

Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
Thomas M. Dixon
Matt Fee
Malcolm W. MacNab
Brooke Mohr



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

***AGENDA FOR THE MEETING OF THE
COUNTY COMMISSIONERS
JUNE 28, 2023 - 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS***

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtu.be/SydnQLVMlb4>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_oBesRcziQBesy9FQcRT9pA

- I. CALL TO ORDER***
- II. ELECTION OF OFFICERS***
- III. ANNOUNCEMENTS***
 1. The County Commission Meeting is Being Audio/Video Recorded.
- IV. PUBLIC COMMENT****
- V. NEW BUSINESS****
- VI. APPROVAL OF MINUTES AND WARRANTS***
 1. Approval of Minutes of May 24, 2023 at 5:30 PM.
 2. Approval of Payroll and Treasury Warrants for June 2023.
- VII. OFFICIAL BUSINESS/CITIZEN REQUESTS***
 1. Proposed Salary Increase for Register of Deeds Pursuant to MGL Chapter 36.
 2. Request for Approval and Execution of Amendment to Temporary Easement Agreement over Head of Plains Road Dated March 24, 2021 and Filed with Nantucket Registry District of the Land Court as Document No. 168947.

VIII. COMMISSIONERS REPORTS/COMMENTS

1. 2023-2024 Appointment of County Representative to Nantucket Planning and Economic Development Commission.

IX. 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 Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the 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 the United States Constitution and the Massachusetts Declaration of Rights.

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 an orderly and peaceable manner, without disruption to other speakers.

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 protected under the United States Constitution and the Massachusetts Declaration of Rights because it constitutes true threats, incitement to imminent lawless conduct, or engages in conduct that disrupts other speakers.

Each speaker may not exceed three (3) minutes during any Public Comment portion of the meeting.

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 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: April 26, 2023



TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
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To: County Commissioners

From: Town & County Manager *JF*

Date: June 22, 2023

RE: Register of Deeds Compensation

Employees are an organization's greatest asset and maintaining their morale is a primary responsibility of management. High employee morale leads to better teamwork on the part of the employees, better organizational commitment, a better sense of employee belongingness, greater employee motivation and more stable retention. To that end, as the Board knows, the Town has recently completed a Classification and Compensation Study, the goal of which is to ensure our employees are paid competitive wages. While the focus of the study included both union and non-union positions, the union positions have a different method for pay increases, which involves collective bargaining negotiations. Those are either recently concluded or in progress, currently.

Also included in the Study is the Register of Deeds position (elected). The study indicated that the current compensation is off-market and based on comparable positions in similar towns, the salary should be increased.

Register of Deeds Jennifer Ferreira's current salary is \$119,854 per year. We recommend an increase to \$133,038.

Salary adjustments have already been implemented for non-union Town staff and, again we are in the midst of negotiations with most of our unions. The Register of Deeds position's salary increase requires the approval of the County Commissioners, by statute.

Thank you for your consideration.



Agenda Item Summary

Agenda Item #	VII. 2
Date	June 28, 2023

Staff

Vicki S. Marsh, Town Counsel

Subject

Amendment of Temporary Easement Agreement between Nantucket Conservation Foundation, Inc., Benjamin C. Gifford and Jane Carlin, Ninehop, LLC and Edmund J. Cienanva and Marie E. Cienava (collectively, the "Grantors") and the County of Nantucket over a portion of Head of Plains Road and easement areas as defined in the Temporary Easement Agreement dated March 24, 2021, filed with the Nantucket Registry District of the Land Court as Document No. 168947. The purpose of the Amendment is to extend the Temporary Easement Agreement in order that the residents of Sheep Pond Road will continue to have legal access from their homes to a public or private way over which they have lawful rights of access, and the County can undertake the construction of a permanent alternate access for Sheep Pond Road.

Executive Summary

The County has requested an extension of the Temporary Easement Agreement over portions of Head of Plains Road and over the Easement Areas as shown on the plan attached to the Temporary Easement Agreement in order to construct a temporary access and to provide access for the Sheep Pond Road residents. The extension would be granted until March 24, 2024, and in the event that an additional extension is requested by the County from the Grantors in order to complete the construction of the permanent alternate access, the approval of such extension by the Grantors shall not be unreasonably withheld.

Staff Recommendation

As Town Counsel, I drafted the Amendment of Temporary Easement Agreement and approve of its form.

Background/Discussion

In order to undertake this project, the County has had plans prepared for the proposed permanent alternate roadway and is seeking review of those proposed plans by Natural Heritage and Endangered Species Program and is undertaking the necessary steps and agreements for the permitting and construction of this project.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

This Amendment will extend the Temporary Easement Agreement which was already agreed to by the parties.



Board/Commission Recommendation

N/A

Public Outreach

N/A

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

N/A

Attachments

Temporary Easement Agreement and Plans



Nantucket County - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 6/26/2023 12:29:51 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
168947	EASEMENT			03/30/2021	0.00
Property-Street Address and/or Description					
LOTS 40-47 PL 17368-N, LOT 5-9 PL 35744-D, LOT 1 PL 35280-B,, LOT 5 PL 37647-B, 4 HEAD OF PLAINS ROAD LOT 4 PL 35744-D, 9 HEAD OF PLAINS ROAD LOT 38 PL 17368-M, 11 HEAD OF PLAINS ROAD LOTS 36 & 37 PL 17368-M					
Grantors					
NANTUCKET CONSERVATION FOUNDATION INC, GIFFORD BENJAMIN G, CARLIN JANE, NINEHOP LLC, CIENAVA EDMUND J, CIENAVA MARIA E					
Grantees					
NANTUCKET COUNTY					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					



2021 00168947

Cert: 8549

Doc: EASE

Registered: 03/30/2021 02:12 PM

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is made as of this 24 day of March, 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.

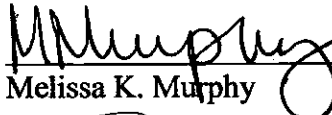
[Signature Pages Follow]

WITNESS the execution hereof under seal this 26 day of March, 2021.

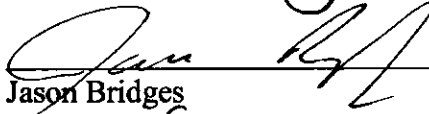
COUNTY OF NANTUCKET,
By Its County Commissioners



Kristie L. Ferrantella



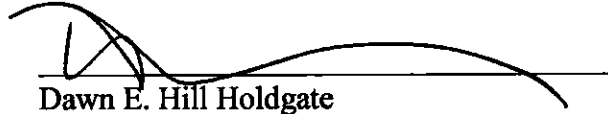
Melissa K. Murphy



Jason Bridges



Matthew G. Fee

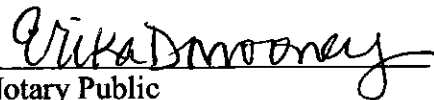


Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

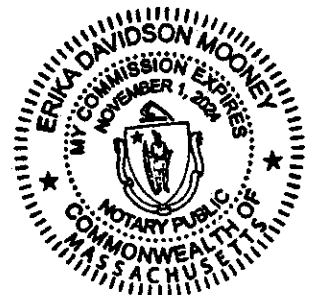
Nantucket, ss.

On this 26 day of March, 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

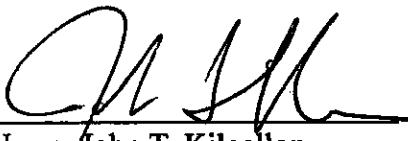
My Commission Expires:



WITNESS the execution hereof under seal this 23rd day of March, 2021.

GRANTOR:

NINEHOP, LLC, a Massachusetts limited liability company

By: 
Name: John T. Kilgallon
Title: Manager

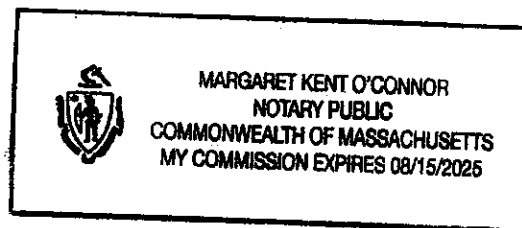
COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 23rd day of March, 2021, before me, the undersigned Notary Public, personally appeared John T. Kilgallon, Manager of Ninehop, LLC, is personally known to me 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: 08/15/2025



WITNESS the execution hereof under seal this 19 day of MARCH, 2021.

GRANTOR:

NANTUCKET CONSERVATION FOUNDATION, INC.,
a Massachusetts nonprofit corporation

By: [Signature]
Name: CORMAC COLLIER
Title: President

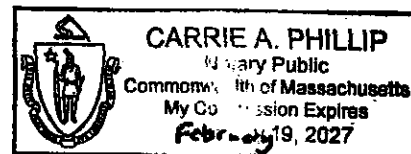
By: [Signature]
Name: Charles K. Lifford, Jr.
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 19 day of March, 2021, before me, the undersigned Notary Public, personally appeared Cormac Collier, as President and Treasurer respectively of Nantucket Conservation Foundation, Inc., proved to me through satisfactory evidence of identification, which was MA driver's license, 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.

[Signature]
Notary Public
My Commission Expires:



GRANTOR:

BENJAMIN G. GIFFORD

By: 

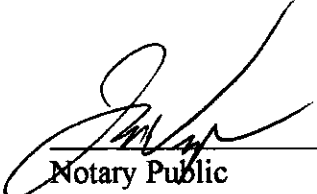
JANE CARLIN

By: 

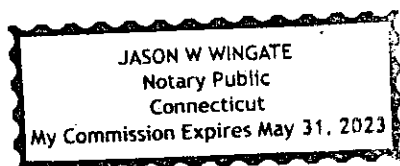
STATE OF CONNECTICUT

Stamford, ss.

On this 19 day of MARCH, 2021, before me, the undersigned Notary Public, personally appeared BENJAMIN GIFFORD and JANE CARLIN, proved to me through satisfactory evidence of identification, which was A CONN LICENSE, 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: 05-31-2023

13

WITNESS the execution hereof under seal this 19th day of march, 2021.

WITNESS the execution hereof under seal this 17th day of March, 2021.

GRANTOR:

EDMUND J. CIENAVA

By: Edmund J. Cienava
Name:

MARIA E. CIENAVA

By: Maria E. Cienava
Name:

STATE OF NEW YORK

City of New Rochelle, Westchester County ss.

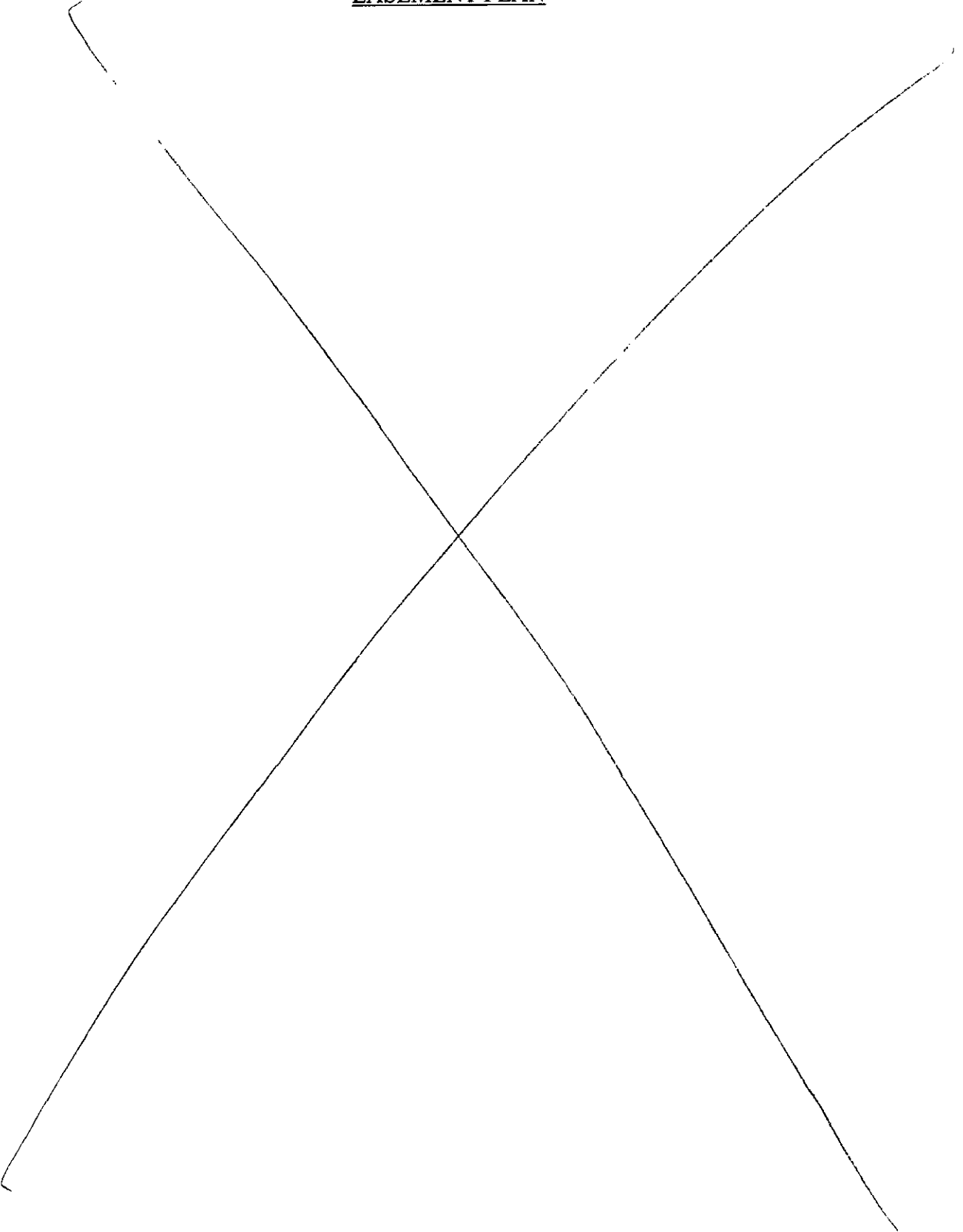
On this 17th day of March, 2021, before me, the undersigned Notary Public, personally appeared Edmund J. Cienava and Maria E. Cienava proved to me through satisfactory evidence of identification, which was New York State Driver's License to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily as their free act and deed.

D.
Notary Public
My Commission Expires 08/19/2023

751116v7NANT19750/0012

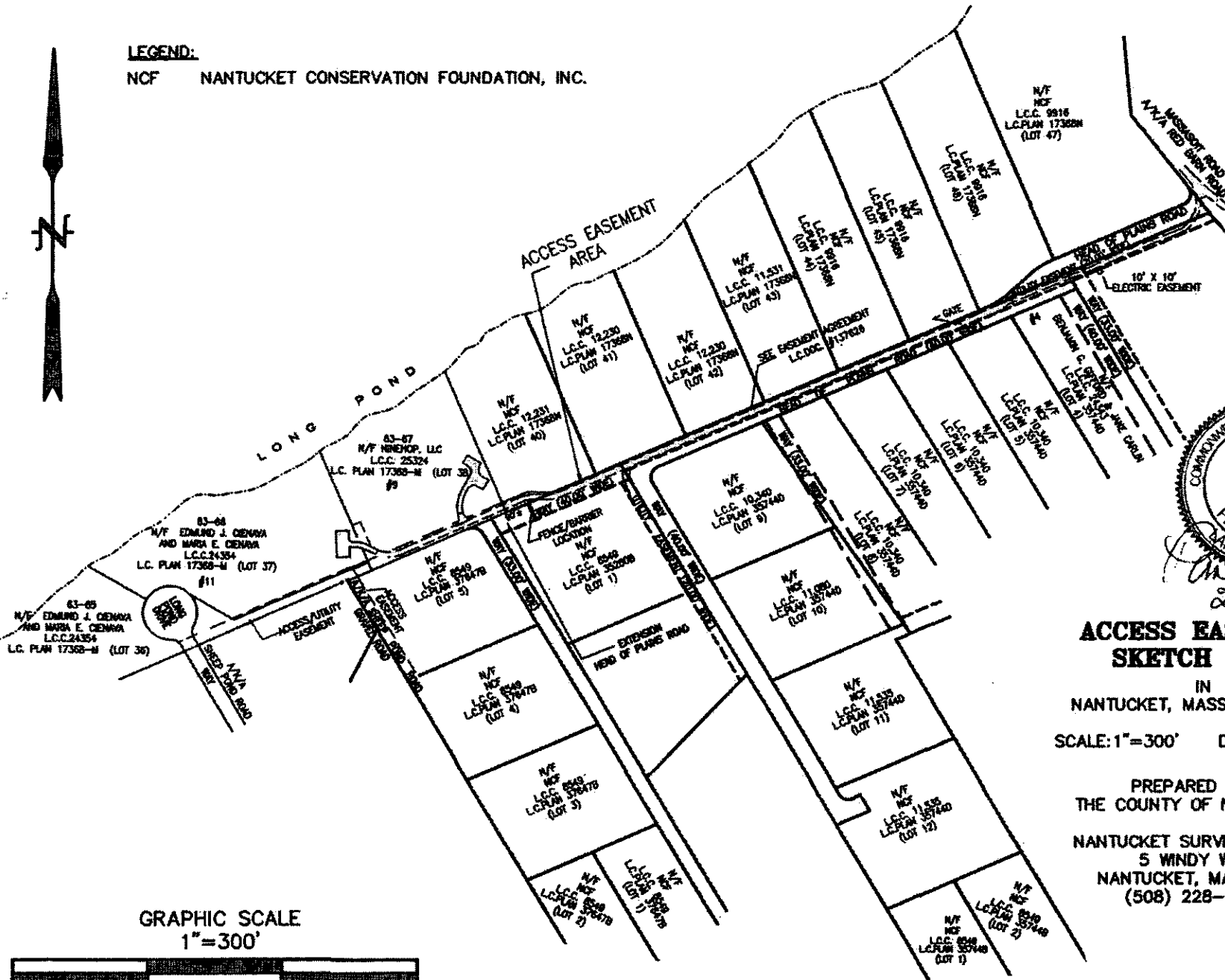
DAE GON KIM
Notary Public, State of New York
License Number: 01K16392677
Expiration Date: 08/19/2023
Qualified in Westchester County

EXHIBIT A
EASEMENT PLAN



LEGEND:

NCF NANTUCKET CONSERVATION FOUNDATION, INC.



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'



SHEET 1 OF 2

N-10990

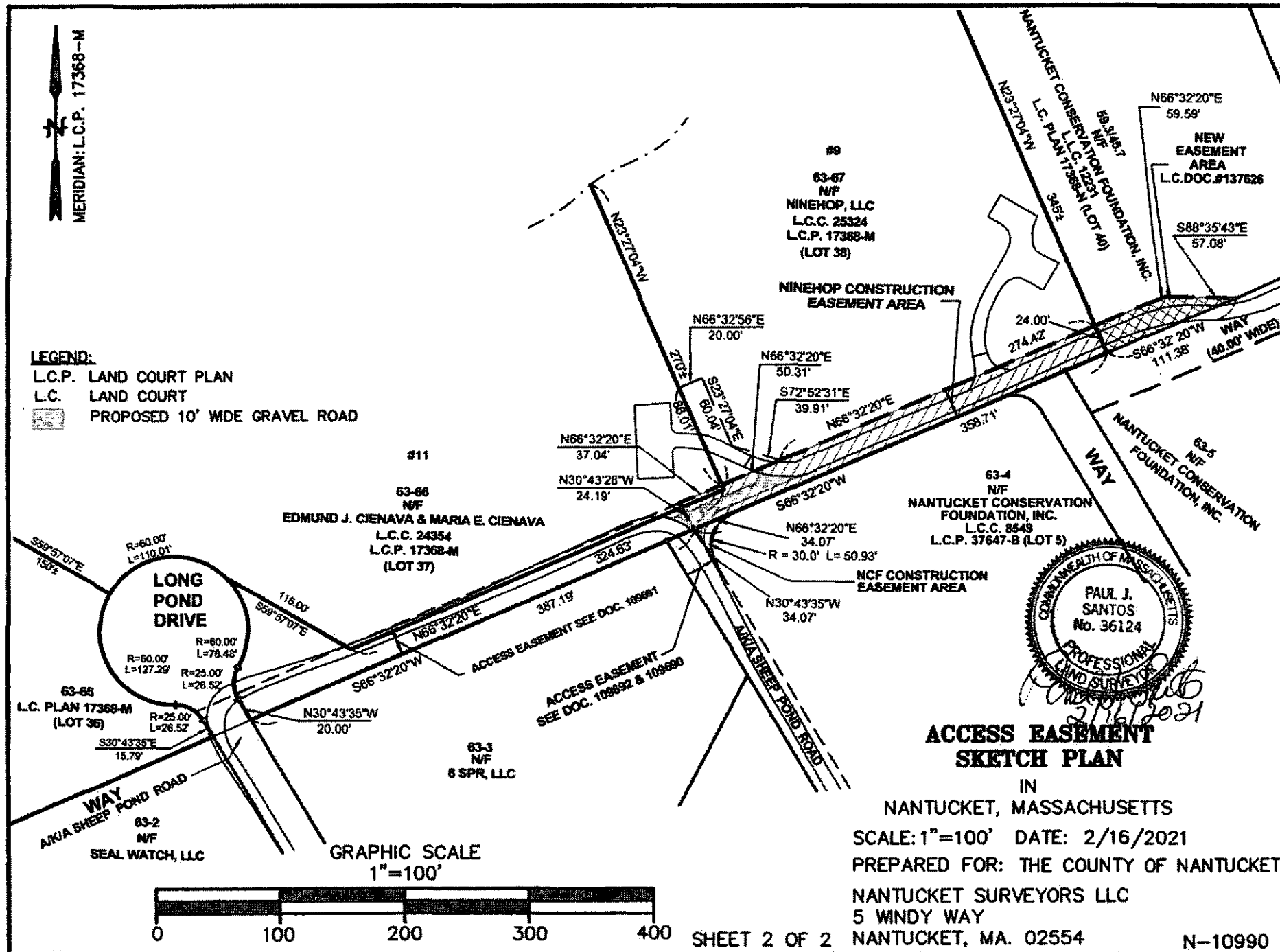
MERIDIAN: L.C.P. 17368-M

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



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

March 16, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

NINEHOP, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 27, 2014.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JOHN T KILGALLON, ELIZABETH L KILGALLON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOHN T KILGALLON, ELIZABETH L KILGALLON, KENNETH A. GULLICKSEN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOHN T. KILGALLON, ELIZABETH L. KILGALLON**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

DOC No: 00168947

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Mar 30, 2021 at 02:12P

Document Fee: 945.00 Rec Total:\$945.00

CERTIFICATE No: 8549

Also noted on CERT 9916

CERT 10340
CERT 11531
CERT 12230
CERT 12231
CERT 24343
CERT 24354
CERT 25324

Transfer Certificate of Title.

No. 8549

From Transfer Certificate Nos. ⁸¹⁵⁶ & 8197, Originally Registered & January 19th, 1978, in
 December 23rd, 1977
 156
 Registration Book 41 Pages & 197 for the Registry District of Nantucket County.

This is to Certify that

NANTUCKET CONSERVATION FOUNDATION, INC.,

a non-profit Massachusetts corporation having a usual place of business at

of Main Street,
 Nantucket in the County of Nantucket and Commonwealth of Massachusetts,
~~named to~~

is

the owner in fee simple,

of that certain parcel of land situate in Nantucket,

in the County of Nantucket and said Commonwealth, bounded and described as follows:

PARCEL I:

SOUTHEASTERLY by the northwesterly line of Sheep Pond Road, three hundred twenty-five and 40/100 (325.40) feet;
 SOUTHWESTERLY by land now or formerly of Louis R. Ayotte and land now or formerly of L. Bancel LaFarge et ux, five hundred fifty-nine and 66/100 (559.66) feet;
 NORTHWESTERLY by land now or formerly of Theodore L. Cross, three hundred twenty-five and 40/100 (325.40) feet; and
 NORTHEASTERLY by a Way, five hundred fifty-nine and 66/100 (559.66) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 35744-B, drawn by Schofield Brothers, Inc., Surveyors, dated September 8, 1978, and filed with Certificate of Title No. 8549 at the Registry District of Nantucket County. Said land is shown thereon as Lots 1 and 2.

So much of said Lots 1 and 2 as is included within the area marked "Way (33.00 wide)" shown on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same.

PARCEL II:

SOUTHEASTERLY by Sheep Pond Road, two hundred eighty-five and 11/100 (285.11) feet;
 SOUTHWESTERLY by land now or formerly of John N. Welch et al, thirteen hundred (1300.00) feet;
 NORTHWESTERLY by land now or formerly of Henry C. Everett, two hundred ninety-one and 48/100 (291.48) feet;
 NORTHERLY on a curved line with a radius of twenty-five (25.00) feet, thirty-six and 10/100 (36.10) feet, and
 NORTHEASTERLY twelve hundred forty-nine and 59/100 (1249.59) feet, by a Way; and
 EASTERLY by the intersection of said Way and Sheep Pond Road, on a curved line with a radius of twenty-five (25.00) feet, forty-two and 44/100 (42.44) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 37647-B, drawn by Schofield Brothers, Inc., Surveyors, dated September 8, 1978, and filed with Certificate of Title No. 8549 at the Registry District of Nantucket County. Said land is shown thereon as Lots 1 through 5 inclusive.

So much of said land as lies within the limits of the Way, shown on said plan, is subject to the rights of all those lawfully entitled thereto in and over the same.

PARCEL III:

SOUTHWESTERLY by a Way, three hundred twenty-seven and 66/100 (327.66) feet;
NORTHWESTERLY by land now or formerly of Henry C. Everett, three hundred nine and 13/100 (309.13) feet;
NORTHEASTERLY by land now or formerly of L. Bancel LaFarge et ux, three hundred twenty-seven and 66/100 (327.66) feet; and
SOUTHEASTERLY by Lot 2 on plan hereinafter mentioned, three hundred nine and 13/100 (309.13) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 35280-B, drawn by Schofield Brothers, Inc., Surveyors, dated November 16, 1977, and filed with Certificate of Title No. 8197 at the Registry District of Nantucket County. Said land is shown thereon as Lot 1.

So much of said land as is included within the limits of the Way, 40 ft. wide, and the Utility Easement, (20 ft. wide), shown on said plan is subject to the rights of the grantors and all other persons lawfully entitled thereto, as set forth in a grant made by Louis R. Ayotte et ux to L. Bancel LaFarge et ux, dated March 20, 1967, duly recorded in Book 130, Page 306.

(continued on page 2)

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said

NANTUCKET CONSERVATION FOUNDATION, INC.

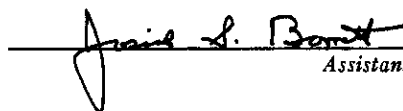
to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also to as aforesaid.

WITNESS, WILLIAM I. RANDALL, Esquire, Judge of the Land Court, at Nantucket in the County of Nantucket the twenty-eight day of December in the year nineteen hundred and seventy-eight at eight o'clock and 40 minutes in the forenoon.

Attest, with the Seal of said Court,

Land Court Case Nos. 35744,
37647 and 35280

Document No. 20380


Assistant Recorder.

So much of the land hereby registered as lies within the limits of the Way, 33 ft. wide, as shown on said plan, is subject to the rights of all those lawfully entitled thereto, in and over the same.

Said land is subject to a utility easement, 20 ft. wide, approximately shown on said plan, as set forth in a grant made by L. Bancel LaFarge et ux to New England Telephone and Telegraph Company, dated June 2, 1969, duly recorded in Book 133, Page 471.

Said land has appurtenant to it the following right and easement which were reserved by L. Bancel LaFarge et ux in Document No. 18977:

The perpetual right and easement to cross and recross, by foot or by vehicle, motor or otherwise, the driveway which now exists partly on the land shown on Land Court Plan No. 17368-E and partly on the land shown on Land Court Plan No. 35744-A and runs generally westerly, southerly and southwesterly from Massasoit Road, including an uneven circle or loop on the northwesterly side thereof near the end thereof, to the land shown on Land Court Plan No. 35280-A, said driveway is approximately shown on the sketch attached to Document No. 18977 entitled "Easement Plat in Nantucket, Mass. As Prepared for L. Bancel & Margaret H. LaFarge" dated November 21, 1977 by Schofield Brothers, Inc., Reg. Prof. Eng., and may be used for all purposes for which driveways are usually used in Nantucket, Nantucket County, Massachusetts, and the perpetual right and easement to cross and recross by foot over a strip of land twenty (20) feet wide ("the footpath") on the land shown on Land Court Plan No. 17368-E running from the northeast corner of the thirty-three (33) foot right-of-way shown on said Land Court Plan No. 35280-A in a southwesterly direction to Long Pond along the southerly boundary of the land shown on Land Court Plan No. 17368-E.

Memoranda Of Encumbrances

Cert No: 10340,11531,12230,12231,24343,24354,25324,8549,9916

Book/Page:

Cert No	8549
Document Number	20380
Kind	DEED
In Favor of	NANTUCKET CONSERVATION FOUNDATION INC
Date of Instr	
Terms	
Date of Reg	12/28/1978
Time of Reg	08:40:00.000

Cert No	8549
Document Number	109690
Kind	EASEMENT
In Favor of	SHEEP POND ROAD REALTY TRUST , HEALY JAMES J TR, HEALY SARAH A TR, HEALY STANTON T TR, HEALY SARAH M TR, LAMPE NANCY WILSON, RASMUSSEN RICHARD H, RASMUSSEN SUSAN, BLUE DEVIL NOMINEE TRUST , SMITH KIMBERLY K TR, FAYERWEATHER NOMINEE TRUST , CANAIY KATHLEEN TR, CONNORS CATHRYN L, QUAKER HOOPS LLC
Date of Instr	06/25/2004
Terms	OVER LOTS 1-5 PL 37647-B
Date of Reg	11/09/2004
Time of Reg	14:00:00.000

Cert No	8549
Document Number	109692
Kind	EASEMENT
In Favor of	CROSS THEODORE L
Date of Instr	08/04/2004
Terms	
Date of Reg	11/09/2004
Time of Reg	14:00:00.000

Cert No 8549
Document Number 109693
Kind EASEMENT
In Favor of NANTUCKET ELECTRIC CO
Date of Instr
Terms
Date of Reg 11/09/2004
Time of Reg 14:00:00.000

Cert No 8549
Document Number 109695
Kind ASSIGNMENT
In Favor of VERIZON NEW ENGLAND INC
Date of Instr
Terms
Date of Reg 11/09/2004
Time of Reg 14:00:00.000

Cert No 8549
Document Number 137626
Kind EASEMENT
In Favor of NANTUCKET ISLAND PROPERTIES LLC , NANTUCKET CONERVATION FOUNDATION INC
Date of Instr 06/18/2012
Terms re: Head of Plains Road & Way agreement
Date of Reg 07/13/2012
Time of Reg 13:27:02.933

Cert No 8549
Document Number 139113
Kind ORDER OF TAKING
In Favor of NANTUCKET COUNTY
Date of Instr 11/28/2012
Terms Sheep Pond Road Ext
Date of Reg 12/03/2012
Time of Reg 14:48:56.337

Cert No 8549
Document Number 142916
Kind BETTERMENT
In Favor of NANTUCKET TOWN , NANTUCKET COUNTY
Date of Instr 10/02/2013
Terms Sheep Pond Road
Date of Reg 11/14/2013
Time of Reg 14:13:51.923

Cert No 8549
Document Number 168947
Kind EASEMENT
In Favor of NANTUCKET COUNTY
Date of Instr 03/24/2021
Terms re: Sheep Pond Road, access & construction easement
Date of Reg 03/30/2021
Time of Reg 14:12:27.460

Cert No 8549
Document Number 173869
Kind CERTIFICATE
In Favor of NANTUCKET CONSERVATION FOUNDATION INC
Date of Instr 01/24/2022
Terms
Date of Reg 04/26/2022
Time of Reg 10:58:32.867

Cert No 8549
Document Number 173870
Kind EASEMENT
In Favor of NANTUCKET ELECTRIC CO
Date of Instr 01/14/2022
Terms Lots 40 & 40 Plan 17368-N & Lot 1 Plan 35280-B
Date of Reg 04/26/2022
Time of Reg 10:58:32.867

Cert No
Document
Number
Kind
In Favor of
Date of Instr
Terms
Date of Reg
Time of Reg

SB/CC Work Group/Committee Reps for 2023-2024*
Approved by SB X/XX/2023; Approved by CC X/XX/2023

	<u>BOS/CC Reps</u>				
	<u>Dixon</u>	<u>Fee</u>	<u>Holdgate</u>	<u>MacNab</u>	<u>Mohr</u>
<u>Groups</u>					
Ad Hoc Budget Work Group (Chair and Vice Chair)			X		X
Audit Committee (Chair + 1)		X	X		
Board of Health (1 rep)				X	
Cannabis Advisory Committee (1 rep)			X		
Capital Program Committee (1 rep)					X
Coastal Resiliency Advisory Committee (1 rep)		X			
Community Preservation Committee (1 rep)	X				
Nantucket Affordable Housing Trust (1 rep)	X				
Offshore Wind Workgroup		X		X	
Parking Benefit District Commission (1 rep) (not active)	X				
PEG - NCTV 18 Board (1 rep)				X	
Polpis Harbor Municipal Property Advisory Committee (1 rep)		X			
<u>CC</u>					
NP&EDC (1 rep)			X		
Harbor Place (MF, DHH)		X	X		
Solid Waste Long-term Planning					X

*as formally appointed by the Board

As of 2/3/2023