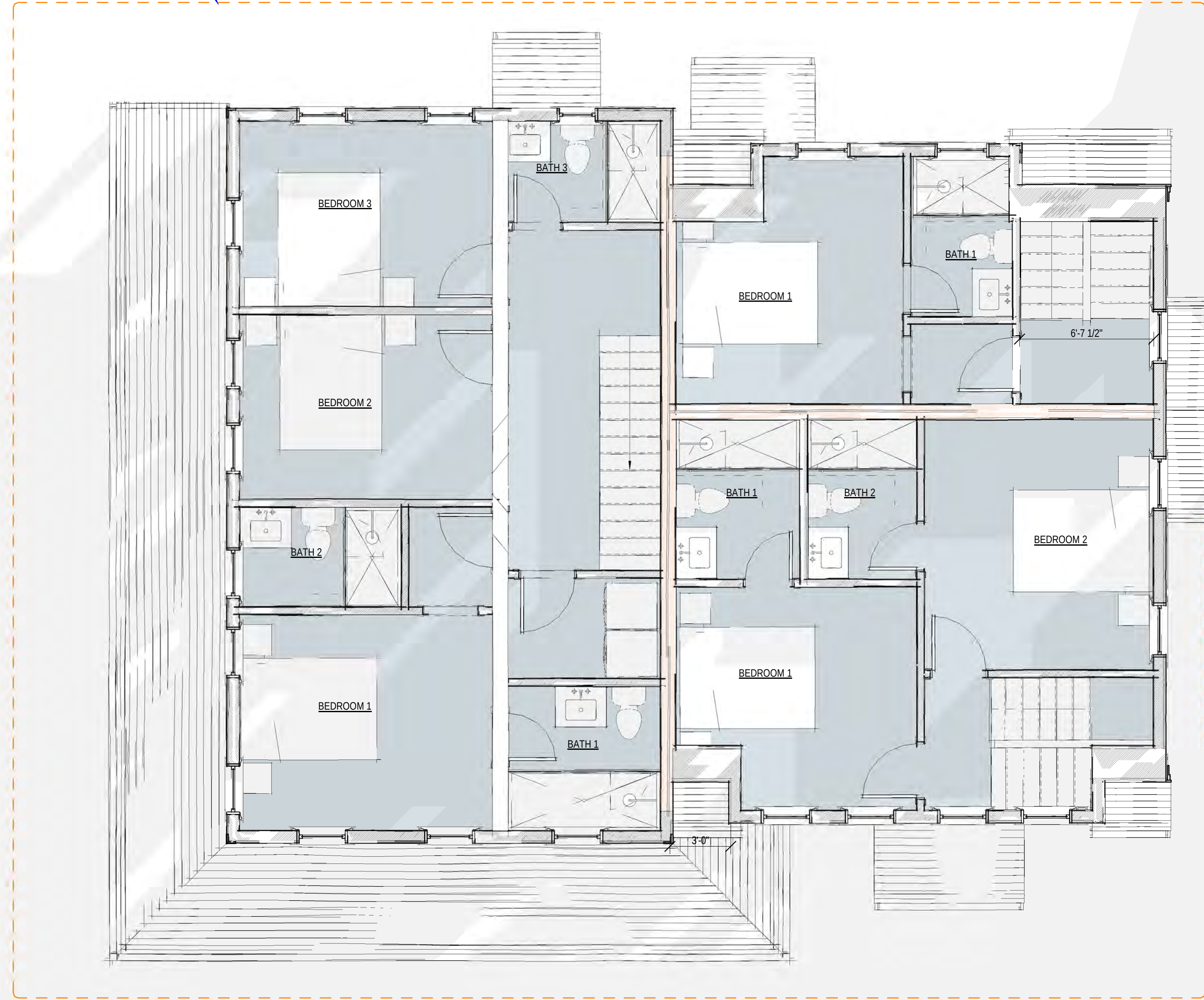
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A.101a
2114

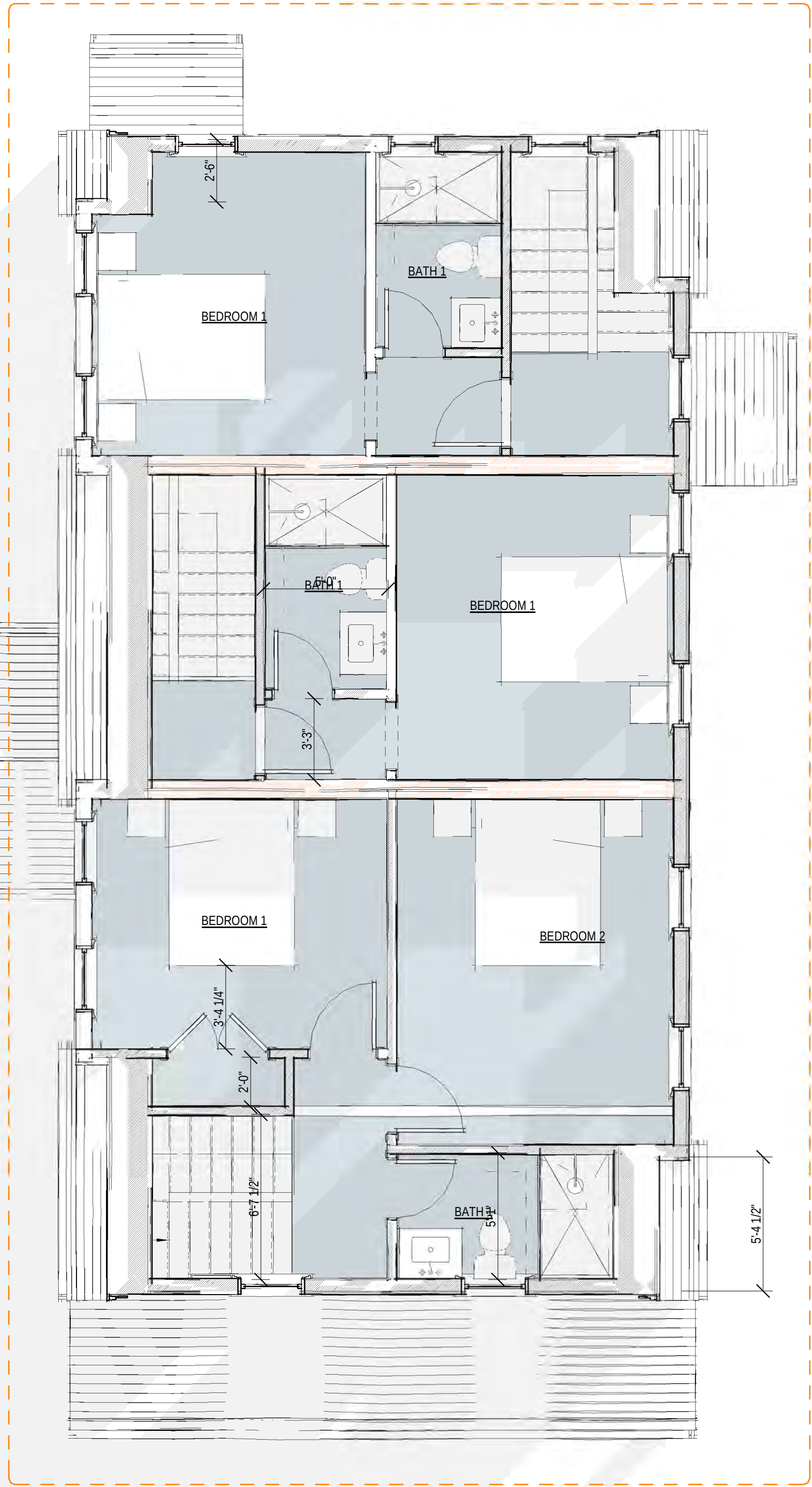
07.12.21

HDC SUBMISSION

BUILDING 6
1,592 S.F.



BUILDING 7
1,124 S.F.

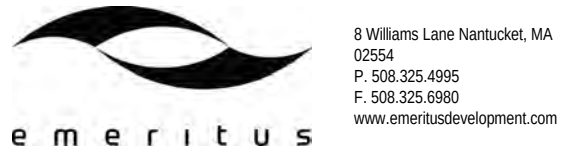


1 Second Floor Layout, Building 6
1/4" = 1'-0"

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554



SECOND FLOOR PLAN
BUILDING 6

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	6,779 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 3,390 s.f.
Existing G.C.:	
Proposed G.C.:	1,592 s.f.
Total Proposed G.C.:	1,592 s.f.

Information for this site plan was taken from the Nantucket C.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

Revisions

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A.102a
2114

07.12.21



1 Building 6 South Elevation
1/4" = 1'-0"

HDC SUBMISSION



2 Building 6 East Elevation
1/4" = 1'-0"



Building 6 & 7 South Elevation Combined



Building 6 & 7 Perspective View South - West



Building 6 & 7 Perspective View South - East

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554



EXTERIOR ELEVATIONS BUILDING 6

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	6,779 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 3,390 s.f.
Existing G.C.:	
Proposed G.C.:	1,592 s.f.
Total Proposed G.C.:	1,592 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

G.101a	COVER PAGE	BUILDING 6
A.101a	FIRST FLOOR PLAN	BUILDING 6
A.102a	SECOND FLOOR PLAN	BUILDING 6
A.201a	EXTERIOR ELEVATIONS	BUILDING 6
A.202a	EXTERIOR ELEVATIONS	BUILDING 6
G.101b	COVER PAGE	BUILDING 7
A.201b	EXTERIOR ELEVATIONS	BUILDING 7
A.202b	EXTERIOR ELEVATIONS	BUILDING 7
A.101b	FIRST FLOOR PLAN	BUILDING 7
A.102b	SECOND FLOOR PLAN	BUILDING 7

Revisions

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A.201a
2114

07.12.21



1 Building 6 North Elevation
1/4" = 1'-0"

HDC SUBMISSION



2 Building 6 West Elevation
1/4" = 1'-0"



Building 6 & 7 North Elevation Combined
1/8" = 1'-0"



Building 6 & 7 Perspective View North - West



Building 6 & 7 Perspective View North - East

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 6
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 6

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	6,779 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% or 3,390 s.f.
Existing G.C.:	
Proposed G.C.:	1,592 s.f.
Total Proposed G.C.:	1,592 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

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G.101a	COVER PAGE	BUILDING 6
A.101a	FIRST FLOOR PLAN	BUILDING 6
A.102a	SECOND FLOOR PLAN	BUILDING 6
A.201a	EXTERIOR ELEVATIONS	BUILDING 6
A.202a	EXTERIOR ELEVATIONS	BUILDING 6
G.101b	COVER PAGE	BUILDING 7
A.201b	EXTERIOR ELEVATIONS	BUILDING 7
A.202b	EXTERIOR ELEVATIONS	BUILDING 7
A.101b	FIRST FLOOR PLAN	BUILDING 7
A.102b	SECOND FLOOR PLAN	BUILDING 7

Revisions

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A.202a
2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 7
Nantucket, MA 02554

2114
HOUSING NANTUCKET

31 Fairgrounds Rd, Building 7
Nantucket, MA 02554



COVER PAGE,
BUILDING 7

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,017 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,008 s.f.
Existing G.C.:	
Proposed G.C.:	1,124 s.f.
Total Proposed G.C.:	1,124 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

- G.101a COVER PAGE, BUILDING 6
- A.101a FIRST FLOOR PLAN, BUILDING 6
- A.102a SECOND FLOOR PLAN, BUILDING 6
- A.201a EXTERIOR ELEVATIONS BUILDING 6
- A.202a EXTERIOR ELEVATIONS BUILDING 6
- G.101b COVER PAGE, BUILDING 7
- A.101b EXTERIOR ELEVATIONS BUILDING 7
- A.202b EXTERIOR ELEVATIONS BUILDING 7
- A.101b FIRST FLOOR PLAN, BUILDING 7
- A.102b SECOND FLOOR PLAN, BUILDING 7

Revisions

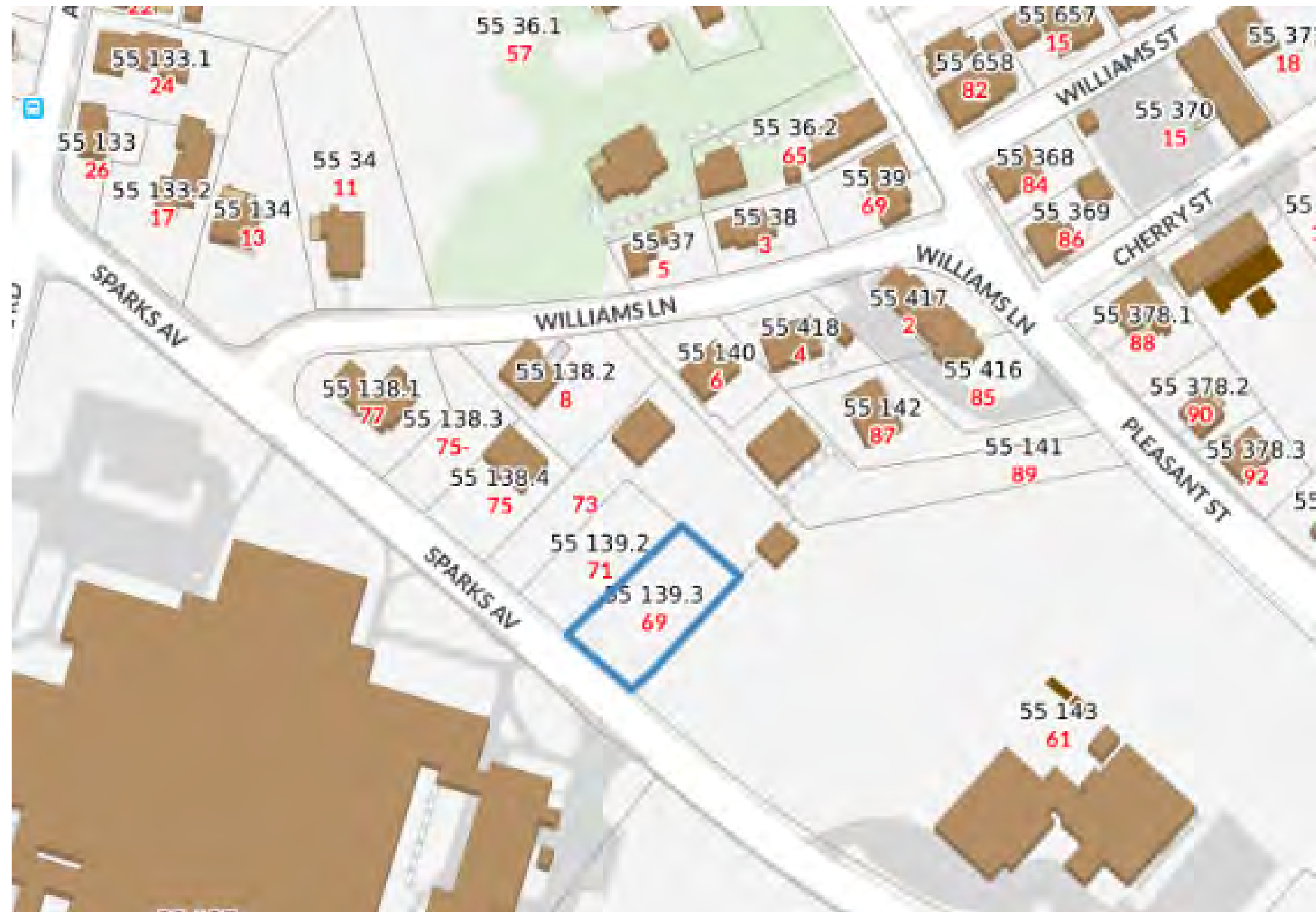
THESE DRAWINGS AND THE DESIGNS THEY ILLUSTRATE ARE THE SOLE PROPERTY OF EMERITUS DEVELOPMENT LTD. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF EMERITUS DEVELOPMENT LTD.

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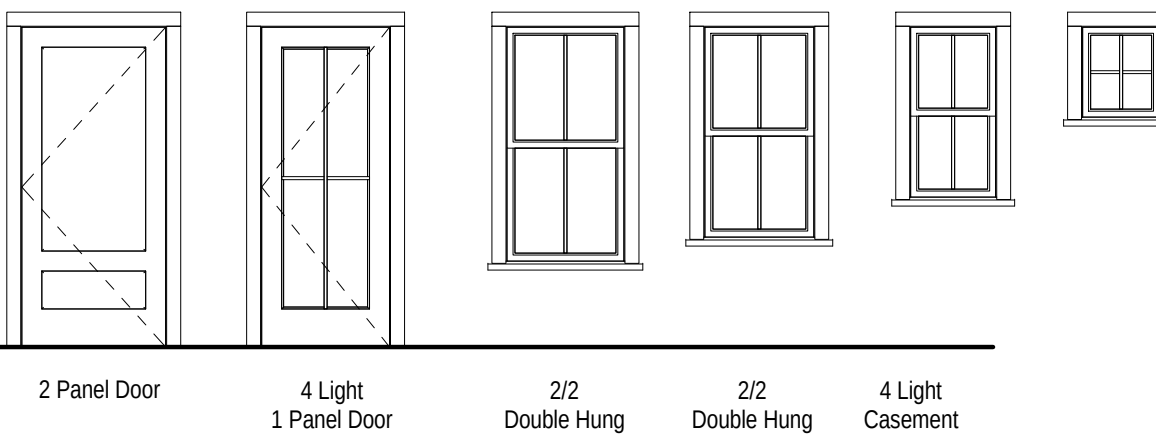
G.101b
2114

07.12.21

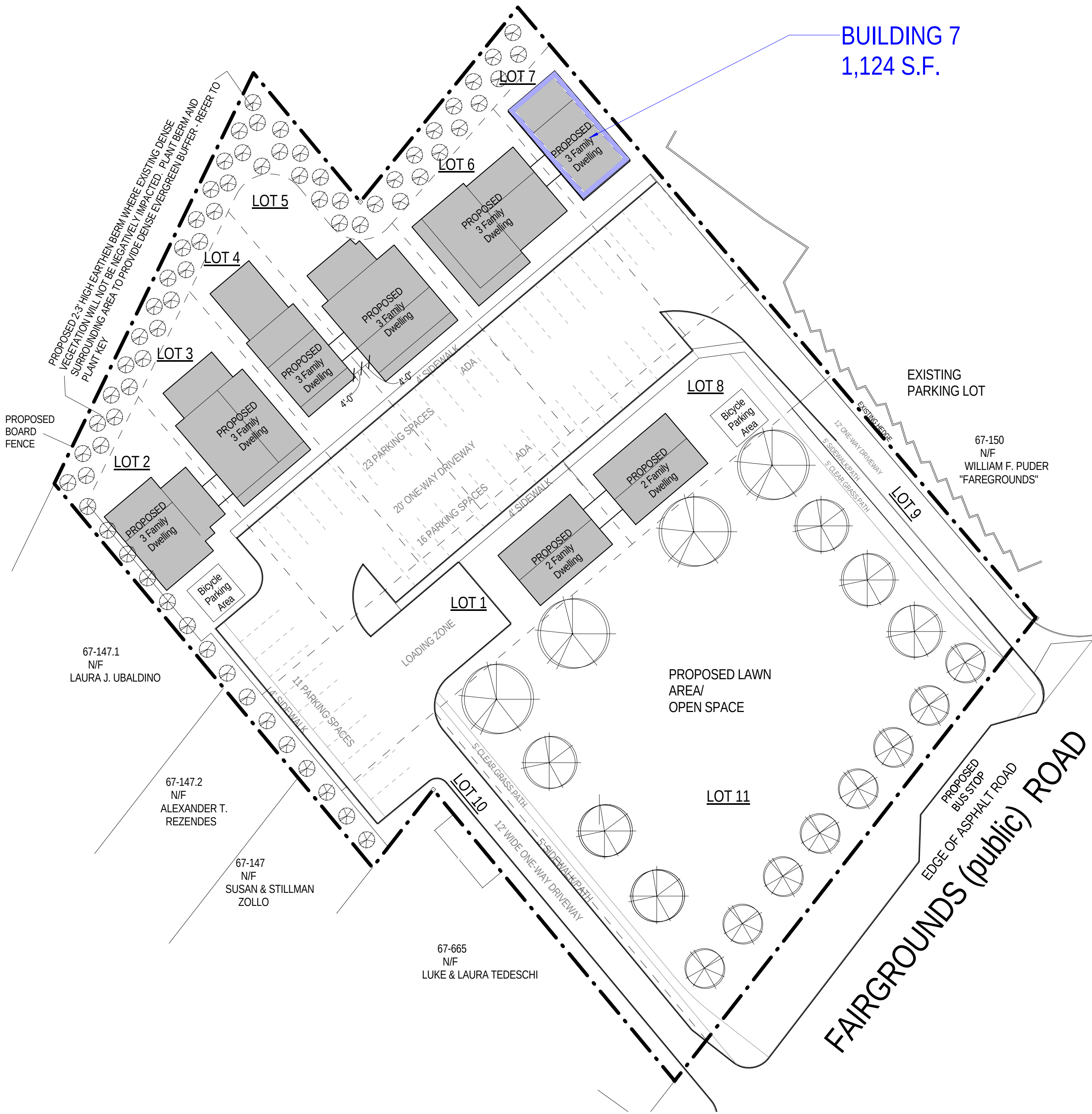
HDC SUBMISSION



1 Locus Map
12" = 1'-0"



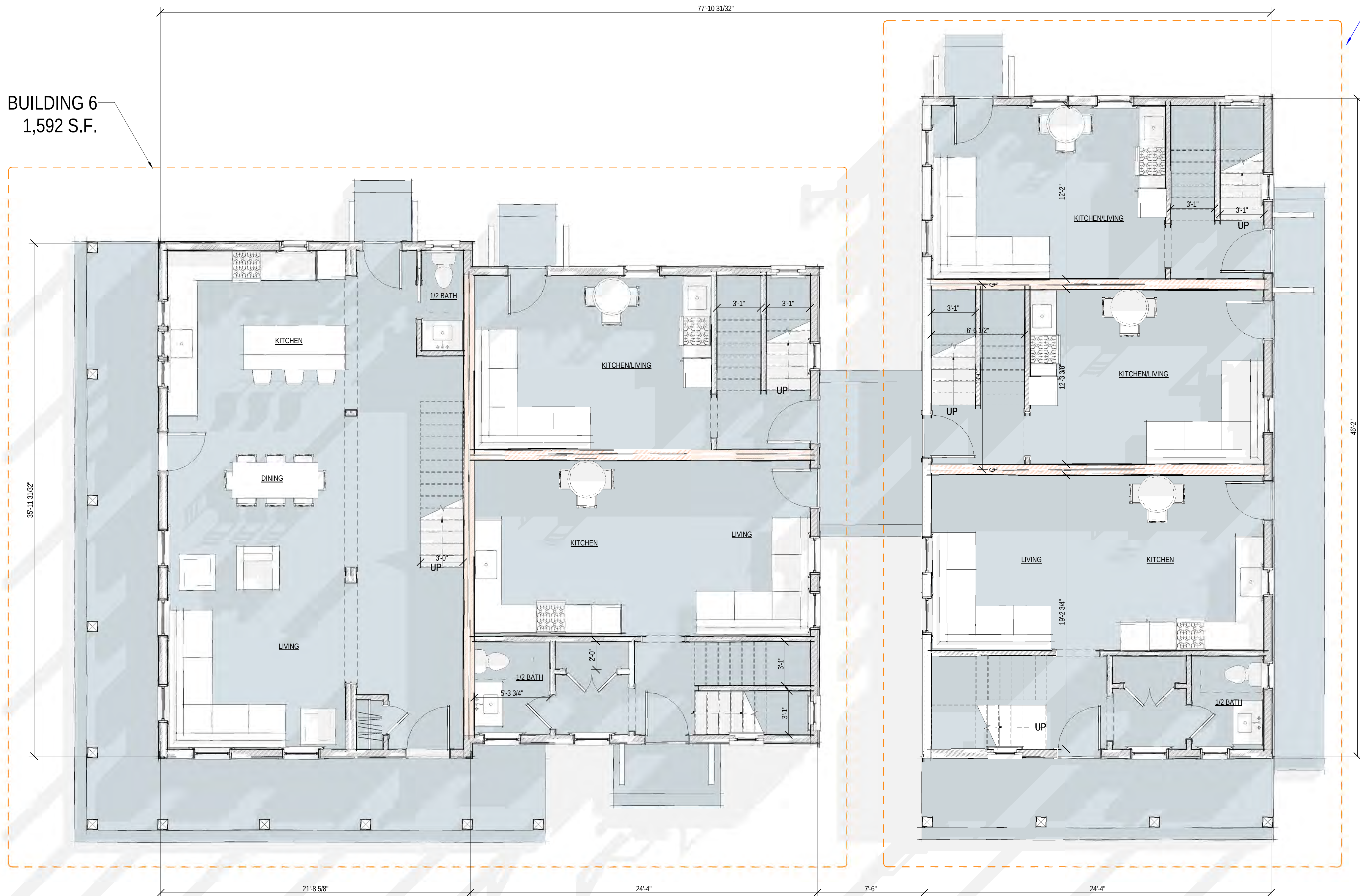
2 Window & Door Schedule
1/4" = 1'-0"



3 Site Plan
1" = 30'-0"

07.12.21

HDC SUBMISSION

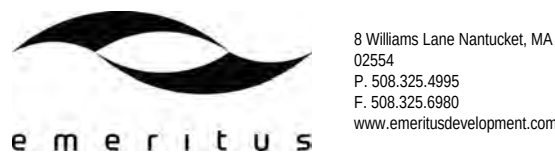


1 First Floor Layout, Building 7
1/4" = 1'-0"

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 7
Nantucket, MA 02554



FIRST FLOOR PLAN,
BUILDING 7

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,017 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,008 s.f.
Existing G.C.:	
Proposed G.C.:	1,124 s.f.
Total Proposed G.C.:	1,124 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

G.101a	COVER PAGE,	BUILDING 6
A.101a	FIRST FLOOR PLAN, BUILDING 6	
A.102a	SECOND FLOOR PLAN, BUILDING 6	
A.201a	EXTERIOR ELEVATIONS BUILDING 6	
A.202a	EXTERIOR ELEVATIONS BUILDING 6	
G.101b	COVER PAGE,	BUILDING 7
A.101b	EXTERIOR ELEVATIONS BUILDING 7	
A.202b	EXTERIOR ELEVATIONS BUILDING 7	
A.101b	FIRST FLOOR PLAN, BUILDING 7	
A.102b	SECOND FLOOR PLAN, BUILDING 7	

Revisions

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A.101b
2114

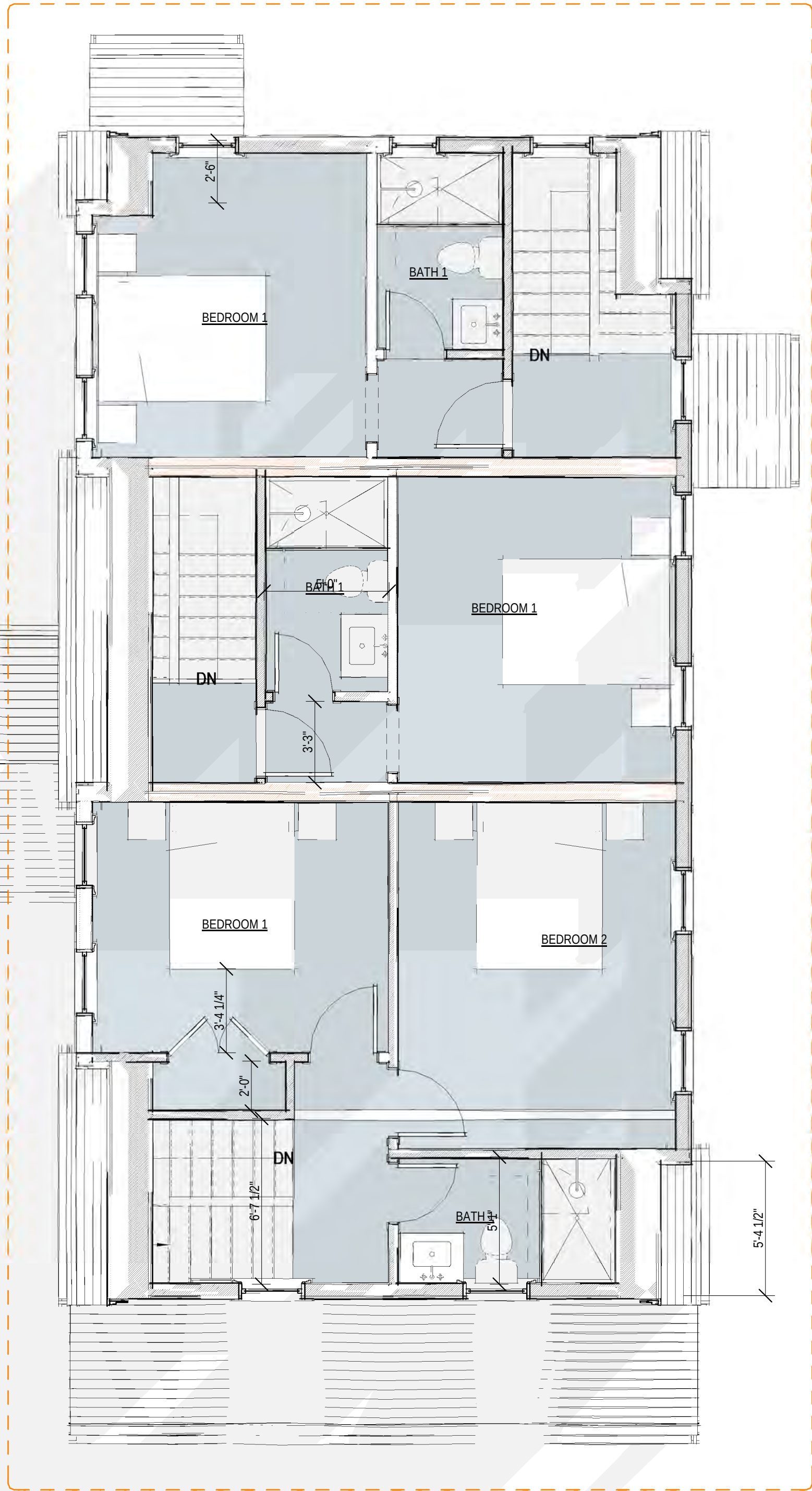
07.12.21

HDC SUBMISSION

BUILDING 6
1,592 S.F.



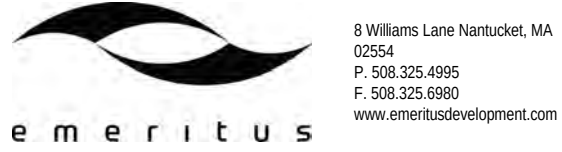
BUILDING 7
1,124 S.F.



1 Second Floor Layout, Building 7
1/4" = 1'-0"

2114
HOUSING NANTUCKET

31 Fairgrounds Rd, Building 7
Nantucket, MA 02554



SECOND FLOOR PLAN,
BUILDING 7

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,017 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,008 s.f.
Existing G.C.:	
Proposed G.C.:	1,124 s.f.
Total Proposed G.C.:	1,124 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

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A.101a	FIRST FLOOR PLAN, BUILDING 6	
A.102a	SECOND FLOOR PLAN, BUILDING 6	
A.201a	EXTERIOR ELEVATIONS BUILDING 6	
A.202a	EXTERIOR ELEVATIONS BUILDING 6	
G.101b	COVER PAGE,	BUILDING 7
A.201b	EXTERIOR ELEVATIONS BUILDING 7	
A.202b	EXTERIOR ELEVATIONS BUILDING 7	
A.101b	FIRST FLOOR PLAN, BUILDING 7	
A.102b	SECOND FLOOR PLAN, BUILDING 7	

Revisions

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A.102b
2114

07.12.21

HDC SUBMISSION



1 Building 7 South Elevation
1/4" = 1'-0"



2 Building 7 East Elevation
1/4" = 1'-0"



Building 6 & 7 South Elevation Combined.
1/8" = 1'-0"



Building 6 & 7 Perspective View South - West.



Building 6 & 7 Perspective View South - East.

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 7
Nantucket, MA 02554



EXTERIOR ELEVATIONS BUILDING 7

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,017 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,008 s.f.
Existing G.C.:	
Proposed G.C.:	1,124 s.f.
Total Proposed G.C.:	1,124 s.f.

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A.202a	EXTERIOR ELEVATIONS	BUILDING 6
G.101b	COVER PAGE	BUILDING 7
A.101b	EXTERIOR ELEVATIONS	BUILDING 7
A.202b	EXTERIOR ELEVATIONS	BUILDING 7
A.101b	FIRST FLOOR PLAN	BUILDING 7
A.102b	SECOND FLOOR PLAN	BUILDING 7

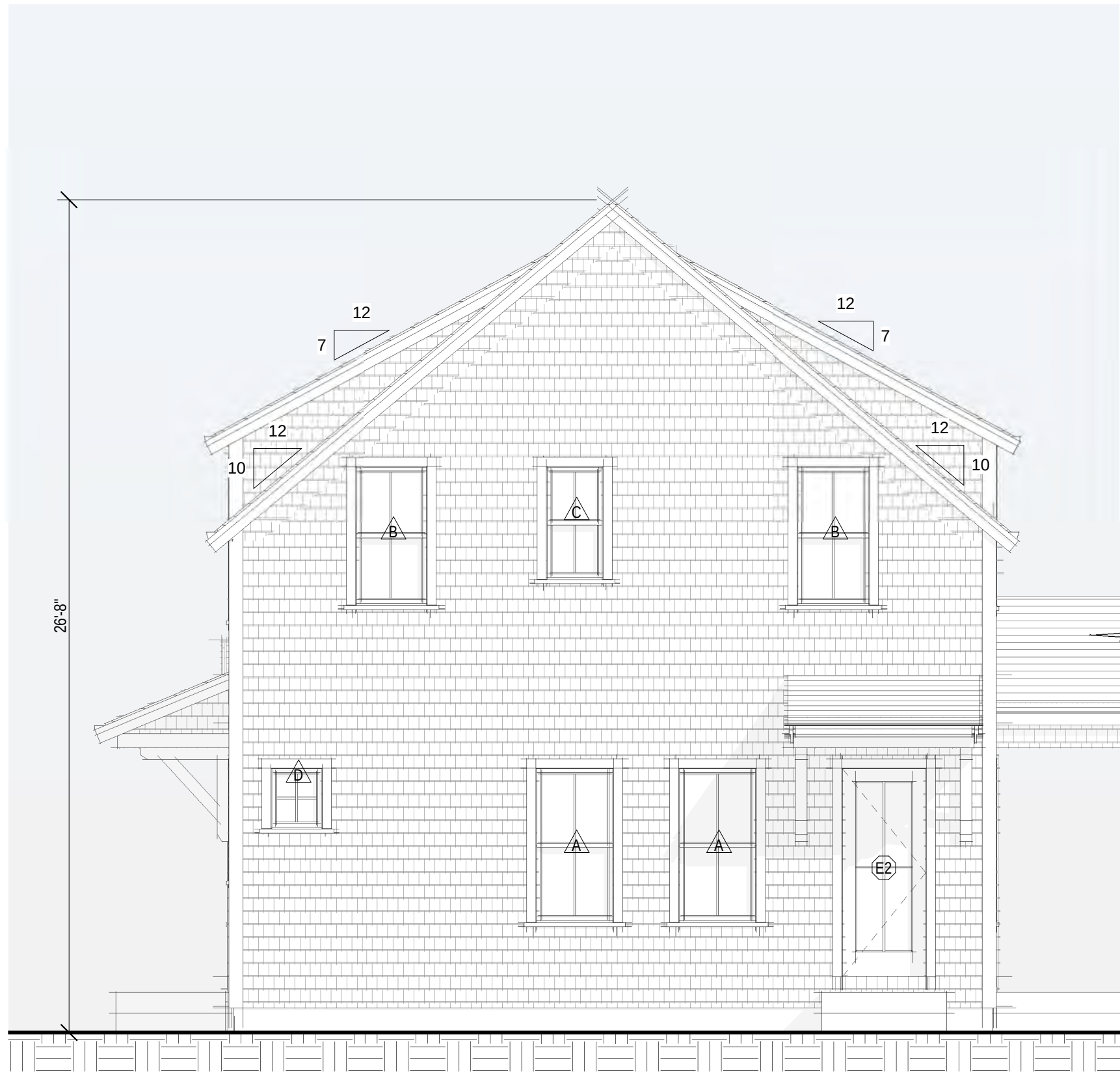
Revisions

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A.201b
2114

07.12.21

HDC SUBMISSION



1 Building 7 North Elevation
1/4" = 1'-0"



2 Building 7 West Elevation
1/4" = 1'-0"



Building 6 & 7 North Elevation Combined.
1/8" = 1'-0"



Building 6 & 7 Perspective View North - West.



Building 6 & 7 Perspective View North - East.

2114

HOUSING NANTUCKET

31 Fairgrounds Rd, Building 7
Nantucket, MA 02554



EXTERIOR ELEVATIONS BUILDING 7

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	4,017 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 2,008 s.f.
Existing G.C.:	
Proposed G.C.:	1,124 s.f.
Total Proposed G.C.:	1,124 s.f.

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A.201a	EXTERIOR ELEVATIONS	BUILDING 6
A.202a	EXTERIOR ELEVATIONS	BUILDING 6
G.101b	COVER PAGE	BUILDING 7
A.101b	EXTERIOR ELEVATIONS	BUILDING 7
A.202b	EXTERIOR ELEVATIONS	BUILDING 7
A.101b	FIRST FLOOR PLAN	BUILDING 7
A.102b	SECOND FLOOR PLAN	BUILDING 7

Revisions

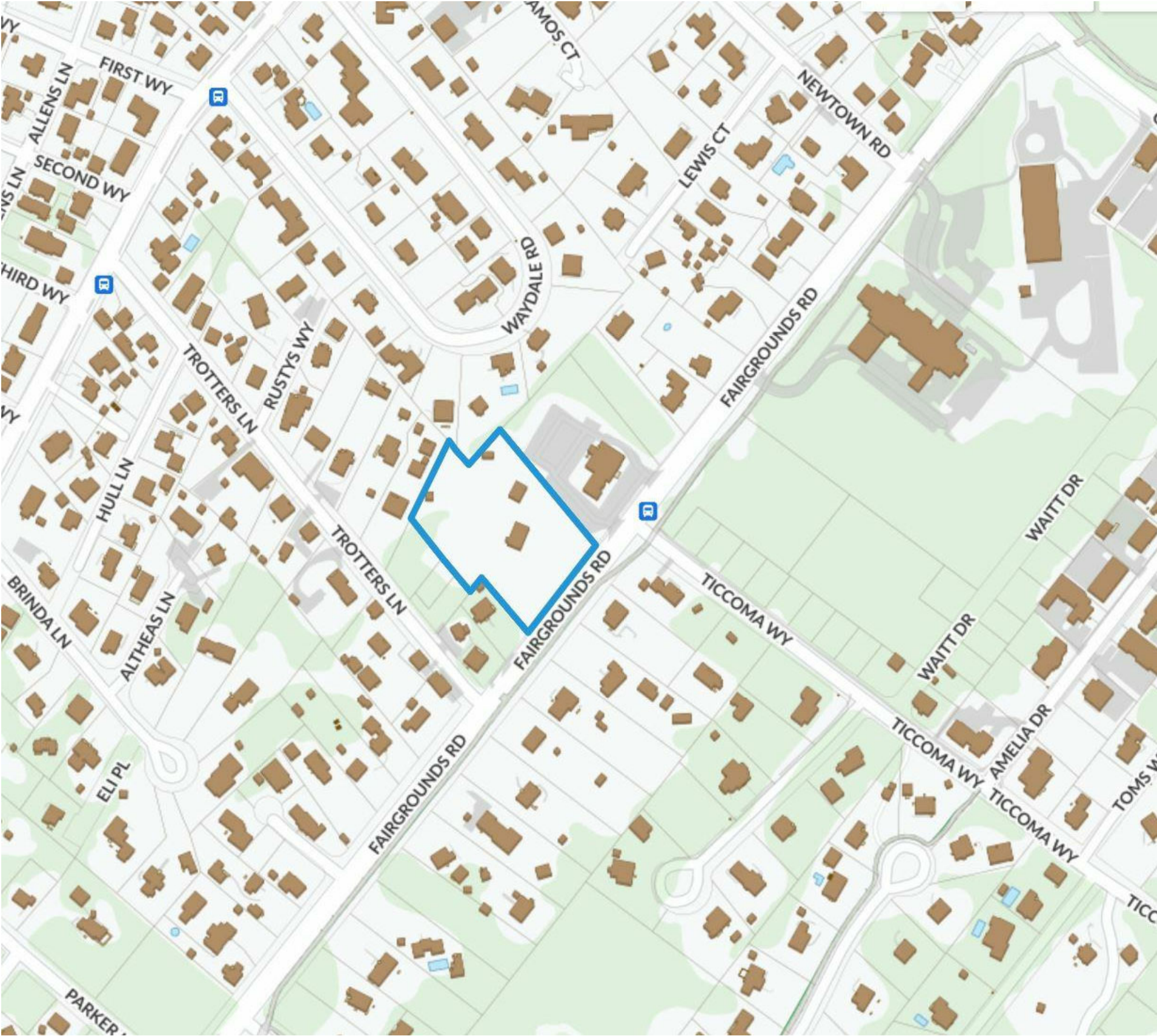
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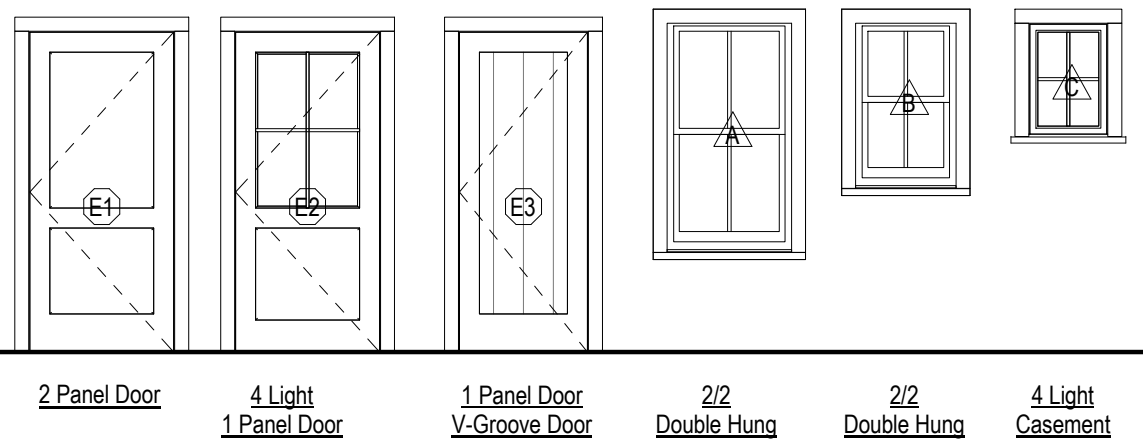
A.202b
2114

HOUSING NANTUCKET

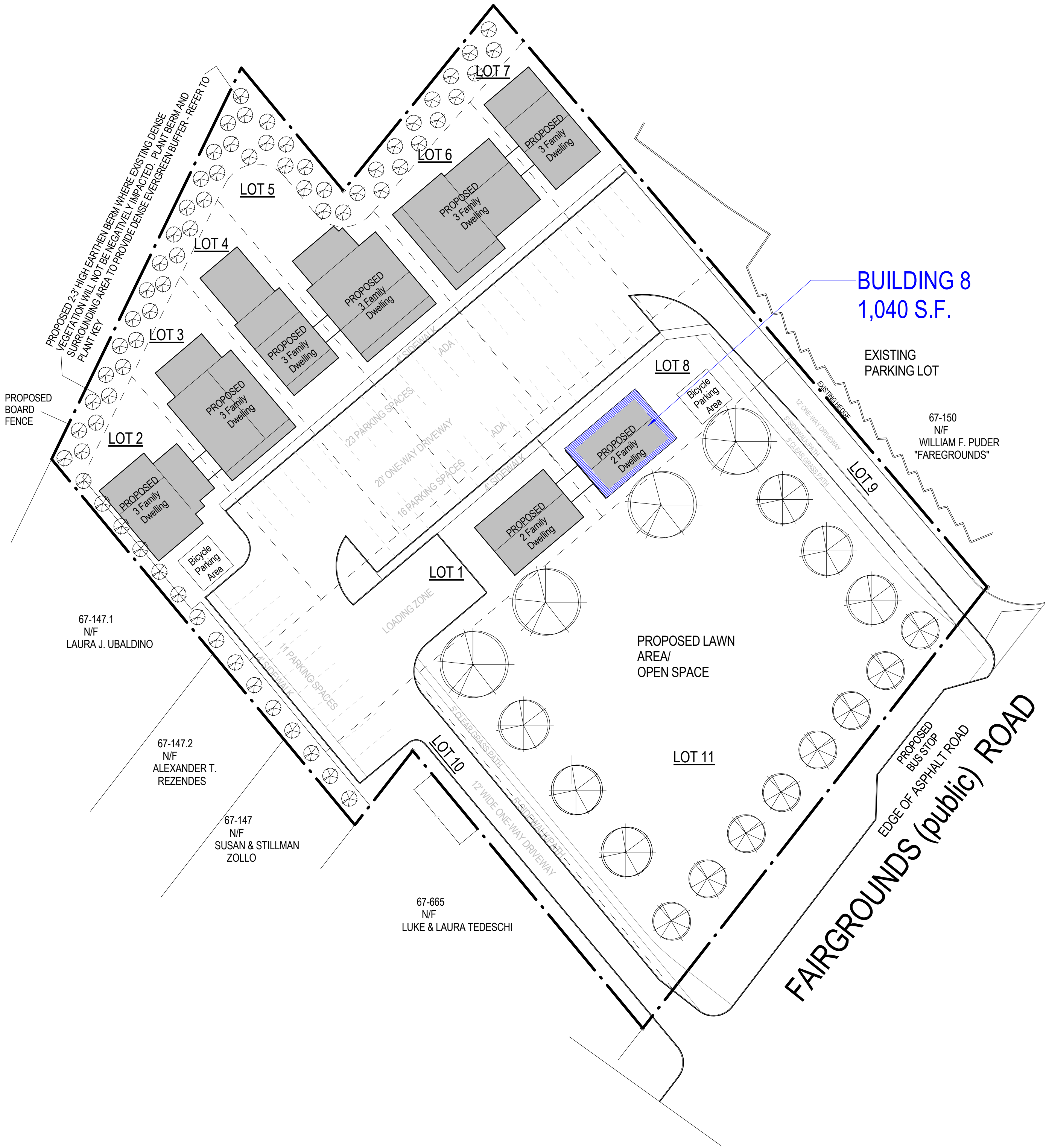
31 Fairgrounds Rd, Building 8, Lot 8
Nantucket, MA 02554



1 Locus Map
1/2" = 1'-0"



2 Window & Door Schedule
1/4" = 1'-0"



3 Site Plan
1" = 30'-0"

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 8,
Lot 8
Nantucket, MA 02554



COVER PAGE

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	7,446 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 3,723 s.f.
Existing G.C.:	0
Proposed G.C.:	1,040 s.f.
Total Proposed G.C.:	1,040 s.f.

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

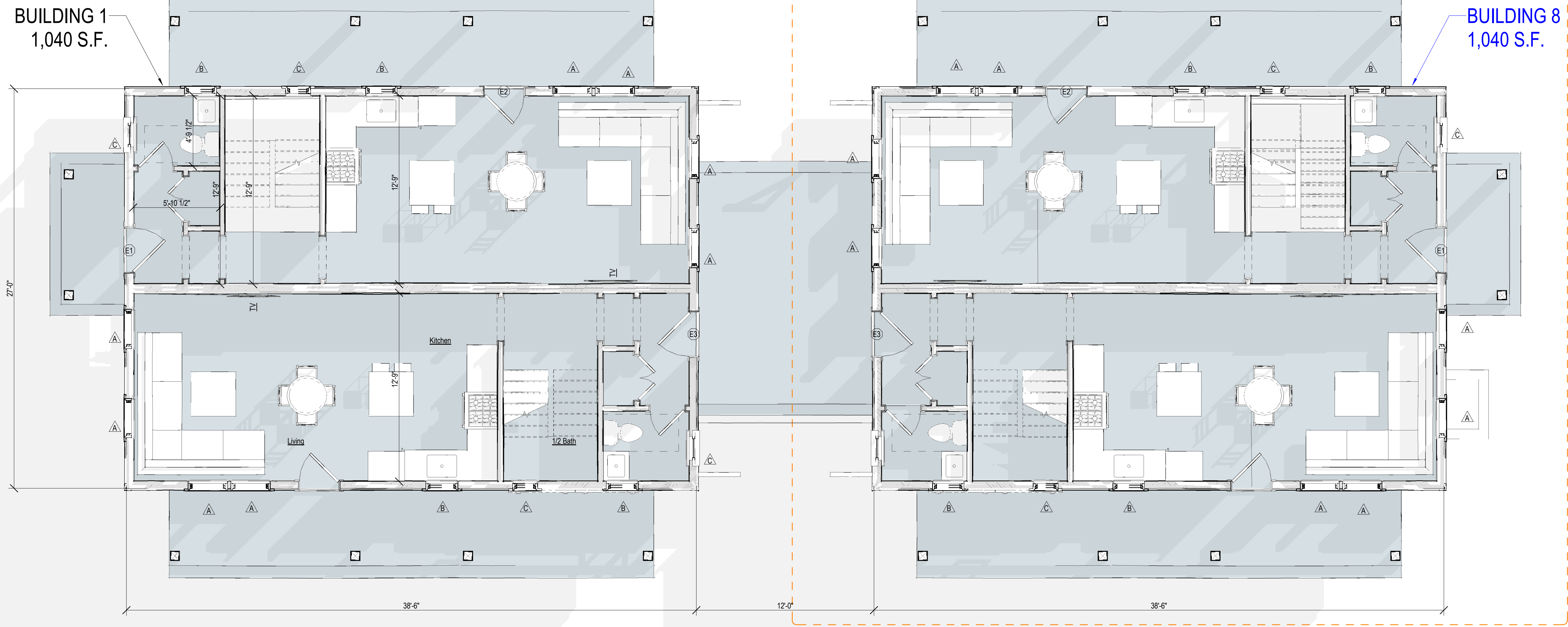
Revisions

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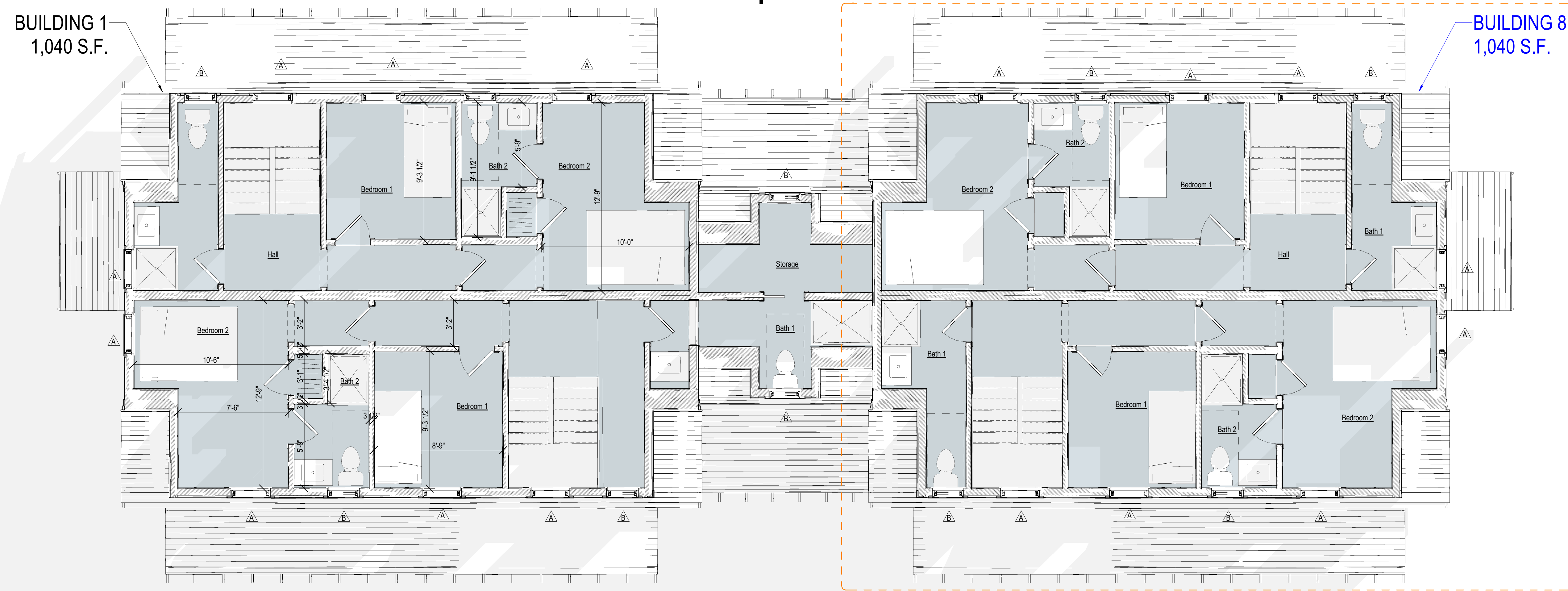
G.101
2114

07.08.21

HDC SUBMISSION



1 First Floor Layout
1/4" = 1'-0"

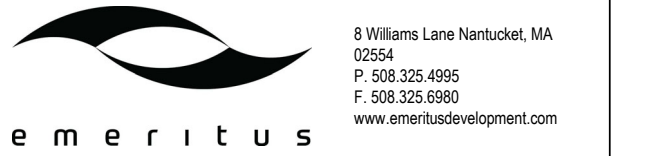


2 Second Floor Layout
1/4" = 1'-0"

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 8,
Lot 8
Nantucket, MA 02554



FLOOR PLANS

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	7,446 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 3,723 s.f.
Existing G.C.:	0
Proposed G.C.:	1,040 s.f.
Total Proposed G.C.:	1,040 s.f.

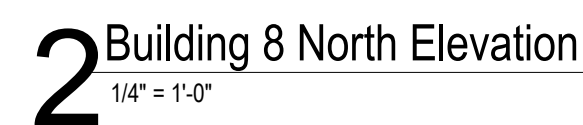
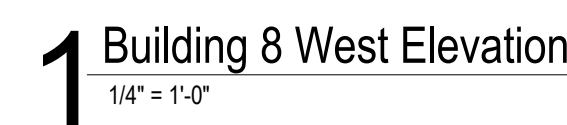
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Revisions

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A.101
2114

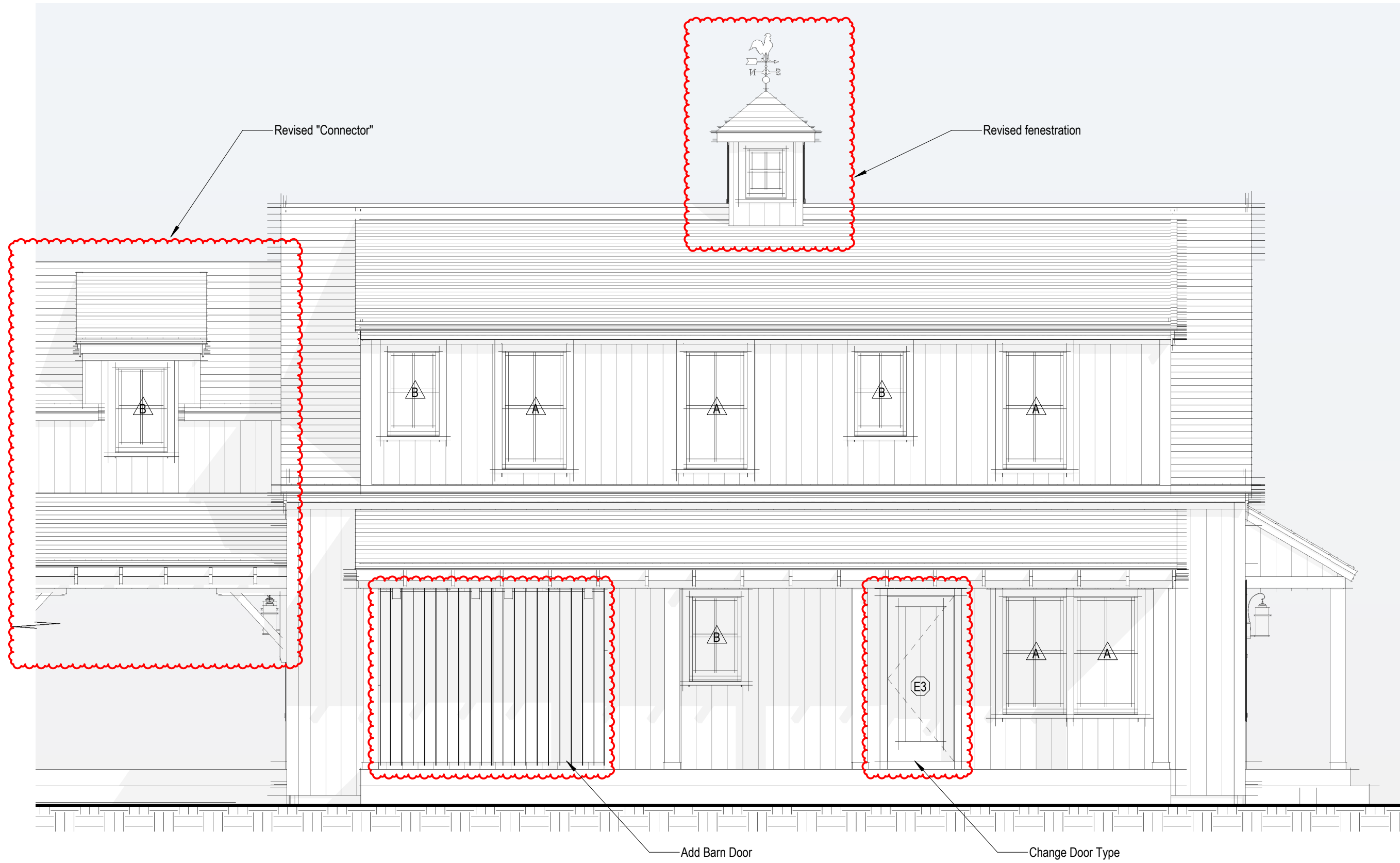
HDC SUBMISSION



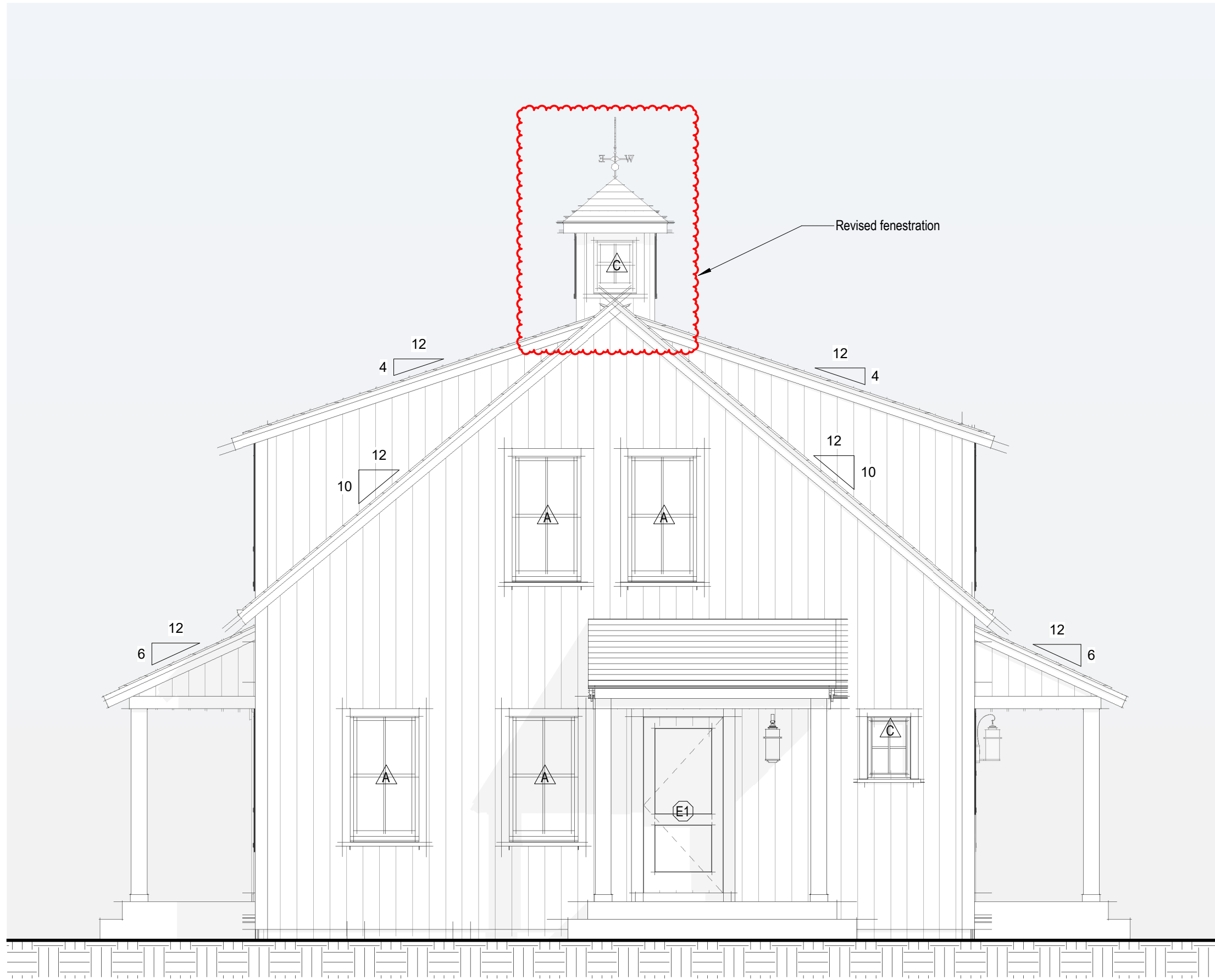
A.201b
2114

07.08.21

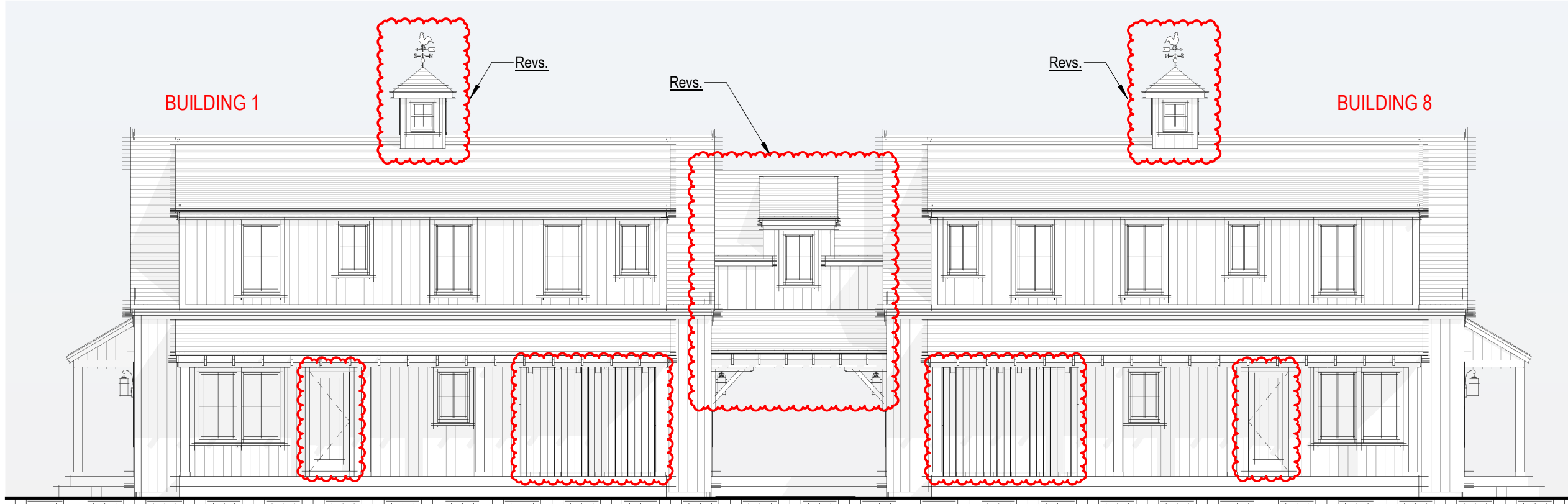
HDC SUBMISSION



1 Building 8 South Elevation
1/4" = 1'-0"



2 Building 8 East Elevation
1/4" = 1'-0"



South Elevation Building 1 & 8 Combined.
1/8" = 1'-0"



Prev. HDC South Elevation Building 1 & 8 Combined.
1/8" = 1'-0"



South - East Perspective View Building 1 & 8 Combined.



South - West Perspective View Building 1 & 8 Combined.

2114

HOUSING
NANTUCKET

31 Fairgrounds Rd, Building 8,
Lot 8
Nantucket, MA 02554



EXTERIOR ELEVATIONS
BUILDING 8

Site Information

Map & Parcel:	67 / 149
Current Zoning:	R-10
Minimum Frontage:	20'
Front Setback:	TBD
Side/Rear Setback:	TBD
Lot Size:	7,446 s.f.
Min. Lot Size:	4,000 s.f.
Allowable G.C.:	50% Or 3,723 s.f.
Existing G.C.:	0
Proposed G.C.:	1,040 s.f.
Total Proposed G.C.:	1,040 s.f.

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Revisions

2nd Floor Dormers' Window Change 06.12.19

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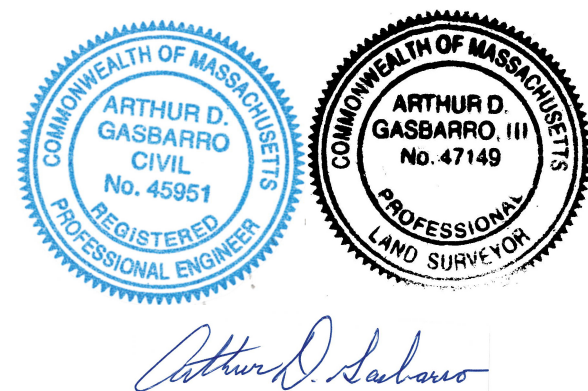
A.202b
2114

FAIRGROUNDS COMMON, LLC
SPECIAL PERMIT & SUBDIVISION MODIFICATION
FLEX DEVELOPMENT OPTION PER BYLAW §139-8.A

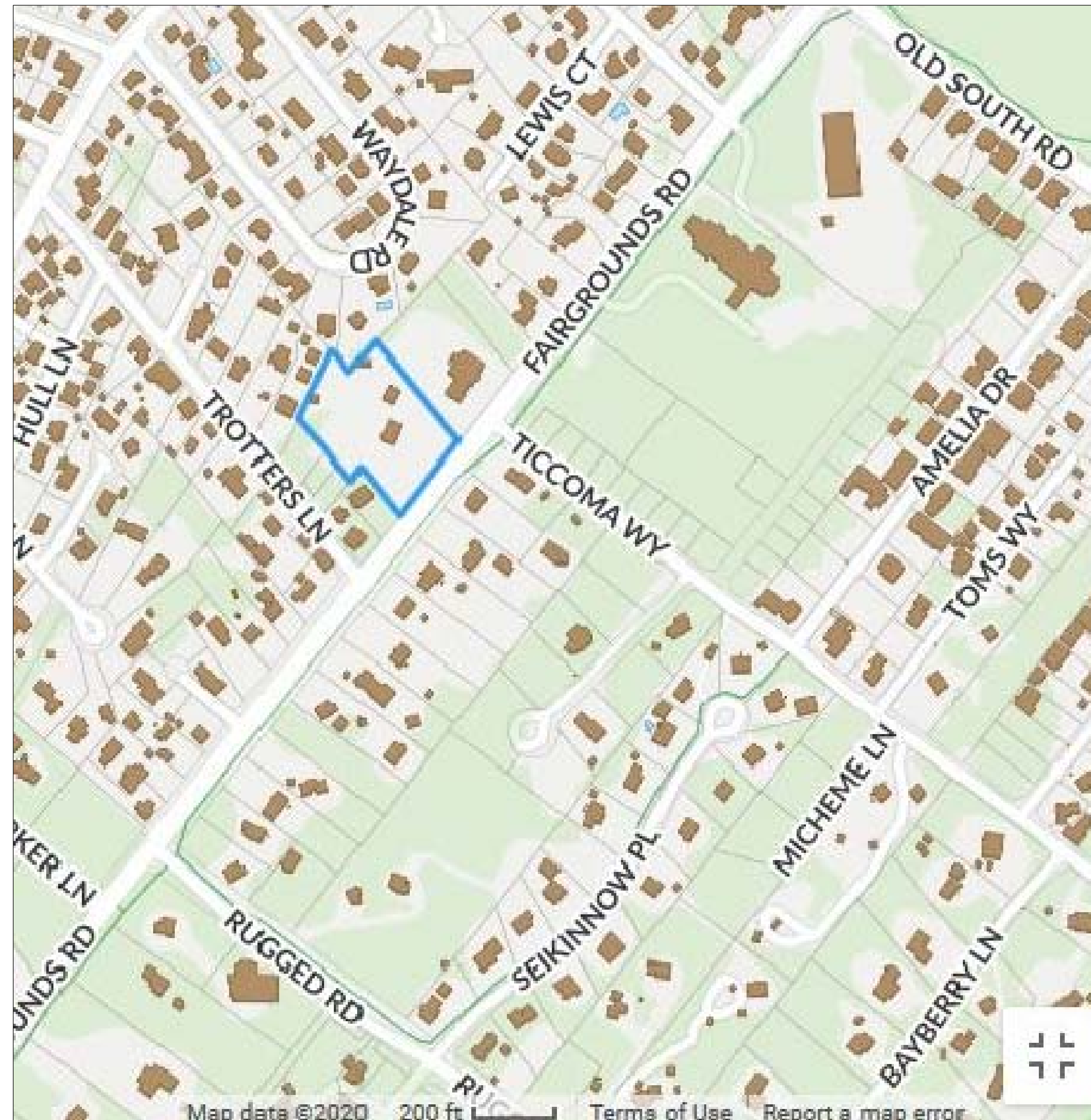
NHA PROPERTIES, INC.
75 OLD SOUTH ROAD – NANTUCKET, MA 02554

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:
NHA PROPERTIES, INC.
DEED REFERENCES:
BOOK 1802, PG 341
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22



LOCUS MAP – 1"=250'±
APRIL 12, 2021
UPDATED: DECEMBER 6, 2021

Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRED

DATE SIGNED

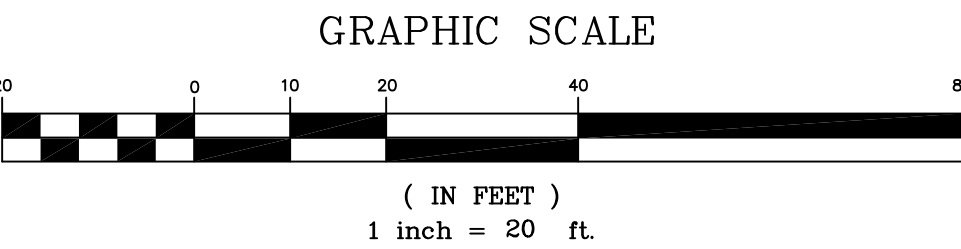
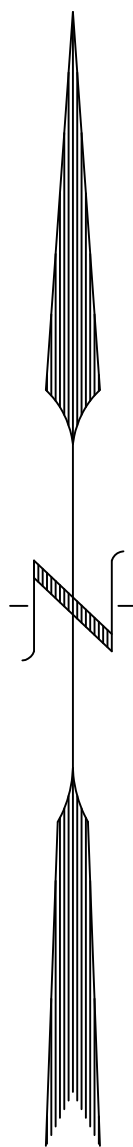
PLSUB-2020-06-00070
PLSP-2020-06-0052
FILE #

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 = 85,928±SF

LEGEND

- x31.6 DENOTES EXISTING SPOT ELEVATION (NAVD88)
- 32 ——— DENOTES EXISTING CONTOUR
- DENOTES CONCRETE BOUND FOUND
- DENOTES SOIL EVALUATION
- TP-1



SOIL LOGS

DEEP OBS. HOLE # 1 EL.= 32.9			
DEPTH	HORIZON	TEXTURE	COLOR
0"to 10"	A	LOAMY SAND	10YR3/2
10"to 22"	B	LOAMY SAND	10YR6/8
22"to 132"	C	MED. SAND	2.5Y7/4

NO REDOX. FEATURES OBSERVED
NO GW. OBSERVED
NO REFUSAL - CAVING
EST. SEASONAL HIGH GW ELEV. <21.9
NO GW OBS.

DEEP OBS. HOLE # 2 EL.= 32.0			
DEPTH	HORIZON	TEXTURE	COLOR
0"to 12"	A	LOAMY SAND	10YR3/2
12"to 20"	B	LOAMY SAND	10YR6/8
20"to 132"	C	MED. SAND	2.5Y7/4

NO REDOX. FEATURES OBSERVED
NO GW. OBSERVED
NO REFUSAL - CAVING
EST. SEASONAL HIGH GW ELEV. <21.0
NO GW OBS.

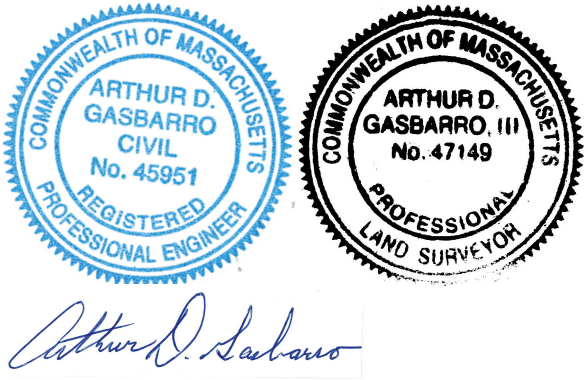
SOIL EVALUATION BY: A.GASBARRO, PE, PLS
NANTUCKET ENGINEERING & SURVEY
DATE OF TESTING: 6/8/20
WITNESSED BY: A.CROWLEY, HEALTH DEPT.
PERCOLATION RESULTS:
RATE (TESTS 1&2) <2 MIN\INCH

EXISTING CONDITIONS
PLAN OF LAND
IN NANTUCKET, MA
APRIL 12, 2021
UPDATED: DEC. 6, 2021
SCALE: 1"=20'

ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
NHA PROPERTIES, INC.
DEED REFERENCES:
BOOK 1802, PG 341
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22



Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRED



DATE SIGNED _____
PLSUB-2020-06-00070
PLSP-2020-06-0052
FILE # _____

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=34,489± SF

LEGEND

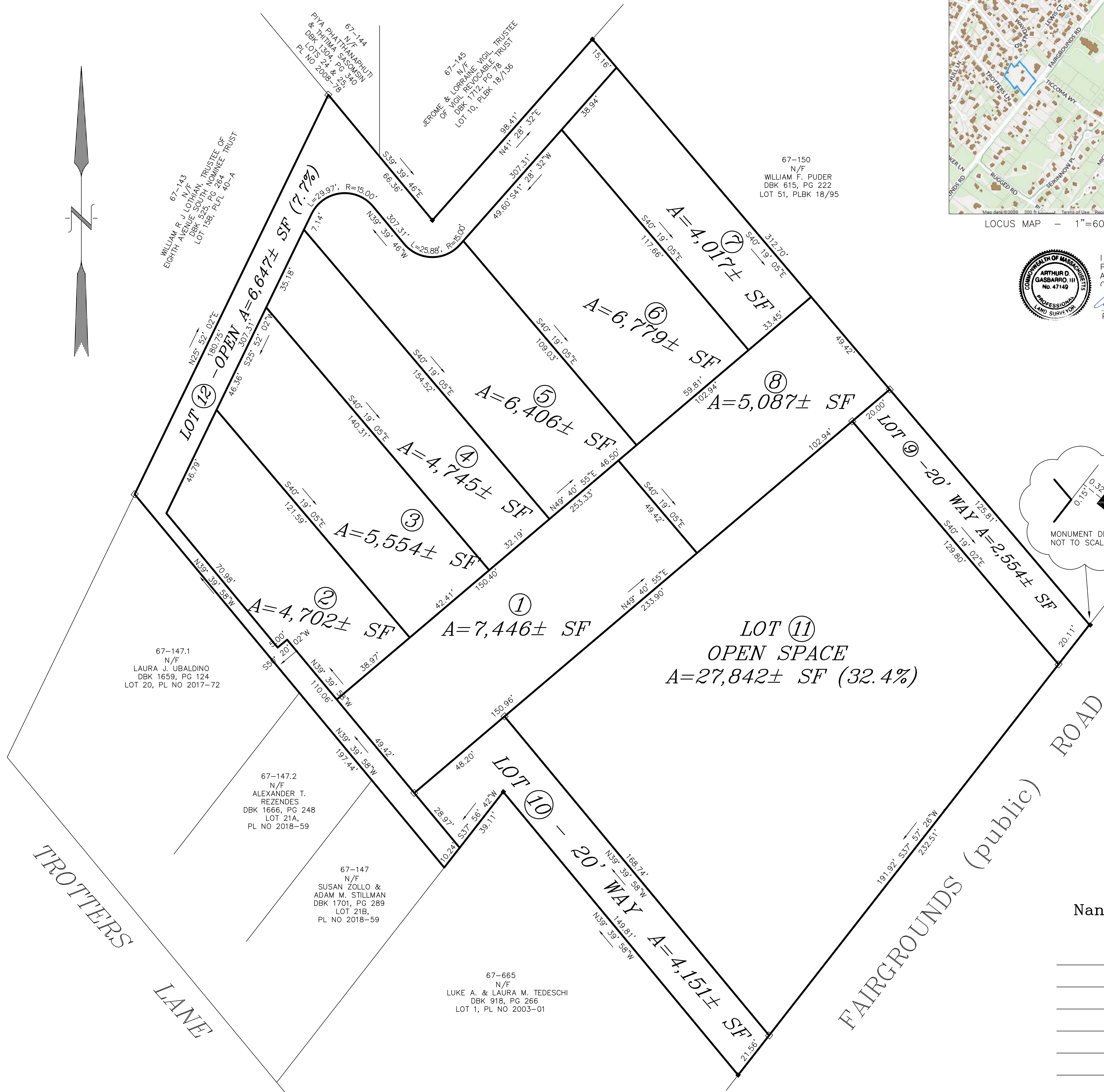
- DENOTES CONCRETE BOUND FOUND
- DENOTES CONCRETE BOUND TO BE SET

DEFINITIVE
PLAN OF LAND
IN NANTUCKET, MA
PREPARED FOR

FAIRGROUNDS
COMMON LLC
APRIL 12, 2021

UPDATED: DEC. 6, 2021
SCALE: 1"=20'

ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
NHA PROPERTIES, INC.
DEED REFERENCES:
BOOK 1802, PG 341
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22



NANTUCKET REGISTRY OF DEEDS

Date: _____

Time: _____

Plan No.: _____

Attest: _____ Register

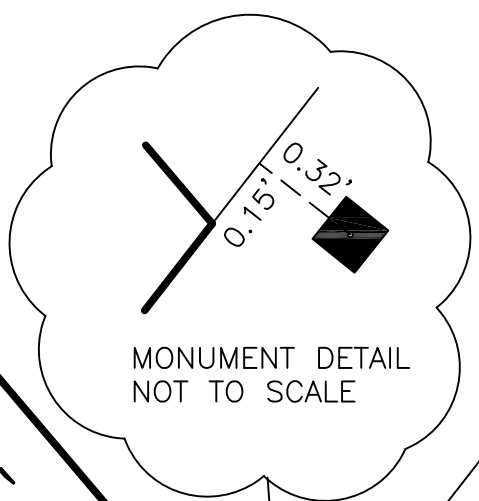
SHEET 1 OF 1

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.

ARTHUR D. GASBARRO II
PROFESSIONAL LAND SURVEYOR DATE



Nantucket Planning Board

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRED

DATE SIGNED

PLSUB-2020-06-00070
PLSP-2020-06-0052
FILE #

NOTES:

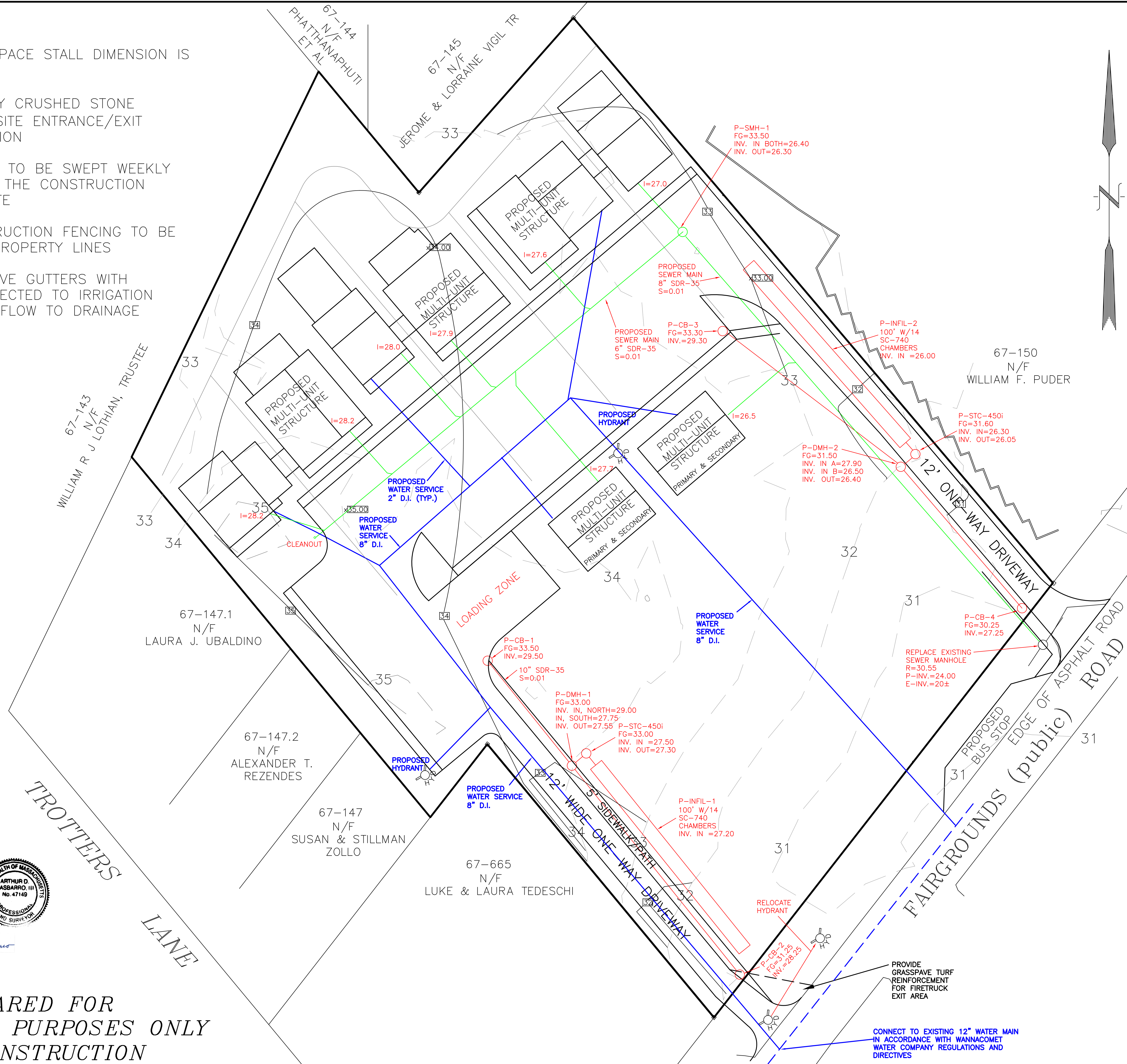
TYPICAL PARKING SPACE STALL DIMENSION IS 9'x20'

PROVIDE TEMPORARY CRUSHED STONE TRACKING PAD AT SITE ENTRANCE/EXIT DURING CONSTRUCTION

FAIRGROUNDS ROAD TO BE SWEEP WEEKLY IN THE VICINITY OF THE CONSTRUCTION ACCESS TO THE SITE

TEMPORARY CONSTRUCTION FENCING TO BE INSTALLED ALONG PROPERTY LINES

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



**INFRASTRUCTURE
PLAN OF LAND
IN NANTUCKET, MA
APRIL 12, 2021
UPDATED: DECEMBER 6, 2021
SCALE: 1"=20'**

ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
NHA PROPERTIES, INC.
DEED REFERENCES:
BOOK 1802, PG 341
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22

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

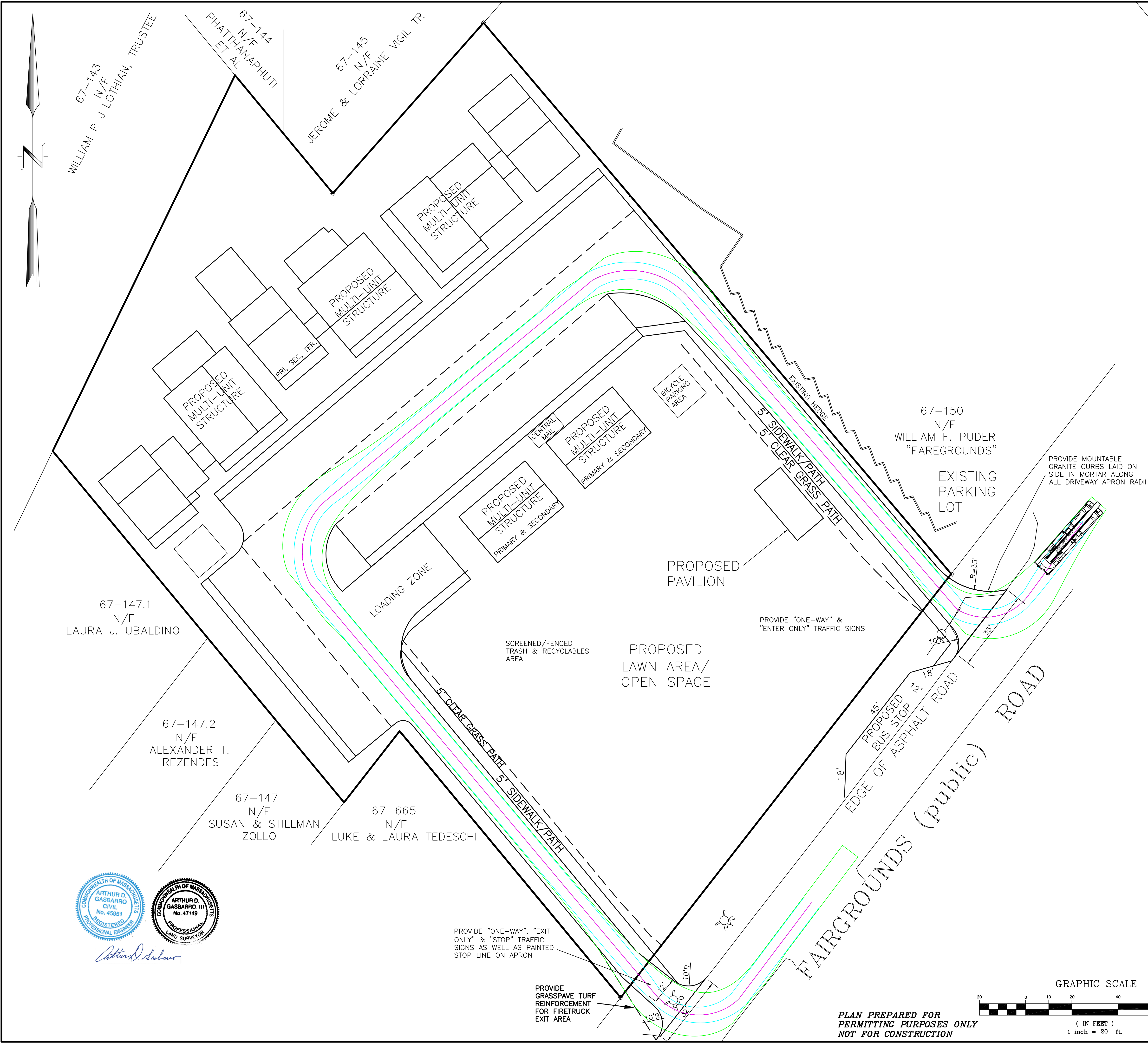
Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRED

DATE SIGNED _____
FILE # _____

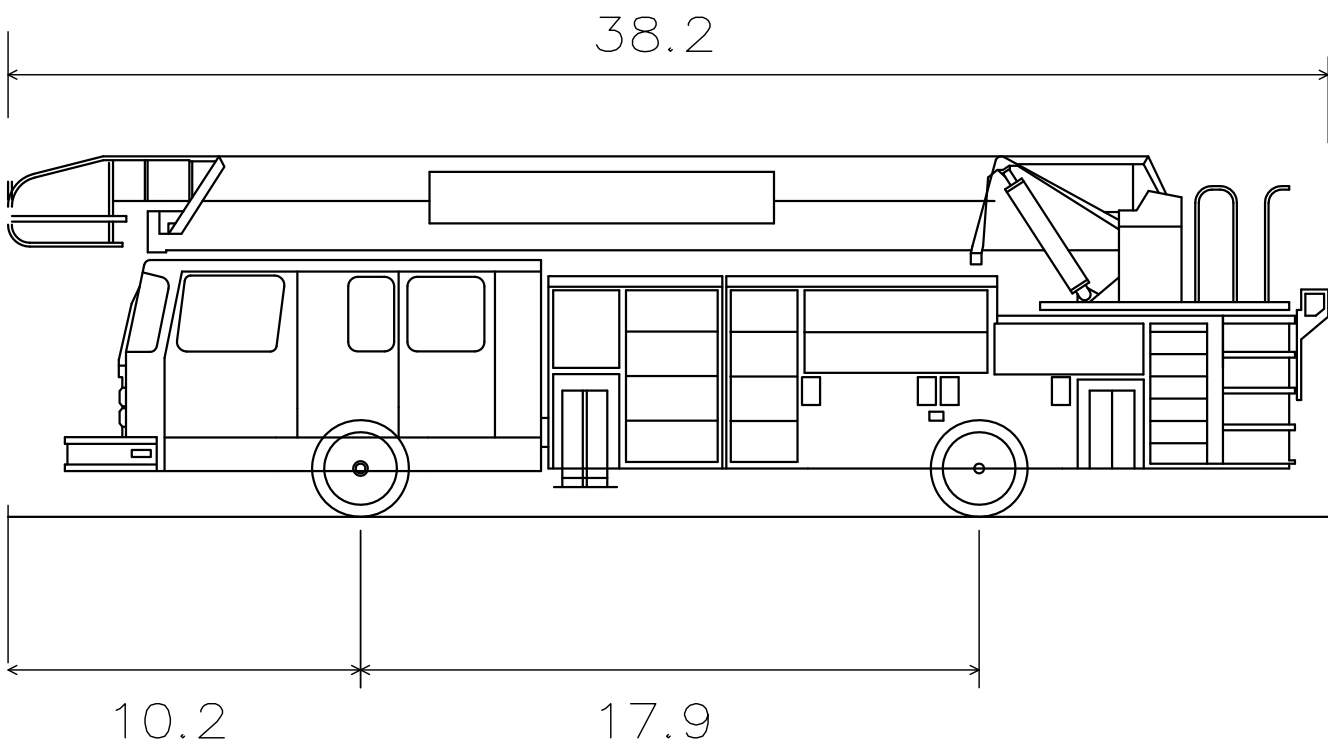
PLSUB-2020-06-00070
PLSP-2020-06-0052



**PLAN PREPARED FOR
PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION**



FIRE TRUCK LADDER 1
SWEPT 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
APRIL 12, 2021
UPDATED: DEC. 6, 2021
SCALE: 1"=20'

ADDRESS: 31 FAIRGROUNDS ROAD
ASSESSOR MAP 67 PARCEL 149
OWNER:
NHA PROPERTIES, INC.
DEED REFERENCES:
BOOK 1802, PG 341
PLAN REFERENCE:
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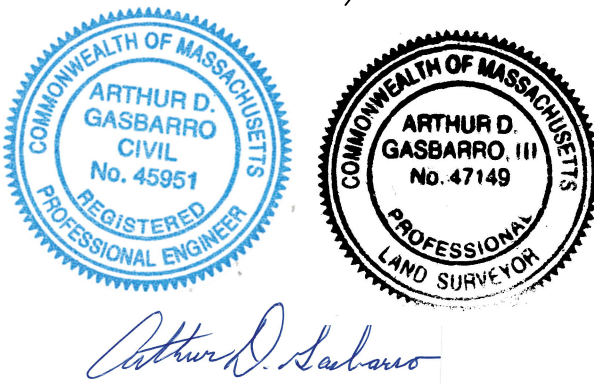


NANTUCKET
ENGINEERING
& SURVEY, PC
20 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-5053

Nantucket Planning Board
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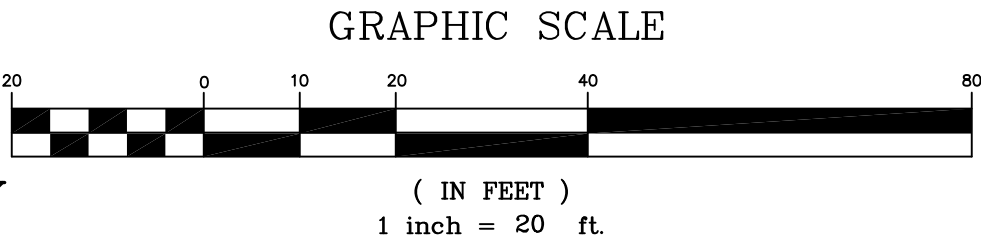
DATE SIGNED

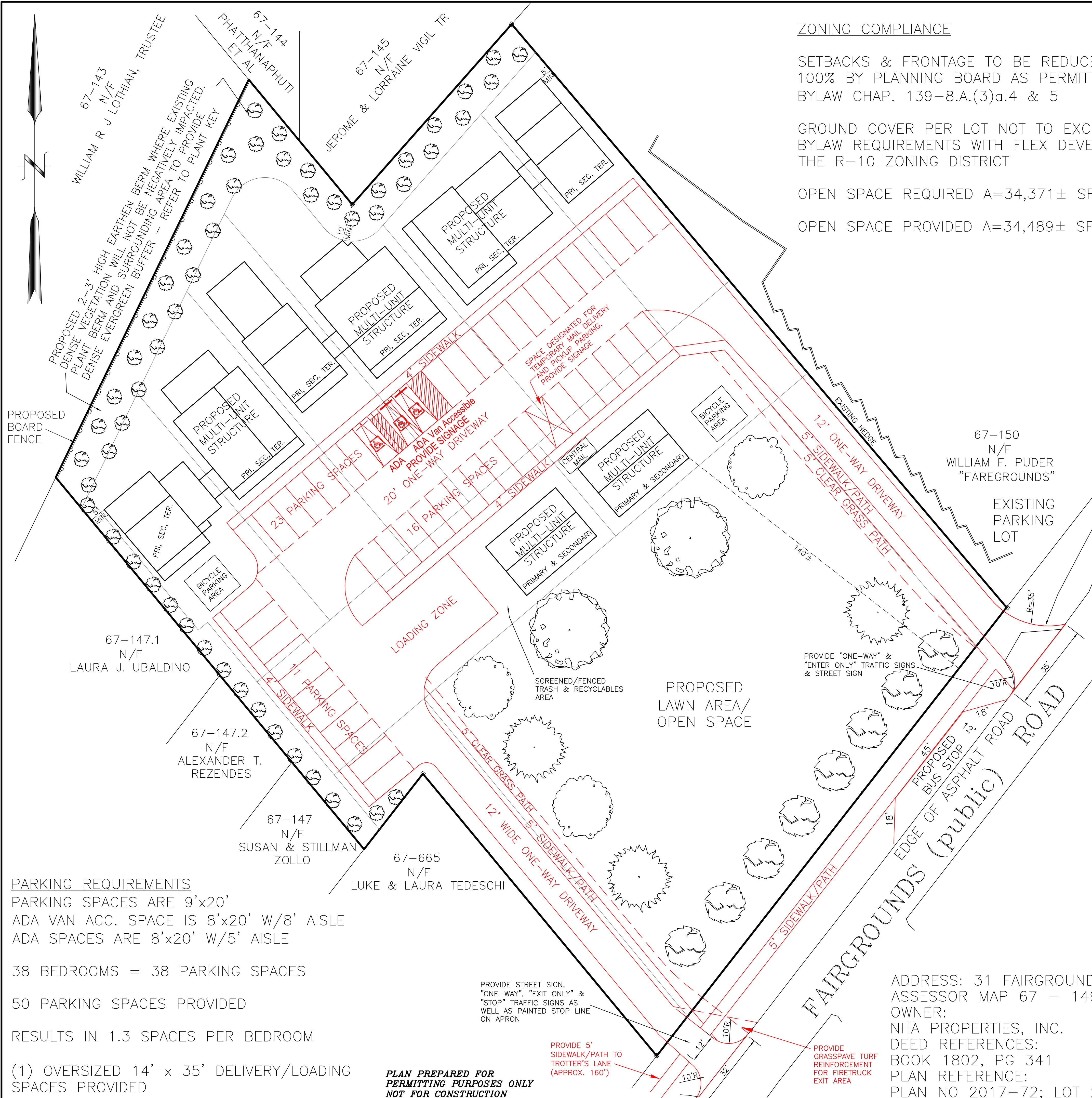
PLSUB-2020-06-00070
PLSP-2020-06-0052
FILE #



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=34,489± SF

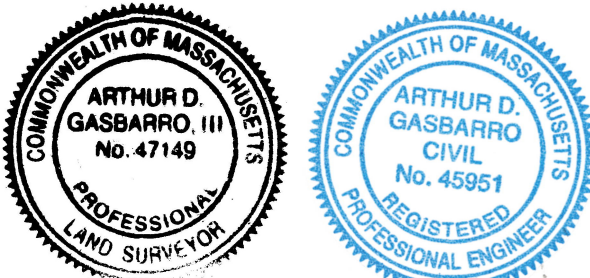
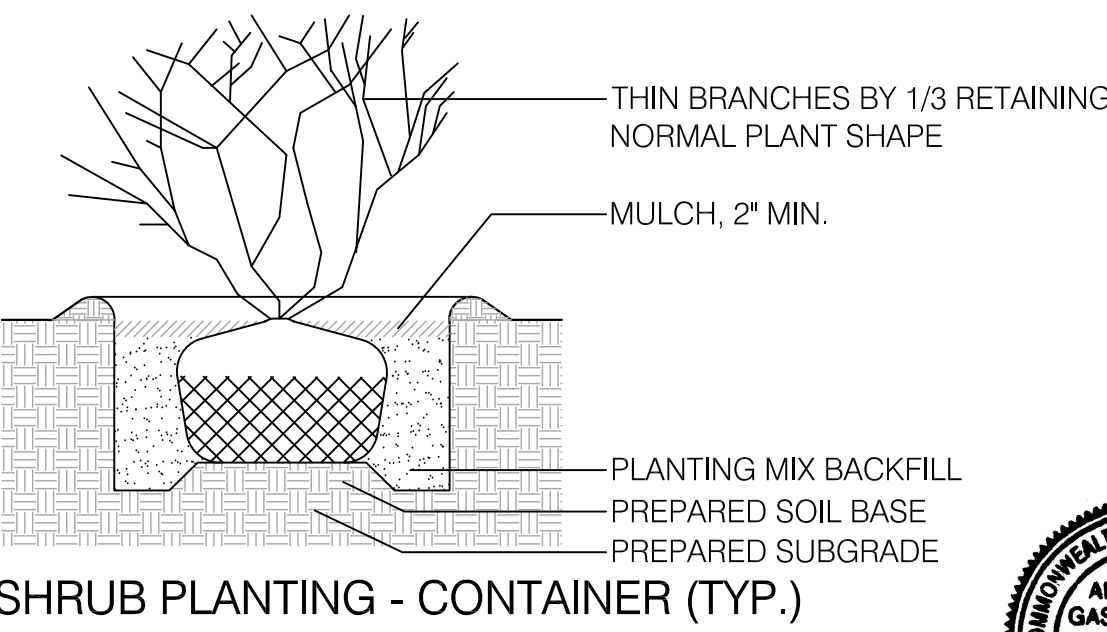
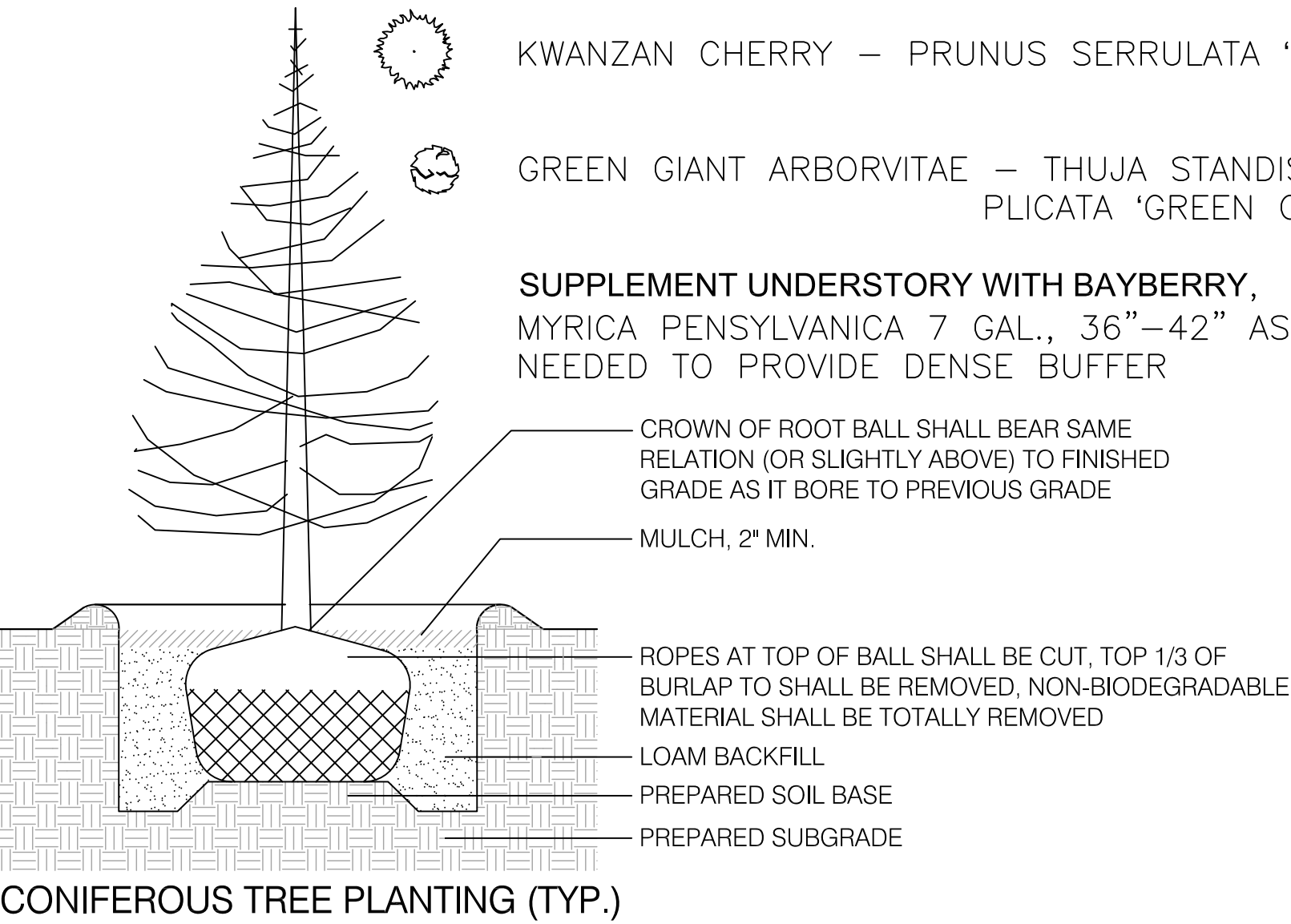
PLANTING NOTES:

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



Arthur D. Gasbarro

**LANDSCAPE & LAYOUT
PLAN OF LAND
IN NANTUCKET, MA
APRIL 12, 2021
UPDATED: DEC. 6, 2021
SCALE: 1"=20'**



ADDRESS: 31 FAIRGROUNDS RD
ASSESSOR MAP 67 – 149
OWNER:
NHA PROPERTIES, INC.
DEED REFERENCES:
BOOK 1802, PG 341
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22

PARKING REQUIREMENTS
PARKING SPACES ARE 9'x20'
ADA VAN ACC. SPACE IS 8'x20' W/8' AISLE
ADA SPACES ARE 8'x20' W/5' AISLE

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

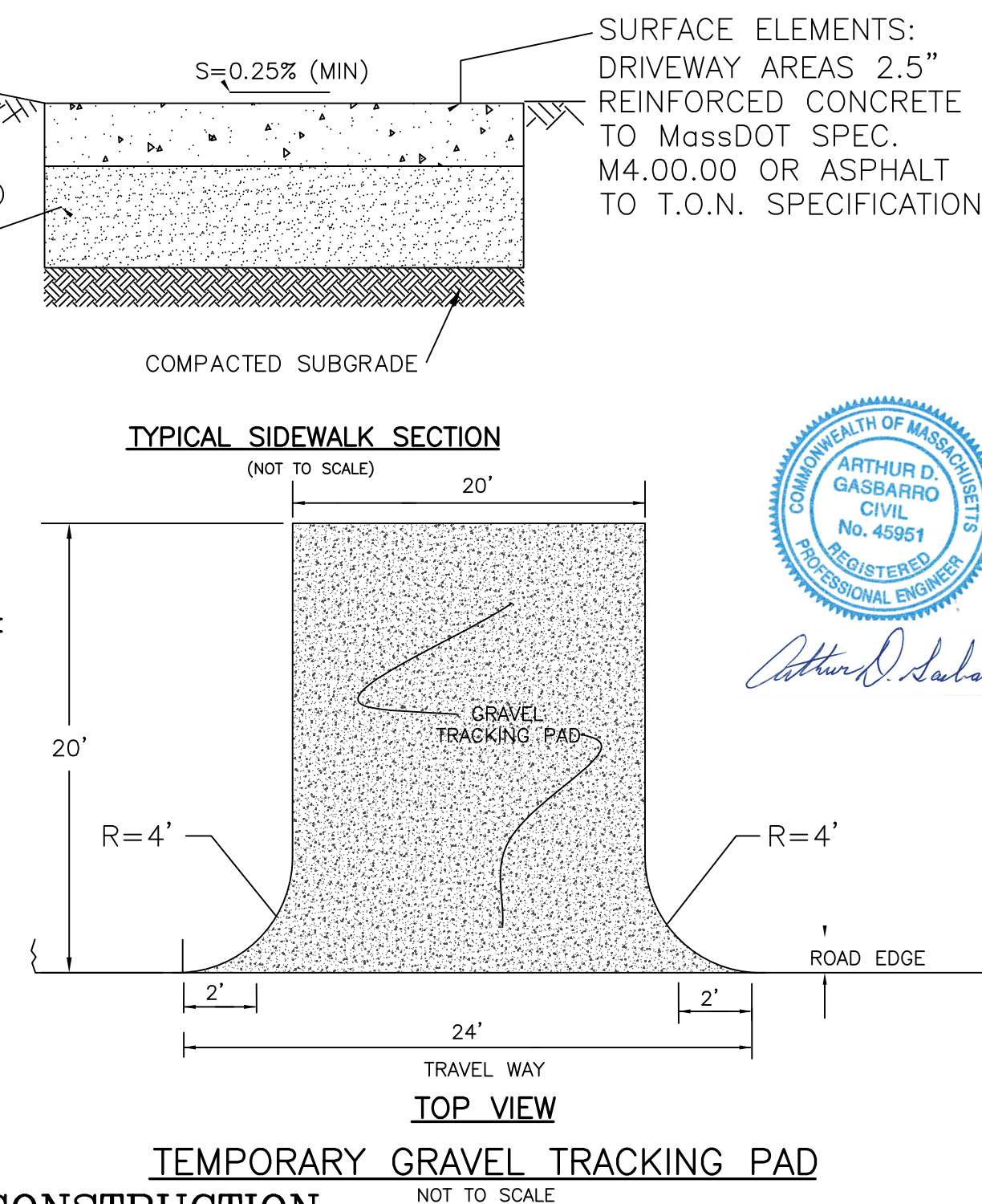
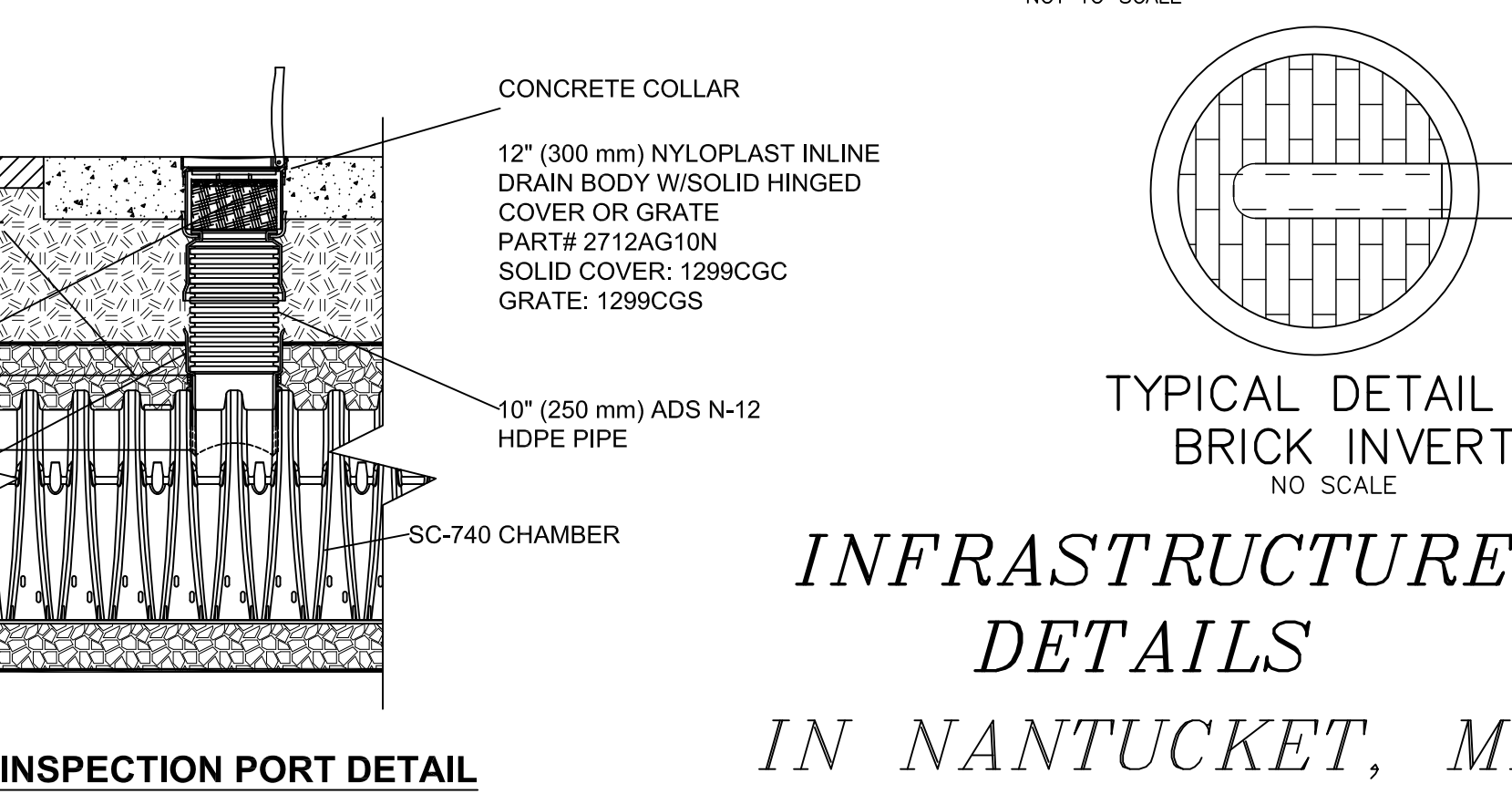
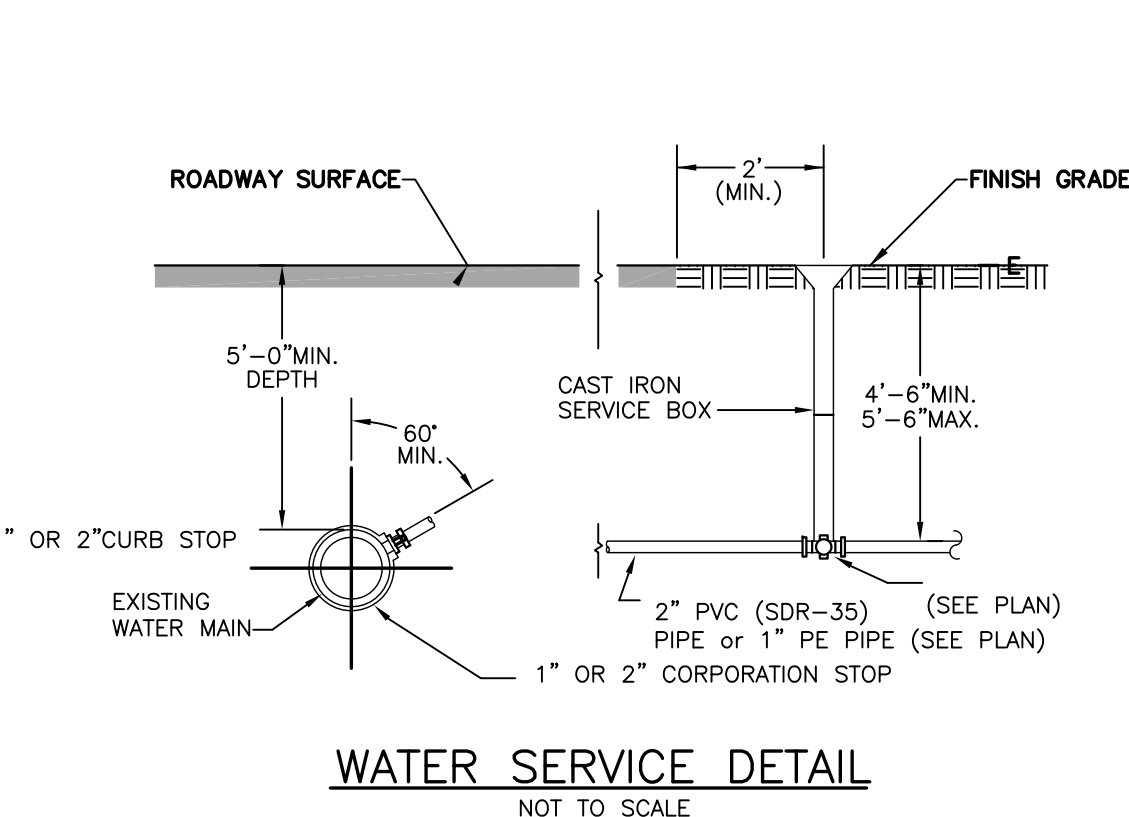
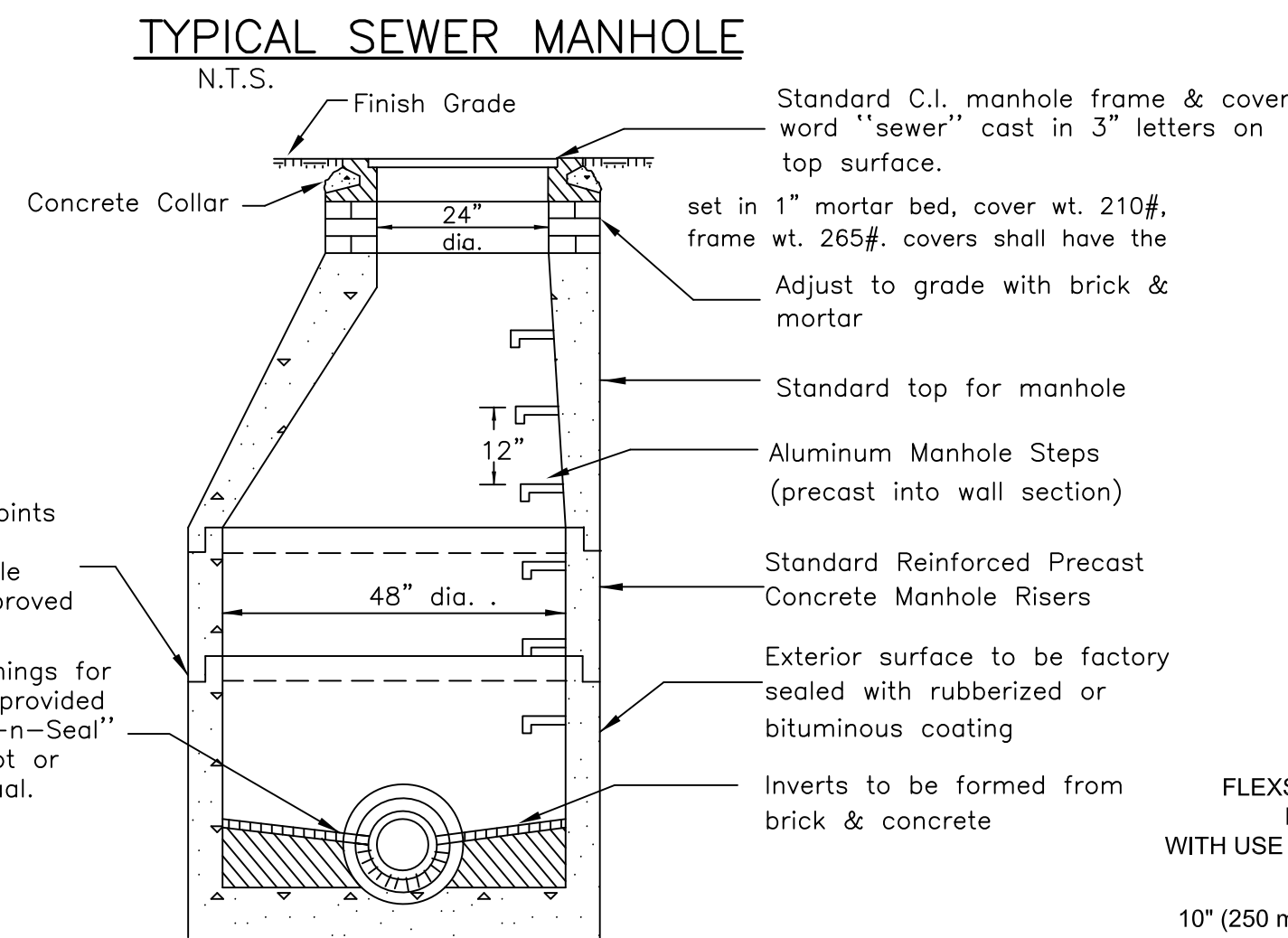
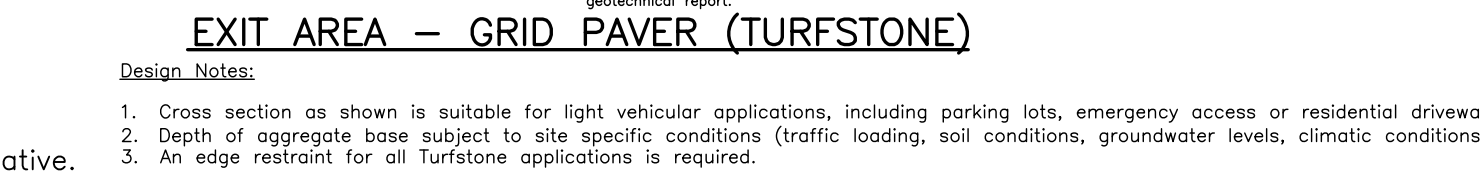
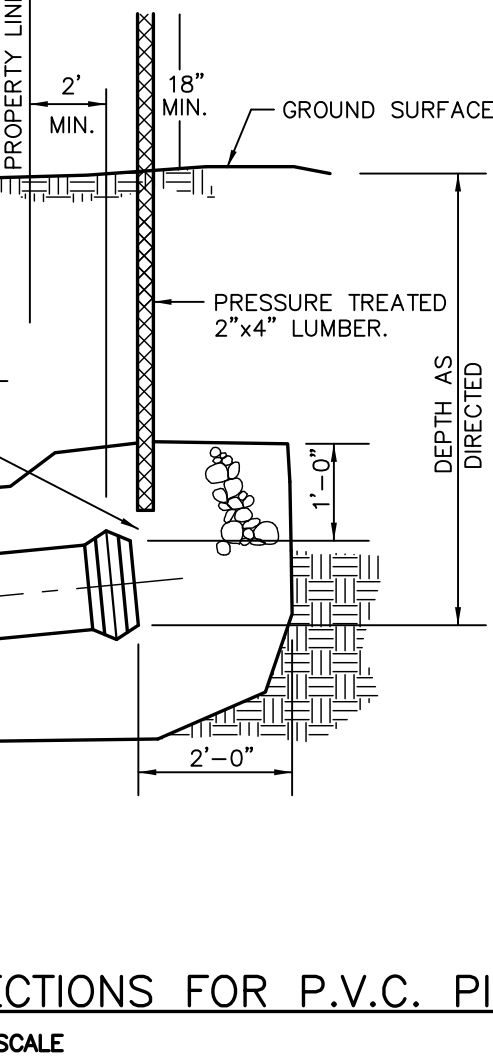
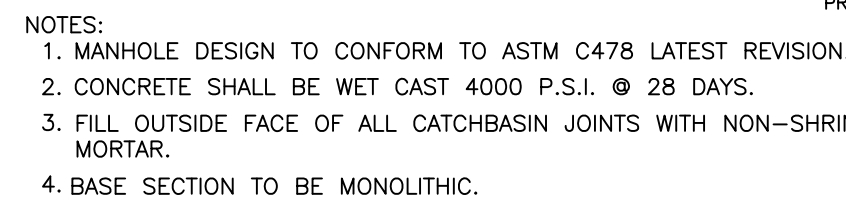
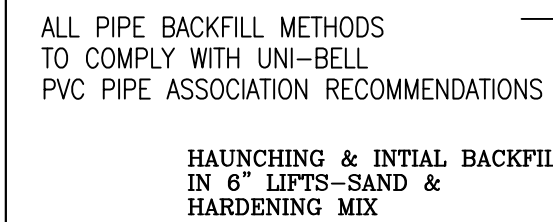
**PLAN PREPARED FOR PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION**

Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRED

DATE SIGNED	FILE #

PLSUB-2020-06-00070
PLSP-2020-06-0052

- 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 Freean #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.I.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 Company. 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 electric 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 that 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 must ensure that work must meet or exceed these specifications or he/she will be responsible for any upgrades to the required standards.



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

COLLAR

NYLOPLAST INLINE
W/SOLID HINGED
GRATE
2AG10N
ER: 1299CGC
99CGS

ADS N-12

TYPICAL DETAIL
BRICK INVERT
NO. SCALE

INFRASTRUCTURE
DETAILS
IN NANTUCKET, MA
APRIL 12, 2021
UPDATED: DEC. 6, 2021
SCALE: 1"=20'

ADDRESS: 31 FAIRGROUNDS RD
ASSESSOR MAP 67 PARCEL 1
OWNER:
NHA PROPERTIES, INC.
DEED REFERENCES:
BOOK 1802, PG 341
PLAN REFERENCE:
PLAN NO 2017-72; LOT 22



NANTUCKET
ENGINEERING
& SURVEY, PC

20 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-6053

Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRED

PLSUB-2020-06-00070
PLSP-2020-06-0052

DATE SIGNED FILE #

From: [Tucker Holland](#)
To: [Allyson Mitchell](#)
Cc: [Ken Beaugrand](#); [Vicki Marsh](#)
Subject: FW: AHT October 19th meeting - 31 Fairgrounds Update
Date: Friday, December 10, 2021 12:17:04 PM
Attachments: [image001.png](#)

For the packet.

Tucker Holland
Housing Director



m: Town Administration Building, 16 Broad Street -- Office 111, Nantucket, MA 02554
e: tholland@nantucket-ma.gov
p: 508-228-7200 ext. 7023
c: 802-233-3177

From: Tucker Holland
Sent: Wednesday, November 10, 2021 5:09 PM
To: 'Anne Kuszpa' <anne@housingnantucket.org>; 'Anne Kuszpa' <housingnantucket@gmail.com>; 'William Cassidy' <shandala30@aol.com>
Cc: 'Brian Sullivan' <Sully@fishernantucket.com>; 'Brooke Mohr' <ackmohr@gmail.com>; Ken Beaugrand <kbeaugrand@nantucket-ma.gov>; 'Allyson Mitchell' <allyson.mitchell.ack@gmail.com>
Subject: RE: AHT October 19th meeting - 31 Fairgrounds Update

Hi Anne and Billy,

Touching base as we have our November Trust meeting on Tuesday and will need an update on the below during the regular session.

In particular, as you know, it is critically important that the building permits be issued by December 15th for all 22 units with respect to Safe Harbor. (Item highlighted in red below.)

If you have materials you would like to include in the packet for the Trust, please send by noon on Friday and we will include.

Thanks in advance,
Tucker

Tucker Holland

Housing Director



m: Town Administration Building, 16 Broad Street -- Office 111, Nantucket, MA 02554

e: tholland@nantucket-ma.gov

p: 508-228-7200 ext. 7023

c: 802-233-3177

From: Tucker Holland

Sent: Wednesday, October 6, 2021 12:12 PM

To: 'Anne Kuszpa' <anne@housingnantucket.org>; 'Anne Kuszpa' <housingnantucket@gmail.com>; William Cassidy <shandala30@aol.com>

Cc: Brian Sullivan <Sully@fishernantucket.com>; 'Brooke Mohr' <ackmohr@gmail.com>; Ken Beaugrand <kbeaugrand@nantucket-ma.gov>; 'Allyson Mitchell' <allyson.mitchell.ack@gmail.com>

Subject: AHT October 19th meeting - 31 Fairgrounds Update

Hi Anne and Billy,

Just a heads up that we have our monthly meeting on 10/19 at 12:30. It would be great if you could give an update to the board then about where things are at with the Wildflower Acceleration project, and particularly:

- Where are we in the HDC approval process as well as any state-required approvals?
- *When you anticipate pulling building permits for all 22 units? Note that it is important, as we have discussed along the way, that building permits be pulled for all units by December 15th, 2021.*
- When you anticipate the first boxes arriving?
- When you anticipate the first units being available for occupancy (e.g., CO's) and how many?
- When you anticipate the final units being available for occupancy (e.g., CO's)?
- When you anticipate any exterior work not required for CO's being completed (e.g., final landscaping)?

Thanks!

Tucker

Tucker Holland

Housing Director



m: Town Administration Building, 16 Broad Street -- Office 111, Nantucket, MA 02554

e: tholland@nantucket-ma.gov

p: 508-228-7200 ext. 7023

c: 802-233-3177

This email was scanned by Bitdefender

From: [Tucker Holland](#)
To: [Allyson Mitchell](#)
Cc: [Ken Beaugrand](#); [Vicki Marsh](#)
Subject: FW: 31 Fairgrounds
Date: Friday, December 10, 2021 12:15:37 PM
Attachments: [31 Fairgrounds Timetable_20July2021.docx](#)
[image001.png](#)

Please include the e-mail and the document in the packet.

Tucker Holland
Housing Director



m: Town Administration Building, 16 Broad Street -- Office 111, Nantucket, MA 02554
e: tholland@nantucket-ma.gov
p: 508-228-7200 ext. 7023
c: 802-233-3177

From: Tucker Holland
Sent: Monday, August 23, 2021 10:35 AM
To: 'William Cassidy' <shandala30@aol.com>; 'Anne Kuszpa' <anne@housingnantucket.org>; Anne Kuszpa <housingnantucket@gmail.com>
Subject: 31 Fairgrounds

Hi Billy and Anne,

The Trust has a meeting tomorrow at 12:30 and just thought to check in and see if there is an update to the status of things. Here is the report the Trust reviewed in July.

Don't need a full write-up, but if you had a couple of bullet points as to state approval timing and anticipated building permit issuance for the 24 units, that would just be good to be able to comment on.

You are definitely welcome to join the meeting yet not a command performance.

Thanks very much,
Tucker

Tucker Holland
Housing Director



m: Town Administration Building, 16 Broad Street -- Office 111, Nantucket, MA 02554

e: tholland@nantucket-ma.gov

p: 508-228-7200 ext. 7023

c: 802-233-3177

This email was scanned by Bitdefender



31 Fairgrounds – Wiggles Way Affordable Rentals Timetable

AHT July 20th, 2021 Discussion Document

Per Housing Nantucket and Billy Cassidy

Special Permit Filing Date:	Dec 18, 2020
Amended Special Permit Filing Date:	June 7, 2021
HDC process:	Buildings 1,2,3 & 8 began review process on July 6th Buildings 6 & 7 were submitted on July 12 th Buildings 4&5 are under ADA review due to enhanced features and will hopefully be available for submission by first week of August.
When you might expect HDC approval:	Building 3 has received our first approval. We now anticipate a rolling approval process requiring perhaps 3 meetings per structure, with staff approval of anything beyond that point.
When module will be ordered:	The engineering staff at KBS is already actively engaged in work on Building 3. The first “soft order” has occurred. KBS is now based upon preexisting relationships, understanding that time is of the essence and setting aside formal protocol. Fine tuning of interiors, etc., will likely dictate a “formal order” of August 15th, or thereabouts.
Site work in prep for modular arrival:	Buildings were removed from the site in June to prep for modular arrival. Significant site work to begin week of September 13th.
Anticipated modular components arrival:	Modular components will begin to arrive week of 10/25.
Building permits:	All building permits should be in hand by October 15.

Construction period:

Mid-September to June 2022

Landscaping:

Landscaping will track construction. There will be new perimeter privacy fencing and attendant planting occurring during fall and early winter.

Anticipated Occupancy:

July 2022

(First homes will be available for occupancy 2nd Quarter of 2022, though Fairgrounds Common will still be a construction site. This will require review.)

Supplemental information regarding: An Act Amending the Nantucket Planning and Economic Development (NP&EDC, or “The Planning Commission”)

Why should I vote YES? A YES vote will approve key structural reforms that make the Planning Commission more accountable to voters, more inclusive, and with a more specific mission of planning for sustainable growth. These changes should improve both the transparency and efficacy of the Commission.

What is the Planning Commission? The NP&EDC, aka the Planning Commission, is responsible for comprehensive long-range planning in the Town and County of Nantucket. It was created by a Special Act of the State Legislature in 1973 as one of the Commonwealth’s 13 Regional Planning Agencies (RPAs). The Planning Commission is independent from the Select Board, The Planning Board, and Town Administration. It is funded by grants from state and federal agencies, foundations, private organizations, as well as by appropriations by Town Meeting. It oversees the Planning Director, and it recommends comprehensive plans and actions to Town Meeting and to other Town and County boards and commissions. It is Nantucket’s Regional Planning Agency (RPA) and functions as a Metropolitan Planning Organization (MPO) for state and federal funding purposes. The Planning Commission plays a critically important role for the long-range future of Nantucket.

Who currently serves on the Planning Commission? Today, the Commission is an eleven-person composite board:

- All five elected members of the Planning Board are automatically appointed
- one member of the Conservation Commission is chosen by the Con Com
- one member of the County Commissioners is chosen by the County Commissioners
- one member of the Housing Authority is chosen by the Housing Authority
- three appointed at-large members are chosen by the Planning Commission itself
- The DPW Director had been a member ex-officio, but this seat was officially removed in 2019.

How is the Planning Commission different from the Planning Board?

- The Planning *Commission* is **advisory** – it recommends comprehensive plans and development initiatives to both the Planning Board and the Select Board. As the Regional Planning Agency for Nantucket, it develops transportation plans and projects (e.g., roundabouts, bike paths, road and pedestrian safety, public transit).
- The Planning *Board* is **regulatory**. It reviews applications for subdivisions, approval-not-required plans, and special permits for major commercial developments ensuring that development conforms with Nantucket’s regulations and zoning by-laws.

What changes is this article proposing? This article seeks to increase the Planning Commission's accountability to voters and its focus on protection of Nantucket's environment and quality of life on Nantucket. The warrant proposes several key changes:

1. Changes to mission and name

- The mission is expanded to include protection of environmental and cultural resources, affordable housing, quality of life, and balanced growth.
- The name is changed and simplified to the "Nantucket Planning Commission."

2. Changes to membership and composition

Before	After
All 5 members of Planning Board	3 members of Planning Board
1 member of County Commissioners	unchanged
1 member of Conservation Commission	unchanged
1 member of Housing Authority	1 member of Affordable Housing Trust
3 people <i>appointed</i> by the NP&EDC	3 people <i>elected</i> by the voters
Cultural Resources unrepresented	1 member of the Historical Commission
Director of DPW removed in 2019	Director of DPW reinstated
<i>11 members total</i>	<i>11 members total</i>

3. Changes to reporting requirements

- It requires the Chair to make an annual report to voters. Currently, the NP&EDC is not required to report and does not make a regular annual report to the County Commissioners, at Town Meeting, or in the Town Annual Report.

Will this amendment increase costs or decrease federal or state funding? No.

Will this article affect how the Planning Board issues permits? No. There is no change to the Planning Board or its process.

Why is this article being proposed? The signers are proposing this citizen's warrant article because long-range planning is critical for protection of our environment and quality of life.

- Planning is why Nantucket has the Land Bank.
- It's why we have a restrictive Major Commercial Development code with inclusionary zoning for affordable housing purposes.
- It's why we banned cruise ship terminals and franchise stores.
- It's why Nantucket has a vision and mission which is: "*to create and sustain a healthy community, one whose residents have stability and security, with resources protected for future generations.*" (2009 Nantucket Master Plan).

As Nantucket faces the effects of rising seas, an active and accountable Planning Commission is more important than ever. Long-range planning must be a *continuous* process. But Nantucket's major planning documents (the Municipal Harbor Plan, the Open Space Plan, and the Master

Plan) are all at least 12 years old and planning has not been continuous. Other committees and commissions are stepping in to fill the gaps.

Aren't these lapses simply due to COVID and staffing challenges? The lack of long-range planning predates Covid. Meanwhile, many other Town departments and commissions have moved ahead with major plans and projects, despite the challenges of staffing shortages and Covid.

Isn't it difficult to amend a Special Act? No. This Special Act has been amended twice in the past ten years (in 2019, to remove the DPW Director, and in 2011, to add guidelines for declaring a Development of Regional Economic Impact). State Representative Dylan Fernandes said if the voters of Nantucket pass this article at Town Meeting, he will support it for approval by the State as quickly as possible. If Nantucket sends it up right away, the process could take two years, or, at most, three.

Without accountability, even the best-intentioned commissions can lose track of their purpose and efficacy. It's time to update the NP&EDC. It must be accountable to the voters. It should no longer appoint its own at-large members. Its mission must be consistent with Nantucket's vision for quality of life and sustainability. It should not be allowed to work on behalf of the Island, for over a decade, without reporting directly to the people of Nantucket.

For all these reasons, please vote YES to improve the NP&EDC and create a new, invigorated, well-rounded, transparent, and accountable Nantucket Planning Commission.

ADDITIONAL BACKGROUND RESEARCH

How does the Nantucket Planning & Economic Development Commission compare to neighboring Planning Commissions?

The Nantucket Planning Commission differs from The Cape Cod Commission and Martha's Vineyard Commission in three important ways:

- Composition
- Mission
- Powers

Composition

- Martha's Vineyard (Dukes County) has 21 Commissioners
 - One Selectman or a resident registered to vote from each town, appointed by the board of selectmen from that town
 - Nine persons elected at large island wide, provided that there shall not be less than one person nor more than two persons elected from each town on Martha's Vineyard
 - One County Commissioner or designee of the Board of County Commissioners
 - one member of the cabinet, or his designee, appointed by the governor

- four persons whose principal residence is not Martha's Vineyard to be appointed by the Governor, said persons to have a voice but not vote in deciding matters before the Commission.
- The Cape Cod Commission (Barnstable County) has 19 Commissioners:
 - 15 members, one each appointed by the Select Board of each of 15 towns
 - One county commissioner appointed by the board of the County Commissioners
 - One Native American appointed by the board of county commissioners
 - one minority appointed by the Board of County Commissioners
 - one minority appointed by the Governor, serving in an advisory role only
 - The 18 voting members each have one vote

Observations

Nantucket is unique in several ways:

- Nantucket is the only Regional Planning Agency that is comprised of only one town.
- Neighboring Planning Commissions do not include members of town Planning Boards, unless as designees of the Select Boards.
- Sitting members of the NP&EDC appoint three at-large members to the Commission. There are no other appointed or elected commissions on Nantucket which appoint their own at-large members. Neighboring planning commissions do not appoint their own members.
- Nantucket has no non-voting appointees and no Governor's appointee.

Mission

The Martha's Vineyard Commission Act says:

- The purpose of the commission created by this act shall be to further protect the health, safety and general welfare of island residents and visitors by preserving and conserving for the enjoyment of present and future generations the unique natural, historical, ecological, scientific, and cultural values of Martha's Vineyard which contribute to public enjoyment, inspiration and scientific study, by protecting these values from development and uses which would impair them, and by promoting the enhancement of sound local economies.

The Cape Cod Commission Act says:

- The purpose of the Cape Cod Commission shall be to further: the conservation and preservation of natural undeveloped areas, wildlife, flora and habitats for endangered species; the preservation of coastal resources including aquaculture; the protection of groundwater, surface water and ocean water quality, as well as the other natural resources of Cape Cod; balanced economic growth; the provision of adequate capital facilities, including transportation, water supply, and solid, sanitary and hazardous waste disposal facilities; the coordination of the provision of adequate capital facilities with the achievement of other goals; the development of an adequate supply of fair

affordable housing; and the preservation of historical, cultural, archaeological, architectural, and recreational values.

The Nantucket Planning & Economic Development Commission Act says:

- In order to plan for the orderly and coordinated development and protection of the physical, social and economic resources of the Island of Nantucket, there is hereby established the Nantucket Planning and Economic Development Commission. The Commission shall be responsible for the preparation of comprehensive plans for the physical, social and economic development of said county and town and shall make recommendations for action to implement said plans to the responsible county and town agencies.

Observations

The CCC and MVC specifically seek balanced and/or sustainable growth, specifically plan for protection of the environment and environmental resources, cultural resources, and quality of life. The CCC also highlights planning for affordable housing.

Powers

The Cape Cod and Martha's Vineyard Commission are both RPAs (and MPOs) which, like Nantucket, create transportation plans, apply for transportation and other development grants, administer TIP funds, and create a variety of plans (development, housing, etc.) for the region.

- All three commissions have the ability to identify, designate, and regulate Developments of Regional Impact (Nantucket calls these DREIPs) but differ in how they define these.
- The MV and CC Commissions have an additional power, which is to designate and regulate Districts of Critical Planning Concern (DCPC). This power is granted by the Commonwealth because of fragile regional environments or extraordinary cultural landscapes and historic towns.
- **DCPCs allow CCC and MVC to ban fertilizer use outright (Nantucket does not have the ability to ban fertilizer use).**
- DCPCs allow the Commissions to pause development while necessary zoning tools and regulations are adopted to address critical concerns. New zoning or other regulatory changes override pre-existing unexercised grandfathered rights.

Observations

The powers granted by the Commonwealth to the CCC and MVC are unique among RPAs in the state. Because Nantucket has only one town, it does not need to coordinate among multiple towns' zoning and permitting laws. Nonetheless, there are attractive elements to the ability to designate DCPCs.

Resources and References

<https://www.mvcommission.org/dcpcs>

<https://www.capecodcommission.org/about-us/ccc-act>

<https://ecode360.com/15338757>

<https://www.nantucket-ma.gov/306/Planning-Economic-Development-Commission>

<https://www.nantucket-ma.gov/DocumentCenter/View/29539/Nantucket-PLUS-Study---Project-Report---Revised1?bidId=>

Citizen Warrant Article

Primary Sponsor

Name: Hillary Hedges Rayport

Address: 89 Main Street, Nantucket, MA 02554

Email: hrayport@mac.com

Phone #: 617-697-6429

Warrant Article Title: An Act Amending the Nantucket Planning
and Economic Development Commission

To see if the Town will vote to (may attach body of article on separate page):

See attached pages

; or otherwise act thereon.

Home Rule Petition: An Act Amending the Nantucket Planning and Economic Development Commission.

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending Chapter 561 of the Acts of 1973, as amended, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage. *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text):*

AN ACT Relative to the Nantucket Planning and Economic Development Commission.

Be it enacted, etc., as follows:

SECTION 1. In order to plan for the orderly and coordinated development and protection of the physical, environmental, cultural, social and economic resources of the Island of Nantucket, there is hereby established the Nantucket Planning and Economic Development Commission, hereinafter called the "Planning Commission;" or the "Commission." The purpose of the Planning Commission is to plan for: balanced economic growth, the preservation of natural resources including open space, coastal resources, ground and surface water and ocean quality as well as other natural resources of Nantucket, the provision of adequate capital facilities, including transportation; the development of an adequate supply of fair affordable housing; and the preservation of historical, cultural, and recreational values. The Planning Commission shall consist of eleven (11) members as follows: ~~the members~~ (3) three representatives of the Planning Board of the Town of Nantucket, to be appointed annually by said Planning Board; one (1) representative of the Nantucket Housing Authority ~~The Nantucket Affordable Housing Trust~~, to be appointed annually by said Authority Trust; one (1) representative of the County Commissioners of Nantucket County to be appointed annually by said County Commissioners; one (1) representative of the Conservation Commission to be appointed annually by said Conservation Commission; one (1) member of the Nantucket Historical Commission to be appointed annually by said Historical Commission; The Director of the Nantucket Department of Public Works or his or her designee which shall be designated by the Town Manager of said town; and three (3) persons to be elected. ~~appointed at large by the Commission; one (1) for a term of one (1) year, and one (1) for a term of two (2) years and one (1) for a term of three (3) years.~~

At the first annual election held after the effective date of this Act, three members shall be elected as follows: one (1) to serve for one (1) year, one (1) for two (2) years, and one (1) for three (3) years, and thereafter when the term of any elected member expires, his or her successor shall be elected to serve for three (3) years. In all cases the members shall serve until their successors are elected and qualified.

Any vacancy in the elected membership shall be filled by a majority vote of the Nantucket Planning Commission, said vacancy to be filled for the remainder of the unexpired term.

After the first annual election held after the effective date of this Act, the Planning Board shall appoint three of its members for a term of one year each, and the following appointments shall be made: a member of the Affordable Housing Trust, a County Commissioner, a member of the Historical Commission, a member of the Conservation Commission, and the Director of the Department of Public Works, each to serve for a term of one year.

SECTION 2. The Planning Commission shall be responsible for the preparation of comprehensive plans for the protection of the physical, and social and environment, economy, ~~is development~~ and general quality of life of ~~said county and town~~ the Town and County of Nantucket and shall make recommendations for action to implement said plans to the responsible county and town agencies. Such plans shall include, but not be limited to, the preparation of studies, research reports and maps of natural and cultural resources, land utilization, economic development, recreation and conservation, transportation and population characteristics. In order to carry out these responsibilities, the Commission may retain such experts as may be required.

Section 2A. The Planning Commission shall produce and make available a written report of its activities, annually.

SECTION 3. To meet the expenses incurred under this Act, the Planning Commission may expend from the treasury of the Town of Nantucket such sums as may be appropriated therefor by said town. All bills incurred in carrying out the provisions of this Act shall be accompanied by proper vouchers and shall be paid by the Town Treasurer of said town only on warrants approved by the Commission or a committee appointed by it for such purpose. Voluntary contributions, either public or private, for such purposes may be deposited in said treasury. No appointments shall be made and no money shall be expended hereunder except by the affirmative vote of a majority of the members of said Commission. No moneys expended under this Act shall be used for recreational advertising or promotion. The Planning Commission may be designated by any state or federal agency to participate in or receive funds and technical assistance from any state or federal programs, especially as those programs relate to environmental protection, conservation, land planning, water and air quality control, economic development, transportation or the development of region-wide public services.

SECTION 4. Within 30 days following each annual Town election, ~~The Planning Commission shall elect a Chairman and such other officers as it may, by rule, provide~~ Vice Chairman, and may make such other rules and regulations not inconsistent with the provisions of this Act as it may, by majority vote, provide. Each member of the Commission shall have one (1) vote. Members of the Commission shall serve without compensation. The duties of the Chairman include:

- a) Presiding over all meetings of the Planning Commission with the right to vote on all questions, absent conflict of interest, and to propose the agenda prior to each such meeting;
- b) Reporting annually to the people of the Town on the work of the previous year.

Section 4A. The Planning Commission shall be one (1) of the Commonwealth's regional planning agencies.

Section 4B PLACEHOLDER

Section 4B.C. Certain developments of regional economic impact as hereinafter defined proposed to be constructed within the limits of the town of Nantucket shall not be constructed within that town without a Development of Regional Economic Impact Permit, hereinafter referred to as DREIP, issued by majority vote of the Commission. A DREIP shall be in addition to and not a substitute for, nor shall it in any way detract from, any permit, license, approval or other permission issued by the town of Nantucket or any other applicable governmental authority.

Section 4B.D. Developments of regional economic impact shall be those large-scale commercial and industrial developments that have the potential to impact the appearance, society and economy of the town of Nantucket that exceed any 1 of the following minimum thresholds:

- (1) 30,000 gross square feet of interior space in a single building or on a single lot for retail, manufacturing or industrial use;
- (2) 40,000 square feet of exterior storage, exterior industrial use;
- (3) alterations to more than 5 acres of shore, beach, seacoast, pond, marsh, dune, woodland, grassland, heathland, wetland, endangered species habitat, aquifer or other resource area for commercial or industrial use; or
- (4) any commercial or industrial use that requires more than 100 parking spaces as determined by the zoning by-law of the town of Nantucket.

Section 4B.E. The Commission shall by majority vote adopt rules and regulations for the issuance of a DREIP after a public hearing, with a minimum of 14 days prior notice to the Select Board of selectmen of the town of Nantucket of the time and place of such hearing; provided, however, that the rules and regulations shall not take effect except upon an affirmative vote of a simple majority of voters of the town of Nantucket at a duly scheduled town meeting. The rules and regulations shall include specific time lines for action by the Commission, including, without limitation, that the Commission shall file a written decision with the town clerk within 180 days of the Commission's receipt of a complete application for the issuance of a DREIP, and standards and criteria to assess visual and environmental impacts, employment characteristics and requirements for municipal or regional services including solid waste disposal, water, sewer, tourist services and facilities, transportation and education. The rules and

regulations shall provide that the eCCommission shall issue a DREIP upon making the following findings:

- (1) the probable benefit of the proposed project will exceed the probable detriment;
- (2) the proposed project is in compliance with any master plan adopted by the community pursuant to section 81D of chapter 41 of the General Laws or other authority; and
- (3) there are no practical, feasible or practicable options or alternatives that might otherwise be employed due to unique physical, social or economic conditions related to the town of Nantucket's island location.

SECTION 5. This Act shall take effect upon its passage.

PURCHASE AND SALE AGREEMENT ("Agreement")

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT December _____, 2021.

1.2 PREMISES: Two certain parcels of land located at 12 Bartlett Road and 12R Bartlett Road, Nantucket, Massachusetts together with the buildings thereon shown as Lots B and C on a plan of land prepared by Nantucket Surveyors, Inc. dated April 2, 1995, recorded with Nantucket County Registry of Deeds in Plan File 46-J.

1.3 SELLER: Bear Vault LLC, a Massachusetts limited liability company. For Seller's title, see Deed recorded with Nantucket Deeds at Book 1671, Page 39.

Address: c/o Vaughan, Dale, Hunter, Beaudette and Swain, P.C. [2 Whaler's Lane
P.O. Box 659
Nantucket, MA 02554

SELLER's Attorney: Kevin F. Dale, Esq.

Address: Vaughan, Dale, Hunter, Beaudette and Swain, P.C.
2 Whaler's Lane
P.O. Box 659
Nantucket, MA 02554

Phone: 508-228-4455 Fax: 508-228-5009

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

Address: 2 Fairgrounds Road
Nantucket, Massachusetts 02554

BUYER's Attorney: Vicki S. Marsh, Esq.

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

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

1.5 PURCHASE PRICE: The total purchase price for the Premises is Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) that will be paid at the time of delivery of the Deed by bank check, municipal treasurer's check or wire transfer at SELLER'S option.

1.6 CLOSING DATE: February 15, 2022 at 11:00 a.m. Time is of the essence.

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

2. Buildings, Structures, Improvements, Fixtures. -

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

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then-current year as are not due and payable on the date of the delivery of the deed;
- (c) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for affordable housing purposes; and
- (d) An affordable housing restriction shall be set forth in the Deed from Seller to Buyer restricting the Buyer's use of the Premises to residential year-round affordable housing purposes, but if, despite the Buyer's diligent efforts to use the Premises for these purposes it is unable to do so, then the Buyer at its discretion may convey the Premises to a third party with one hundred percent (100%) of the proceeds from the sale being deposited in the Buyer's accounts to be used solely for affordable housing purposes.

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

5. Registered Title. In addition to the foregoing, if the title to the Premises is registered, said deed will be in a form sufficient to entitle BUYER to a Certificate of Title of the Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

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

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

8. Failure to Perfect Title. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, then all obligations of the parties hereto will cease and this Agreement will be void without recourse to the parties hereto, subject to BUYER'S rights under **Section 9** below.

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

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

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

12. Adjustments. Unpaid real estate taxes for the then-current fiscal year will be adjusted as of the closing date in accordance with G.L. c. 59, §72, and the net amount thereof, will be added to or deducted from, as the case may be, the purchase price payable by -BUYER at

the time of delivery of the deed. Any taxes paid by SELLER prior to the closing will not be refunded. If the amount of said taxes is not known at the time of delivery of the deed, they will be apportioned on the basis of the taxes assessed for the preceding fiscal year.

13. Brokers. A Broker's fee for professional services for \$[137,500.00 will] be due from SELLER to Fisher Real Estate, only if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise, The Broker named herein warrants that it is duly licensed as such by the Commonwealth of Massachusetts.

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

- (a) BUYER will have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property. For acquisition of real property determined to be unique, thirty (30) days will have elapsed since the date of publication of BUYER's determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute;
- (b) SELLER will have complied with the disclosure provisions of G.L. c.7C, §38; SELLER hereby agrees to execute a "Disclosure Statement for Transactions with a Public Agency Concerning Real Property Pursuant to G.L. c. 7C, § 38;"
- (c) SELLER will have waived any right to claim relocation benefits under the provisions of G.L c. 79A and 760 CMR 27.03, and SELLER will have obtained waivers of relocation benefits under G.L. c. 79A and CMR 27.03 from all tenants and occupants, if any, of the Premises or any portion thereof. SELLER shall warrant and represent in writing at time of closing that there are no tenants or occupants on the Premises;
- (d) BUYER will have inspected the condition of the Premises as set forth in **Section 6**, and, notwithstanding anything herein to the contrary, be satisfied with the conditions thereof, in its sole and absolute discretion;
- (e) Approval by the Town of Nantucket Select Board authorizing BUYER'S acquisition of the Premises with the appropriated Town funds for the payment of the purchase price and costs related thereto; and
- (e) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

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

- (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises;

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

16. Inspection Rights. From and after the date of this Agreement, SELLER agrees to permit BUYER, its employees, agents and independent contractors reasonable access, at reasonable times upon forty-eight (48) hours' notice and at BUYER's sole risk, to enter upon the Premises for the purposes of conducting surveys, inspections and tests, including, without limitation, an environmental site assessment. BUYER, by signing this Agreement, acknowledges that SELLER has informed BUYER of the dilapidated condition of the improvements on the Premises and that it might not be advisable to enter the improvements on the Premises.

17. "AS IS" Condition. BUYER acknowledges that it has been given an opportunity to conduct an inspection of the Premises and that the Premises is being sold on an "AS IS" basis as of the Agreement Delivery Date, normal use excepted, unless the BUYER is not satisfied with any inspections or tests of the land and the buildings thereon, and shall have the sole right to terminate this Agreement upon its completion of the inspections and tests and review of the inspection report of the land and buildings. and that no representations have been made by SELLER with regard to the condition of the Premises except those contained in this Agreement. Buyer acknowledges that the purchase price was determined based upon Buyer accepting the Premises with any and all faults or defects. BUYER shall, to the extent permitted by law, defend, indemnify and hold SELLER harmless against claims for damages or injury arising from said entry, provided that in no event will BUYER be required to indemnify SELLER with respect to any liability caused by any act or omission of SELLER or any agent of SELLER or for which SELLER is legally responsible. -Nothing herein will affect Buyer's rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the Deed.

18. Entire Agreement. BUYER and SELLER agree that they have incorporated in this Agreement their entire understanding and no oral statement of prior written statement made by either of them, or by any other person, extrinsic to this Agreement, shall have any force and effect. BUYER agrees that he is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the premises, or any part thereof, for any purpose, made by any person, other than those representations set forth in this Agreement or in other documents made specifically a part hereof.

19. Affidavits, Deliverables; Etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) Affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue

owner's title insurance policy without exception for those matters-(b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; and (d) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

20. Title Standards. Any matter or practice arising under or relating to this Agreement that is the subject of a title standard or a practice standard of the Real Estate Bar Association (REBA) at the time for delivery of the deed will be covered by said title standard or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.

21. Notices. Any notice required or permitted to be given under this Agreement must be in writing and signed by the party or the party's attorney or agent and will be deemed to have been given: (a) when delivered by hand[and a receipt therefor received, or (b) on the first business day after the date when sent by Federal Express or other similar courier service for next-day delivery, or (c) five (5) business days after the date when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery (provided that such facsimile delivery is promptly followed by one of the other permitted forms of notice contained herein), to the party with a copy to the party's attorney at the addresses set forth in **Section 1**.

22. Taking; Property Loss. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, then BUYER may, at its sole option, terminate this Agreement without recourse. On the other hand, the Premises are or other property loss, BUYER will not have the right to terminate this Agreement because the improvements on the Premises are of no value and are slated to be demolished by BUYER. All risk of loss will stay with SELLER until the recording of the deed and SELLER will be entitled to retain any property loss insurance proceeds payable up to the date of the closing.

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

24. Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate

represented will be bound, and neither SELLER nor BUYER so executing, nor any shareholder or beneficiary of any trust, will be personally liable for any obligation, express or implied, hereunder.

25. Construction of Agreement; Amendment. This Agreement, executed in multiple identical counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties regarding the subject matter of this Agreement], is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder will be joint and several.

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

27. Partial Invalidity. If any term or provision of this Agreement is to any extent or for any reason held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.

28. Seller's Representations as to Condition of Premises. To the best of SELLER's knowledge, SELLER represents and warrants to BUYER: (a) SELLER has not received written notice of the release or disposal of any [hazardous waste or hazardous material as defined in M.G.L. c. 21E, and in any applicable federal and/or state laws, rules and regulations (Hazardous Waste at or from the Premises; (b) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises; (c) chlordane has not been used as a pesticide on the Premises during its ownership of the Premises up to the Closing Date(d) there is no presence of per- and polyfluoralkyl substance (PFAS) found to be in any ground water or soil on the Premises; and(e) SELLER represents and warrants to BUYER that Seller has not received written notice from any governmental authority or agency having jurisdiction over the Premises of an environmental contamination, or the existence or release of any Hazardous Waste at or near the Premises.

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In witness whereof, the parties hereto sign this Agreement under seal as of this _____ day of _____, 2021.

SELLER: Bear Vault LLC

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

By: _____, Manager

787001v3NANT19710/0012

REVOCABLE LICENSE AGREEMENT

This License Agreement is entered into by and between BEAR VAULT, LLC, a duly formed Massachusetts Limited Liability Company with a mailing address c/o 2 Whaler's Lane, Nantucket, Massachusetts 02554 ("BV"), the owner of the improved real estate located at 12 and 12 R Bartlett Road, Nantucket, Massachusetts 02554 and shown as Lot B and C on a Plan recorded in Plan File 46-J at the Nantucket Registry of Deeds ("BV Land"), and BRIAN SULLIVAN, BROOKE S. MOHR, PENELOPE DEY, DAVID IVERSON, REEMA SHERRY and DAWN E. HILL HOLDGATE, TRUSTEES OF THE TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND u/d/t dated February 10, 2010 and recorded in Book 1221, Page 20 at the Nantucket Registry of Deeds, as amended ("TRUST").

WHEREAS, BV and the Trust have agreed to a Purchase and Sale Agreement for BV's sale of the BV Land and the Trust's purchase of said BV Land;

WHEREAS, the Trust will need to enter the BV Land for the purpose of conducting surveys, inspections tests and an environmental assessment on said BV Land;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration BV hereby grants to the TRUST and its authorized agents, employees and independent contractors a non-exclusive REVOCABLE LICENSE ("License") permitting reasonable access to the BV Land at reasonable times upon forty-eight (48) hours prior notice to

BV for the purpose of conducting surveys, inspections and tests, including, without limitation, an environmental site assessment subject to the following:.

1. Indemnification- By signing this Revocable License Agreement, the TRUST acknowledges that BV has informed the TRUST of the dilapidated condition of the existing improvements on the BV Land and the TRUST shall, to the extent permitted by law, defend, indemnify and hold BV, its members and agents, harmless against claims for damages or injuries arising from said entry, provided that in no event will the TRUST be required to indemnify BV with respect to any liability caused by any negligence or willful misconduct by BV, its members and/or agents. This provision shall survive the expiration or termination of this License.
2. Revocation and Termination- This License may be revoked by either party upon written notice of revocation at least five (5) days prior to the termination date stated within said notice of revocation. In the event that this License is terminated by revocation of either party, then the Trust shall remove all of its apparatus, equipment and personal property from the BV Land.
3. Modifications and Amendments- Modifications or amendment to this License shall be in writing and duly executed by both parties hereto to be effective.
4. Notice- For purposes of this License, unless otherwise provided herein, all notices shall be in writing and shall be deemed to have been duly given when delivered, if sent by registered or certified mail return receipt requested, if delivered personally, or if sent by overnight mail by overnight courier service, to the parties at their respective addresses listed in the first paragraph of this License.

5. No Estate Created- This License shall not be construed as creating or vesting in the Trust any estate in the BV Land, but only the limited right of use as herein stated.
6. Governing Law- This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

WITNESS our hands and seal this _____ day of December, 2021.

GRANTOR:

BEAR VAULT, LLC

By its Attorney,

Kevin F. Dale

Terms of this License accepted and agreed to by:

GRANTEE:

TOWN OF NANTUCKET AFFORDABLE
HOUSING TRUST FUND

By its Board of Trustees

By: _____
Brooke S. Mohr, Vice Chair
And Trustee