

Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
Jason Bridges
Matt Fee
Kristie L. Ferrantella
Melissa Murphy



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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE COUNTY COMMISSIONERS MARCH 24, 2021 - 5:00 PM REMOTE PARTICIPATION VIA ZOOM WEBINAR PURSUANT TO GOVERNOR BAKER'S MARCH 12, 2020 ORDER REGARDING OPEN MEETING LAW NANTUCKET, MASSACHUSETTS

YOU TUBE LINK:

<https://youtu.be/l6lByNRgCI8>

I. CALL TO ORDER

II. ANNOUNCEMENTS

1. The County Commission Meeting is Being Audio/Video Recorded.

III. PUBLIC COMMENT*

IV. NEW BUSINESS*

V. APPROVAL OF MINUTES AND WARRANTS

1. Approval of Minutes of February 17, 2021 at 5:00 PM.
2. Approval of Payroll and Treasury Warrants for March 2021.

VI. OFFICIAL BUSINESS

1. Request for Approval and Execution of Temporary Easement Agreement with Nantucket Conservation Foundation, Inc., Benjamin G. Gifford and Jane Carlin, Ninehop, LLC, and Edmund J. Cienava and Maria E. Cienava for Temporary Non-exclusive Access and Construction Easements over Land on Head of Plains Road Shown as "Access Easement Area," "NCF Construction Easement Area" and "Ninehop Construction Easement Area" on Plan of Land Entitled "Access Easement Sketch Plan in Nantucket, Massachusetts," Dated February 16, 2021 and Prepared by Nantucket Surveyors, LLC for Temporary Access for Sheep Pond Road.

VII. COMMISSIONERS REPORTS/COMMENTS

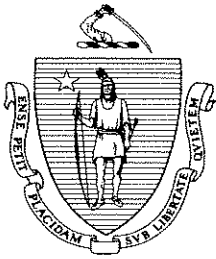
1. Review/Amend County Commission Agenda/Public Comment Protocol.

VIII. ADJOURNMENT

****Identified on Agenda Protocol Sheet.***

County Commission Agenda Protocol:

- *Roberts Rules.* *The County Commission follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- *Public Comment.* *Public Comment is for bringing matters of public interest to the attention of the Commission. The Commission welcomes concise statements on matters that are within the purview of the County Commission. At the Commission's discretion, matters raised under Public Comment may be directed to County Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Commission takes action. Except in emergencies, the Commission will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*
- *New Business:* *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- *Public Participation.* *The Commission welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Commissioners may have questions on the clarity of information presented. The Commission will hear any staff input and then deliberate on a course of action.*
- *Commissioner Report and Comment.* *Individual Commissioners may have matters to bring to the attention of the Commission. If the matter contemplates action by the Commission, Commissioners will consult with the Chair and/or County Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Commission will not normally take action on Commissioner Comment.*



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

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

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

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

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

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

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

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

NOW THEREFORE, I hereby order the following:

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

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

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

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

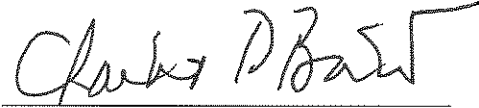
(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby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

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

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

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

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

A handwritten signature in dark ink, appearing to read "Charles D. Baker". The signature is written in a cursive style with a horizontal line underneath it.

CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts



Agenda Item Summary

Agenda Item #	VI. 1.
Date	3/24/2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Approval and Execution by the County Commissioners of a Temporary Easement for non-exclusive access and construction over land on Head of Plains Road because of the erosion of a portion of Sheep Pond Road.

Executive Summary

When a portion of Sheep Pond Road was washed into the ocean, DPW and Town Administration met with many of the owners of the property in the area and their counsel to provide a temporary solution for new access that had been removed because of the erosion. The parties to the easements agreed to this temporary solution while the County will be working with the Nantucket Conservation Foundation and a representative of the owners in the area to find a more permanent solution; the Conservation Foundation is the majority owner of the land in this area.

Staff Recommendation

Proceed to approve and execute the Temporary Easement Agreement as prepared by Town Counsel.

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☐

Provides access and egress to the homeowners on Sheep Pond Road.

Board/Commission Recommendation

N/A

Public Outreach

2/17/2021 County discussion; several zoom meetings held with the owners of the property in the Sheep Pond area.

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Part of the Quality of life and Environmental Leadership Strategic Plan goals.

Attachments

Temporary Easement Agreement and Access Easement Sketch Plan



TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the “Agreement”) is made as of this ____ day of _____, 2021, by and between the **COUNTY OF NANTUCKET**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, acting by and through its County Commissioners, having a principal place of business at the Town & County Building, 16 Broad Street, Nantucket , Massachusetts 02554 (the “County”), acting by the authority of the Nantucket County Charter, St. 1996, c. 290, § 4, and by virtue of every other enabling power and authority, the **NANTUCKET CONSERVATION FOUNDATION, INC.**, a Massachusetts nonprofit corporation, having its principal office at 118 Cliff Road, Nantucket, Massachusetts 02554 (“NCF”), **BENJAMIN G. GIFFORD AND JANE CARLIN**, having a mailing address of 37 Cascade Road, Stamford, Connecticut 06903 (“Carlin”), **NINEHOP, LLC**, a Massachusetts limited liability company, having an address of 121 Buxton Road, Bedford Hills, New York 10507 (“Ninehop”) and **EDMUND J. CIENAVA AND MARIA E. CIENAVA**, having a mailing address of 166 Forest Avenue, New Rochelle, New York 10804, (“Cienava”, and collectively, NCF, Carlin, Ninehop and Cienava are the “Owners”, collectively with the County, the “Parties”).

RECITALS

WHEREAS, a portion of Sheep Pond Road has eroded, leaving some of the residents on Sheep Pond Road with no legal access to a public or private way over which they have lawful rights of access;

WHEREAS, the County has determined that due to this emergency and public necessity and the safety of the residents on Sheep Pond Road, the County shall provide a temporary alternative access for the public and emergency vehicles for ingress and egress to a public way;

WHEREAS, NCF is the owner of the following lots of land off Head of Plains Road, shown as Lots 40 through 47, inclusive, on Land Court Plan No. 17368-N filed with the Nantucket Registry District of the Land Court (the “Registry”), Lots 5-9, inclusive, shown on Land Court Plan No. 35744-D filed with said Registry, Lot 1 shown on Land Court Plan No. 35280-B filed with said Registry, Lot 5, shown on Land Court Plan No. 37647-B, by virtue of Deeds noted on Certificates of Title Nos. 8549, 9916, 10340, 11531, 12230 and 12231 filed with said Registry (the “NCF Lands”);

WHEREAS, Carlin is the owner of 4 Head of Plains Road, shown as Lot 4 on Land Court Plan No. 35744-D, by virtue of a Deed filed with said Registry as Document No. 127888 noted on Certificate of Title No. 24343, filed with said Registry;

WHEREAS, Ninehop is the owner of 9 Head of Plains Road, shown as Lot 38 on Land Court Plan No. 17368-M, by virtue of a Deed filed with said Registry as Document No. 145554 noted on Certificate of Title No. 25324, filed with said Registry;

WHEREAS, Cienava is the owner of 11 Head of Plains Road, shown as Lots 36 and 37 on Land Court Plan No. 17368-M, by virtue of a Deed filed with said Registry as Document No. 138004 noted on Certificate of Title No. 24354;

WHEREAS, the Owners by virtue of an Easement Agreement dated June 18, 2012, filed with said Registry as Document No. 137626 (the "Easement Agreement") have rights to use Head of Plains Road between Massasoit Road and the southwesterly boundary of Lot 1 on Land Court Plan No. 35280-B for access purposes;

WHEREAS, NCF, Cienava and Ninehop have the right to install a fence and/or vegetative barrier within Lot 1 on Land Court Plan No. 35280-B, for direct access to Lots 36, 37 and 38 on Land Court Plan No. 17368-M shown on Exhibit A attached to said Easement Agreement;

WHEREAS, NCF granted an easement to the owners of Lots 36, 37 and 38 now owned by Ninehop and Cienava over a portion of Lot 40 on Land Court Plan No. 17358-N, for access purposes to their Lots shown as "New Easement Area" shown on the plan attached to the Easement Agreement as Exhibit B;

WHEREAS, the County has requested that the Owners convey to the County a temporary non-exclusive access easement over the land shown as "Access Easement Area" on a plan of land entitled "Access Easement Sketch Plan in Nantucket, Massachusetts," dated February 16, 2021, prepared by Nantucket Surveyors, LLC (the "Easement Plan"), a copy of which is attached hereto and incorporated herein for reference, for purposes of public vehicular or pedestrian access to and from Massasoit Road;

WHEREAS, the County has requested that NCF convey to the County a temporary non-exclusive construction and access easement on, over and across a portion of Lot 5 shown on said Easement Plan as "Construction Easement Area" for the construction of a temporary way over Lot 5 to Access Easement a/k/a Sheep Pond Road shown on said Easement Plan;

WHEREAS, the Owners agree to convey the access easement and the construction easement to the County, and its successors and assigns, for the use of the County, its successors and assigns, and the public.

NOW, THEREFORE, for consideration paid of One Dollar (\$1.00), and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Owners and the County, for themselves and their respective successors and assigns, agree as follows:

1. Easement Premises; Permitted Uses. The following easements are granted to the County: (a) the Owners grant a temporary, non-exclusive access easement shown as "Access Easement Area" on said Easement Plan, a copy of said Easement Plan is attached hereto as Exhibit A, and incorporated herein (the "Access Easement Area"), for the purpose of temporary ingress and egress for public pedestrian and vehicular traffic by the County, its successors and assigns, from Massasoit Road to the Access Easement a/k/a Sheep Pond Road as shown on said Easement Plan; (b) NCF grants a temporary non-exclusive construction easement for the construction of a way on, over and across a portion of Lot 5 shown as "NCF Construction Easement Area" on said Easement Plan; and (c) Ninehop grants a temporary non-exclusive construction easement for the construction of a way on, over and across a portion of Lot 38 shown as "Ninehop Construction Easement Area" on said Easement Plan (together, the "Construction Easements") both Construction Easements being for the purposes of installation, construction including clearing for a temporary way and its removal and restoration of the Construction Easement Areas upon the termination of the Temporary Access Easement for public vehicular and pedestrian access over the Construction Easement Areas for purposes of ingress and egress to the Access Easement Area, (together with the Access Easement Area and Construction Easement Area, the "Easement Areas"). In addition, NCF, Ninehop and Cienava agree to open the gate for access over the Head of Plains Road to direct access to a driveway between Lots 37 and 38 for the term of the temporary easement.

2. Termination of Temporary Access and Construction Easements. The temporary Access and Construction Easements shall terminate upon the County constructing a permanent alternate access for the residents of Sheep Pond Road to a public way or a private lawful access no later than twelve (12) months from the date of execution of this Agreement, unless the County requires an extension of the Access and Construction Easements in order to complete the project in which case the Owners shall extend the Access and Construction Easements an additional sixty (60) days, as needed; and the County may request a subsequent extension from the Owners as may be necessitated due to the construction of the project, the approval of which shall not be unreasonably withheld. The County shall give written notice to the Owners of the date of its termination of the temporary Easements, which shall be filed with the Registry. However, upon written request to the Owners they agree to temporarily re-open the gate only if another roadway emergency necessitates the County's use of the Access Easement, and revive the Access Easement upon the same terms and conditions as agreed to herein by all Parties, said agreement not to be unreasonably withheld by the Owners. The Parties agree to execute a new Temporary Easement Agreement as may be needed.

3. Construction of Permanent Alternate Access. In order to construct the permanent alternate access for the Sheep Pond Road residents, the County shall prepare the plans for the layout of a permanent alternate roadway, obtain the necessary permits and approvals in order to construct the roadway, including from the Natural Heritage and Endangered Species Program and acquire the necessary easements from the owners of the property over which the roadway will be constructed. The County agrees to commence

the preparation of the plans upon the execution of this Agreement and a determination as to the location of the permanent alternate access and shall file the applications for the necessary permits and approvals within five (5) business days upon receipt of the property owners' voluntary grant of easements or a taking by eminent domain of the roadway easements from those property owners. The County shall then commence construction of the permanent alternate roadway within thirty (30) days after receipt of all necessary permits and approvals to construct the permanent alternate roadway and agrees to use diligent efforts to complete the roadway expeditiously, subject to events beyond the control of the County. Any costs for the permitting, licensing, approvals and construction of the permanent alternate access shall not be assessed as a betterment to the Owners.

4. Maintenance and Repair of the Access Easement. The County shall, at its sole cost and expense, maintain and repair the Easement Areas in a condition suitable for vehicular and pedestrian traffic on a graveled packed way (which shall include, without limitation, the obligation to remove snow and ice therefrom). As part of its maintenance obligations hereunder, the County shall remove any trees, vegetation or brush within or adjacent to the Easement Areas necessary to maintain the present width of the Easement Areas and maintain adequate sight lines.

5. Construction. All work done within or to the Construction Easement Areas by the County shall be done in a good and workmanlike manner, using materials of good quality. The County shall obtain, at its sole cost, any and all permits, licenses or other approvals required to undertake any work within the Construction Easement Areas and provide copies of the same to NCF, Ninehop and Cienava, at NCF's, Ninehop's and Cienava's request. The County shall, at the reasonable request of NCF, Ninehop and Cienava, place barriers and/or take other measures to protect persons and property from damage during construction or any work within the Construction Easement Areas. The County shall complete its work in an expeditious manner and to minimize interference with the use of the remainder of the NCF Lands and Lot 38 and Lot 37. The County shall provide NCF, Ninehop and Cienava with two (2) business days' notice of the anticipated commencement of the work on the Construction Easement Areas. The County shall remove all construction debris or rubble, including any trees, vegetation or brush, which are removed as part of such construction from the Construction Easement Areas, but in no event shall the County leave construction debris that would interfere with NCF's or Ninehop's and Cienava's use of their respective Construction Easement Areas or the NCF Lands or Lot 38 and Lot 37. Upon termination of the temporary Access and Construction Easements, the County shall restore any damage or disturbance it causes to the Construction Easement Areas (subject to any temporary damage or disturbance caused by improvements that the County is permitted to make pursuant to the terms hereof) to their condition prior to such disturbance or damage as reasonably practicable, at the County's sole cost and expense.

6. Liens. The County shall not permit any mechanics' liens or similar liens to remain upon the NCF Lands for labor and material furnished to the County in connection with work of any character performed at the direction of the County and the

County shall cause any such lien to be released of record within thirty (30) days of the recording of the notice of the lien with the Registry, without cost to NCF.

7. Reserved Rights, Disclaimer. The Owners reserve, for themselves and their successors and assigns, the right to use the Easement Areas for any and all permitted purposes, provided such use does not interfere unreasonably with the County's use of the Easement Areas for the purposes set forth herein. The Owners make no representation, either express or implied, with respect to the condition of the Easement Areas. The County acknowledges that it shall use the Easement Areas at their sole risk.

8. Restrictions, Limitations. The County and its contractors, representatives and agents shall not: (a) use the Easement Premises in a manner that interferes with the Owners' right to use the same for any purpose that does not interfere with the access and other easement rights hereby granted; (b) except as expressly permitted by this Agreement, construct or place any permanent or temporary buildings, structures, or obstructions on, over, across or below the Easement Areas; (c) increase the width or other dimensions of the Easement Areas, or otherwise alter the Access Easement Areas to make it unsafe or difficult for pedestrian and vehicular traffic, without the Owners' prior written consent, which consent shall not be unreasonably withheld; or (d) store or park vehicles, equipment, or other property on the Easement Areas. The Parties agree that filling holes, grading, removing brush and other vegetation from the Easement Areas are general maintenance and require no prior notice to the Owners.

9. Indemnification. The County agrees to indemnify, defend, and hold the Owners harmless from and against all debts, expenses (including reasonable attorneys' fees), actions, causes of action, suits, dues, sums of money, damages, liabilities and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, arising out of or relating to: (a) the discharge, release or threatened release at the Easement Areas of oil or hazardous materials as defined under federal, state or local law which is caused by the County, or its agents, employees, contractors and representatives (collectively, the "County Parties"); (b) any failure on the part of the County Parties to comply with this Easement Agreement; and (c) the death, injury or property damage suffered by any person on account of or based upon the negligence or misconduct of any of the County Parties, except to the extent that such death, injury or property damage is caused by the gross negligence or willful misconduct of one or more of the Owners. To the extent that the County or anyone acting for or through the County releases or is otherwise responsible for a release of oil or hazardous materials on the Easement Areas in quantities or concentrations requiring reporting to the Massachusetts Department of Environmental Protection (MassDEP) or any other governmental authority with jurisdiction over the Easement Areas or the release, the County shall promptly notify the Owners and MassDEP of the reportable condition. The County shall be responsible to address the remediation as may be conditioned by MassDEP at its sole cost and expense.

10. Insurance Coverages. Before the County or any of the other County Parties enters the Easement Areas for any reason, the County shall procure, at its own

cost and expense, or cause to be procured, the following minimum insurance: (a) commercial general liability insurance with a minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit; (b) automobile liability insurance for owned and non-owned automobiles, trucks and all other licensed for road use vehicles, and/or hired/rented automobiles, trucks and all other licensed for road use vehicles, in the amount of One Million Dollars (\$1,000,000) combined single limit; and (c) workers compensation in the minimum amount of the statutory limit.

11. General Insurance Requirements. All insurance required hereunder shall name the Owners as an additional insured (except workers compensation). All insurance required shall be issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A- or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company). All insurance required hereunder shall provide a waiver of subrogation in favor of the Owners. Where commercially available, all insurance policies and certificates shall include a provision requiring thirty (30) days' written notice to the Owners of any cancellation (except only ten (10) days' written notice for cancellation due to nonpayment of premium). At least annually, and at such other times as the Owners may reasonably request, the County shall provide the Owners with a certificate evidencing the coverages required hereunder.

12. Miscellaneous.

(a) During the exercise of the rights hereby granted, the County shall not interfere unreasonably with the Owners use of the Easement Areas or the operation and/or use by others entitled thereto. During the exercise of the rights hereby granted, the Owners shall not interfere unreasonably with the use of the Easement Areas or the construction of the way or the operation and/or use by others entitled thereto.

(b) All provisions of this Agreement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such provisions shall be deemed to be enforceable covenants running with the land and shall bind any person having at any time any interest or estate in all or any portion of the Owner's properties burdened hereby as though such provisions were recited and stipulated in full in each and every deed of conveyance.

(c) Any notice required or given under this Agreement shall be deemed duly served if hand-delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery, addressed to the parties at the addresses set forth above, which may be changed with like notice at least ten (10) days in advance of the effective date of the change.

(d) This Agreement 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 Agreement shall be brought in courts within the Commonwealth of Massachusetts.

(e) This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified except in writing, duly executed by both parties.

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

[Signature Pages Follow]

WITNESS the execution hereof under seal this ____ day of _____, 2021.

COUNTY OF NANTUCKET,
By Its County Commissioners

Kristie L. Ferrantella

Melissa K. Murphy

Jason Bridges

Matthew G. Fee

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kristie L. Ferrantella, Melissa K. Murphy, Jason Bridges, Matthew G. Fee and Dawn E. Hill Holdgate, the County Commissioners of the County of Nantucket, as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the County of Nantucket County Commissioners.

Notary Public
My Commission Expires:

WITNESS the execution hereof under seal this ____ day of _____, 2021.

GRANTOR:

NINEHOP, LLC, a Massachusetts limited liability
company

By: _____
Name: John T. Kilgallon
Title: Manager

STATE OF NEW YORK

_____, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared John T. Kilgallon, Manager of Ninehop, LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Ninehop, LLC as one of its Managers.

Notary Public
My Commission Expires:

WITNESS the execution hereof under seal this ____ day of _____, 2021.

GRANTOR:

NANTUCKET CONSERVATION FOUNDATION, INC.,
a Massachusetts nonprofit corporation

By: _____
Name:
Title: President

By: _____
Name:
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, as President and Treasurer respectively of Nantucket Conservation Foundation, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of said Nantucket Conservation Foundation, Inc. as its President and Treasurer.

Notary Public
My Commission Expires:

WITNESS the execution hereof under seal this ____ day of _____, 2021.

GRANTOR:

BENJAMIN G. GIFFORD

By: _____

JANE CARLIN

By: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily as their free act and deed.

Notary Public
My Commission Expires:

WITNESS the execution hereof under seal this ____ day of _____, 2021.

GRANTOR:

EDMUND J. CIENAVA

By: _____
Name:

MARIA E. CIENAVA

By: _____
Name:

STATE OF NEW YORK

_____, SS.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Edmund J. Cienava and Maria E. Cienava proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily as their free act and deed.

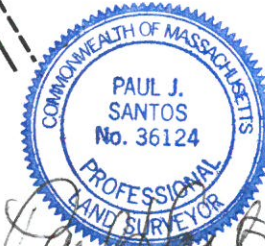
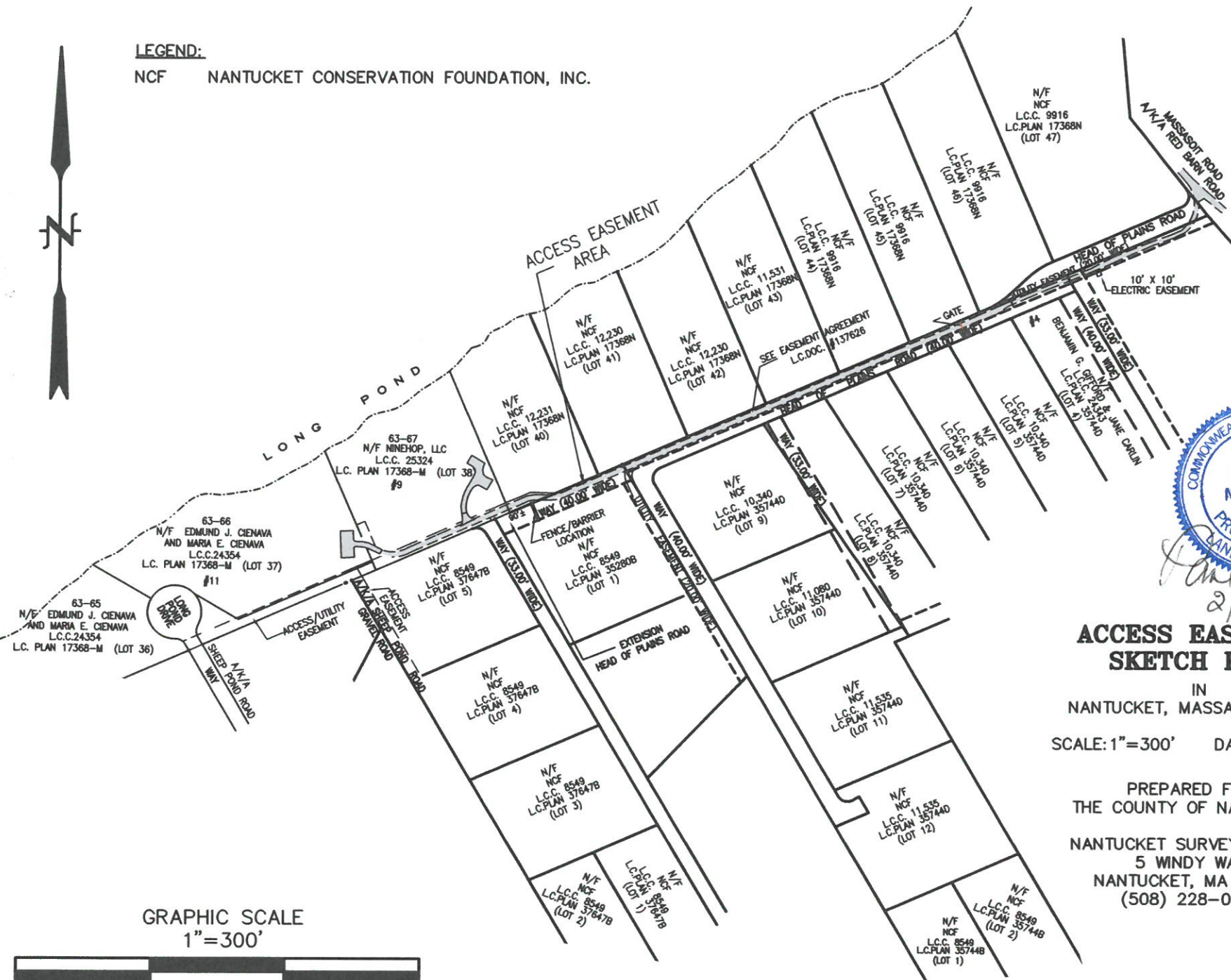
Notary Public
My Commission Expires

751116v7NANT19750/0012

EXHIBIT A
EASEMENT PLAN

LEGEND:

NCF NANTUCKET CONSERVATION FOUNDATION, INC.



Paul J. Santos
2/16/2021

**ACCESS EASEMENT
SKETCH PLAN**

IN
NANTUCKET, MASSACHUSETTS

SCALE: 1"=300' DATE: 02/16/2021

PREPARED FOR:
THE COUNTY OF NANTUCKET

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

GRAPHIC SCALE
1"=300'



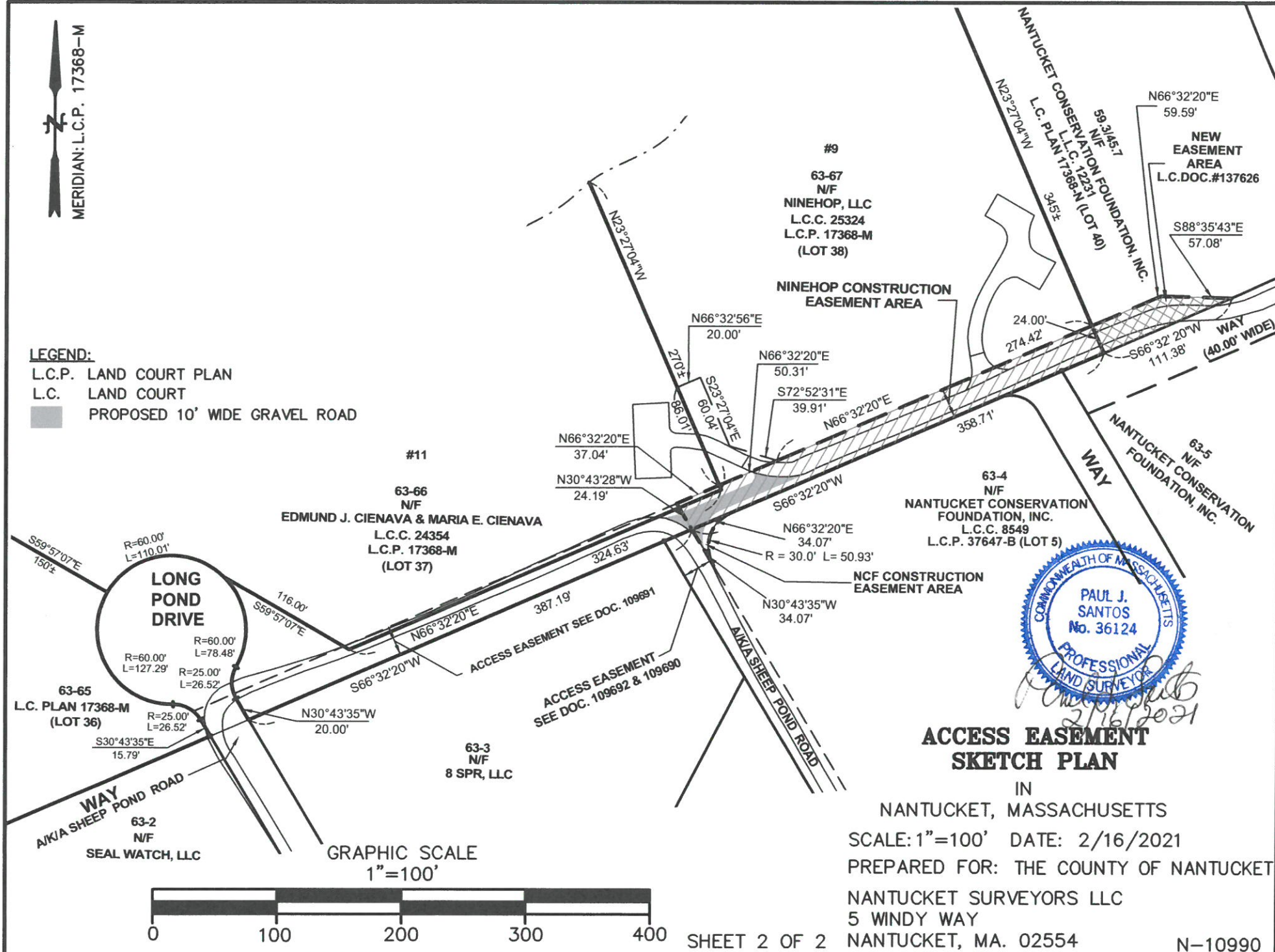
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MERIDIAN: L.C.P. 17368-M

LEGEND:

L.C.P. LAND COURT PLAN

L.C. LAND COURT

■ PROPOSED 10' WIDE GRAVEL ROAD



**ACCESS EASEMENT
SKETCH PLAN**

IN
NANTUCKET, MASSACHUSETTS

SCALE: 1"=100' DATE: 2/16/2021

PREPARED FOR: THE COUNTY OF NANTUCKET

NANTUCKET SURVEYORS LLC
5 WINDY WAY

NANTUCKET, MA. 02554

N-10990

SHEET 2 OF 2

County Commission Agenda Protocol:

- *Roberts Rules.* *The County Commission follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- *Public Comment.* *Public Comment is for bringing matters of public interest to the attention of the Commission. The Commission welcomes concise statements on matters that are within the purview of the County Commission. At the Commission's discretion, matters raised under Public Comment may be directed to County Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Commission takes action. Except in emergencies, the Commission will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*
- *New Business:* *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- *Public Participation.* *The Commission welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Commissioners may have questions on the clarity of information presented. The Commission will hear any staff input and then deliberate on a course of action.*
- *Commissioner Report and Comment.* *Individual Commissioners may have matters to bring to the attention of the Commission. If the matter contemplates action by the Commission, Commissioners will consult with the Chair and/or County Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Commission will not normally take action on Commissioner Comment.*

COUNTY COMMISSION AGENDA PROTOCOL:

Roberts Rules: The County Commission follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the Commission. The Commission welcomes concise statements on matters that are within the purview of the County Commission. At the Commission's discretion, matters raised under Public Comment may be directed to County Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Commission takes action, if any. Except in emergencies, the Commission will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Commission to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with state and federal free speech laws:

- The agenda for regular County Commission meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Commission to take up first. This time is reserved for speakers to address the Commission on matters that are not related to any other Agenda item. If a speaker wishes to address the Commission on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.
- All speakers are encouraged to present their remarks in a respectful manner.
- All remarks will be addressed through the Chair of the meeting.
- The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments made to appeal to prurient interests. Verbal comments may also be curtailed if they exceed three (3) minutes and to the extent they exceed the scope of the Commission's authority.

Disclaimer: Public Comment is not a time for debate or response to comments by the Commission. Comments made during the Public Comment period do not reflect the views or positions of the Commission. Because of constitutional free speech principles, the Commission

does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

New Business: For topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Commission welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at his/her sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Commission Members may have questions on the clarity of the information presented. The Commission will hear any staff input and then deliberate on a course of action.

Commissions Reports and Comments: Individual Commission Members may have matters to bring to the attention of the Commission during a meeting. If the matter contemplates action by the Commission, Commission Members will consult with the Chair and/or County Manager in advance and provide any needed information by the Thursday before the meeting and/or schedule the matter for a future Commission meeting. Otherwise, except in emergencies, the Commission will not normally take action on County Commission Comment.

Approved on XX