

Agenda

Real Estate Assessment Committee

Monday June 6, 2022 on Zoom 1

Ken Beaugrand, Authorized person

Zoom id don't know how to add this

Topics

- (1) Call to order
- (2) Approval of the Agenda
- (3) Public comment
- (4) Approval of minutes – deferred to August meeting
- (5) REAL ESTATE MATTERS
 - a. Conveyance of Parcel 4 and 5 on Hawthorne Street to Didi Coyle and Paul Heintz
 - b. Acquisition of Masaquet Avenue as approve a 2011 ATM artilces 98 and 99
 - c. Confirmatory release to Megna for Lot 2A approved at last meeting as change of ownership occurred before release was granted, documents requested by Rick Beaudette, counsel for Megna.
- (6) Other Business
- (7) Date of next meeting – Tuesday or Wednesday July 5or 6 decision needed
- (8) Adjournment



Agenda Item Summary

Agenda Item #	Click or tap here to enter text.
Date	6/3/2022

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Conveyance of fee interest in portions of Hawthorne Street, as shown as Parcels 3,4 and 5 on plan entitled "Taking and Disposition Plan of Land in Nantucket Mass. prepared by the Town of Nantucket dated September 23, 2021 by Blackwell and Associates, Inc. " and recorded with Nantucket County Registry of Deeds as Plan No. 2021-67, for Public Access and Municipal Purposes for the purpose of Conveyance of the Fee Title or lesser interest, together with any public or private rights of passage as authorized by MGL Chapter 79 and votes as the 2011 Annual Town Meeting.

Executive Summary

This is the completion of the Yard Sale program pursuant to Article 99 as voted at the 2011 ATM. The parcels have a combined area of 16,000+/- s.f. Assessor recommends price of \$5,000 for parcel 3, \$10,000 for parcel 4 and \$30,000 for parcel 6.

Staff Recommendation Execute the conveyance as drafted by Town Counsel

Background/Discussion

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the taking of previously authorized acquisitions and dispositions and increase the taxable land area.

Board/Commission Recommendation

Click or tap here to enter text.

Public Outreach

Award approved at Town meeting.

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

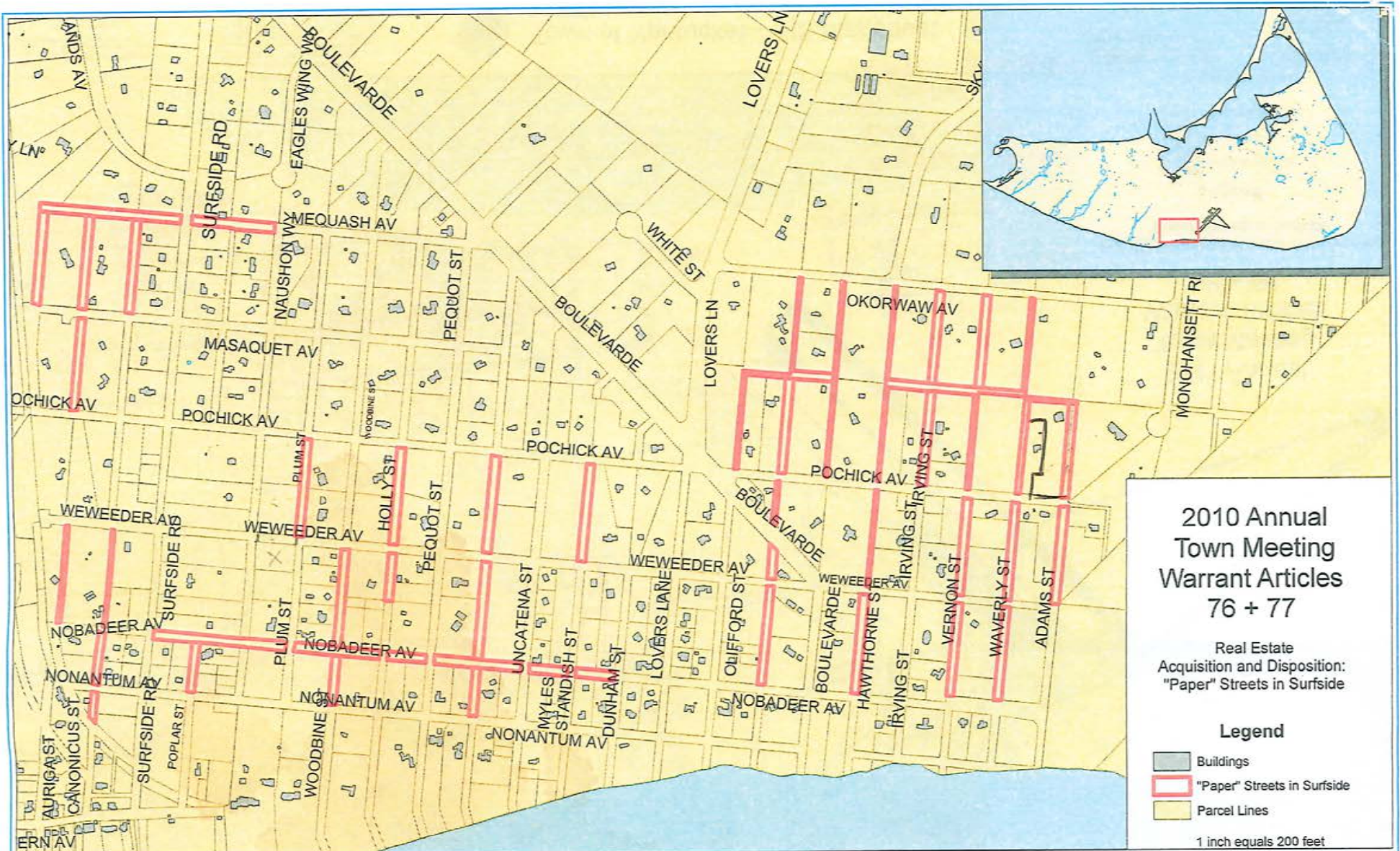
Consistent with intent of the yard sale program

Attachments

Conveyance, Plan, Articles 98 and 99 of 2011 ATM, Planning Board approval

Commented [RB1]:





Data Sources:
The geographic data on this mapsheet is based primarily upon interpretation of April, 2003 aerial photography. It was compiled to meet the ASPRS standards for Class 1 map accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2006.

The data on this mapsheet represents the efforts of the Town of Nantucket and other participating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and update data in their data base as it is available. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



Town of Nantucket - GIS Mapsheet



Staffed environmental cartography and information systems divisions have used the GIS data. Additional data and features that require other external agency for available requirements. The precision of information on this mapsheet does not necessarily imply public responsibility for the mapsheet's accuracy.

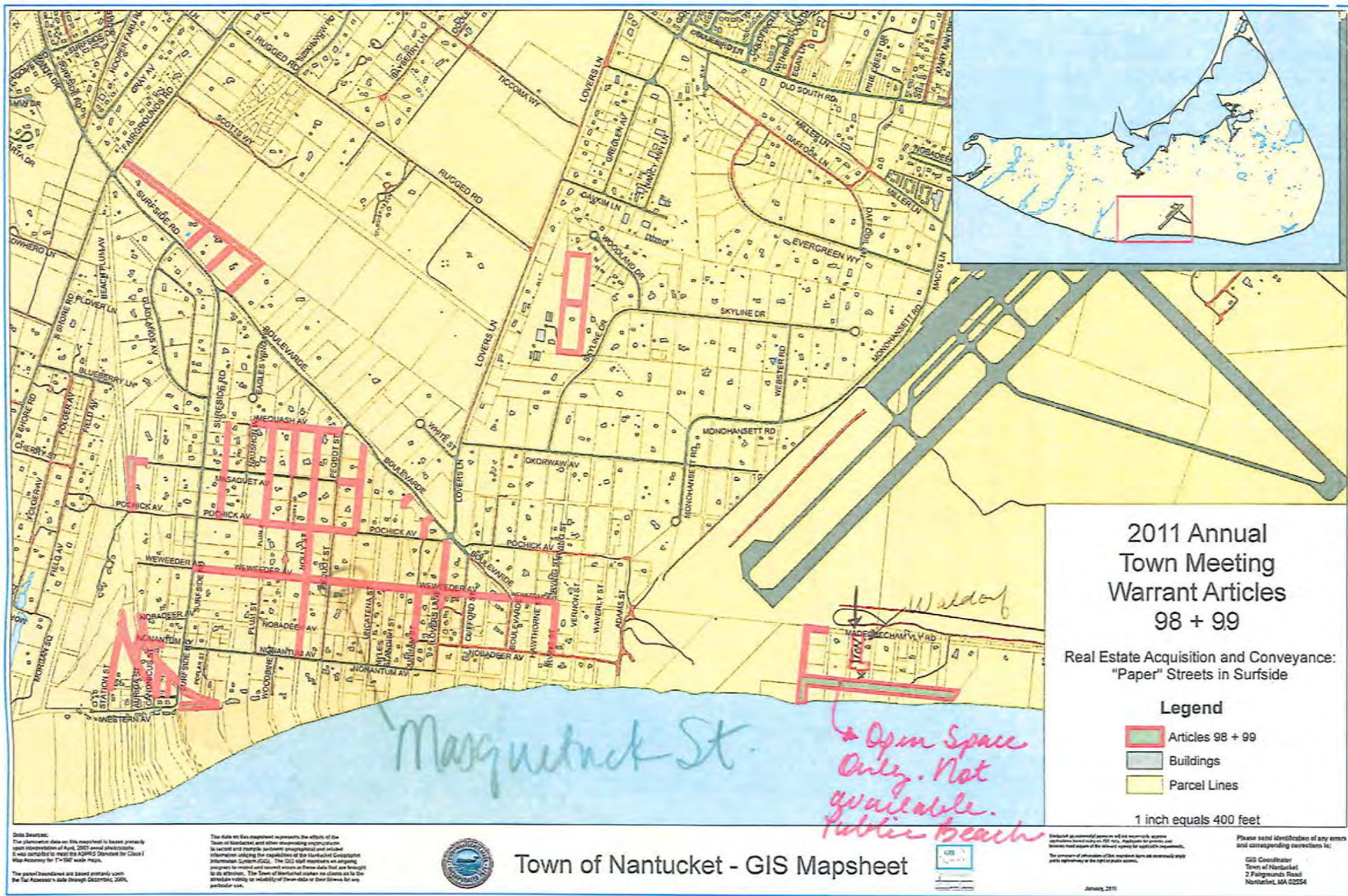
Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairports Road
Nantucket, MA 02554

November 2, 2008

2581

5+1





CURRENT ZONING CLASSIFICATION:
United Use District I (U.U.D.-I)
MINIMUM LOT SIZE: 40,000 SF.
MINIMUM FRONTAGE: 100 FT.
FRONT YARD SETBACK: 35 FT.
REAR YARD SETBACK: 10 FT.
GROUND COVER: 10%

- LEGEND**
- PCB ■ DENOTES CONCRETE FOUND WITH BRILLIANT FLOOD
 - PCB ■ DENOTES CONCRETE FOUND FOUND
 - (N) DENOTES RECORD MARIANNA
 - (O) DENOTES MARIANNA FOUND DISTRICT

DATE: 10/19/2021 10:34 PM
FILE: 10-25-2021-0-0210

NANTUCKET REGISTRY OF DEEDS
Date: November 19, 2021
Time: 5:50 PM
File No: 2021-67
Attorney: Grady H. Green
SHEET 1 OF 1
RESERVED FOR REGISTRY USE

NOTE:

PARCELS 3-5 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE UNDESIRABLE WEEDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WEED BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

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.
Ed. Reed 2-21-21
PROFESSIONAL LAND SURVEYOR DATE

Parcel 6 - \$30,000
Parcel 3 - \$5,000
Parcel 4 - \$10,000
per the assessor's office 3.23.22



Nantucket Select Board

Being a majority:
[Signature]
[Signature]
[Signature]
DATE SIGNED: _____

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

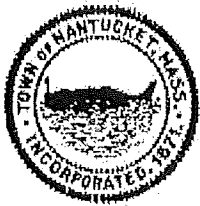
Nantucket Planning Board

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
[Signature]
[Signature]
DATE SIGNED: _____

REFERENCE SHALL BE MADE TO ARTICLES 10 & 11
TAKING AND DISPOSITION
Plan of Land
in
Nantucket, Mass.
Prepared for
TOWN OF NANTUCKET
Scale: 1" = 30' SEPTEMBER 23, 2021
BLACKWELL & ASSOCIATES, Inc.
Professional Land Surveyors
30 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-8026



B7162



Town of Nantucket

♦♦♦♦♦

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216
FAX (508) 325-5313
Home: (508) 228-7841

Email: cstover@nantucket-ma.gov
townclerk@nantucket-ma.gov

WEBSITE: <http://www.nantucket-ma.gov>

♦♦♦♦♦

April 19, 2011

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 4, 2011 ANNUAL TOWN MEETING adopted **Article 98: "Real Estate Acquisition: "Paper" Streets in Surfside"** at the April 4, 2011 adjourned session when ...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board was duly motioned and seconded.

VOTE: The vote on the motion pursuant to Article 98 as moved by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

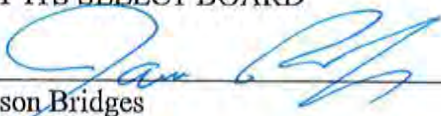
Catherine Flanagan Stover, MMC, CMMC
Town and County Clerk

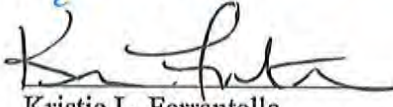
ATTEST: TRUE COPY

NANTUCKET TOWN & COUNTY CLERK

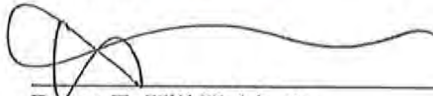
Adopted under seal this 27 day April, 2022.

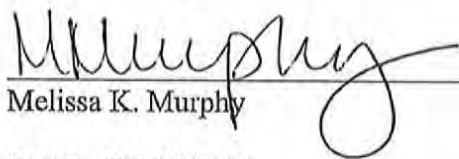
TOWN OF NANTUCKET
BY ITS SELECT BOARD


Jason Bridges


Kristie L. Ferrantella


Matthew G. Fee


Dawn E. Hill Holdgate


Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 27 day of April, 2022, before me, the undersigned notary public, personally appeared Jason Bridges, Kristie L. Ferrantella, Matthew G. Fee, Dawn E. Hill Holdgate and Melissa K. Murphy, as members of the Select Board of the Town of Nantucket, 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 or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.


Notary Public

My commission expires:

802686/NANTYDSALE 19712/0001



ARTICLE 98

(Real Estate Acquisition: "Paper" Streets in Surfside)

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain the fee or lesser interests in all or any portion of thirty-four (34) unconstructed rights of way in the Surfside area of Nantucket and identified below, together with any public and private rights of passage, for public ways and/or general municipal purposes:

- Plum, Poplar and Holly Streets between the northern sideline of Pochick Avenue and the southern sideline of Mequash Avenue (f.k.a. or a.k.a. Sechacha Avenue; excluding any portion of Masaquet Avenue (f.k.a. or a.k.a. Wauwinet Avenue));
- Laurel, School and Myrtle Streets between the northeastern sideline of Surfside Road and the southern sideline of Maclean Street;
- Miacomet, Monomoy and Massasoit Avenues between the centerline of Irving and Hawthorne Streets;
- Masquetuck and Dunham Streets between the northern sideline of Pochick Avenue and the southern sideline of Boulevarde;
- Dunham Street and Irving Street: between the northern sideline of Nobadeer Avenue and the southern sideline of Weweeder Avenue;
- Irving Street and Hawthorne Street: between the northern sideline of Massasoit Avenue and the southern sideline of Miacomet Avenue (excluding any portion of Monomoy Avenue);
- Holly Street between the northern sideline of Nonantum Avenue to the southern sideline of Pochick Avenue (excluding any portion of Weweeder and Nobadeer Avenues);
- Maclean Street between the eastern sideline of Fairgrounds Road and the eastern sideline of Myrtle Street;
- Mequash Avenue (f.k.a. Sechacha Avenue) between the western sideline of Pequot Street (formerly or also known as Orange Street) and the eastern sideline of Naushon Way (f.k.a. Cherry Street);
- Pochick Avenue between the eastern sideline of Naushon Way (f.k.a. Cherry Street) to the western sideline of Masquetuck Street (excluding any portion of Pequot and Woodbine Streets);
- Masaquet Avenue (f.k.a. Wauwinet Avenue) between the eastern sideline of Pequot Avenue (formerly or also known as Orange Street) and the western sideline of Masquetuck Street and the terminus of a turning tee and the eastern sideline of Atlantic Avenue;
- Woodbine Street between the northern sideline of Masaquet Avenue (f.k.a. or a.k.a. Wauwinet Avenue) and the southern sideline of Mequash Avenue (f.k.a. or a.k.a. Sechacha Avenue);
- Myles Standish Street (f.k.a. or a.k.a. Shimmo Street) between the northern lot line of property at 38 Pochick Avenue (Assessor Map 80 Parcel 11) and a northern and eastern sideline of a property at 36 Pochick Avenue (Assessor Map 80 Parcel 285) and the southern sideline of Boulevarde;
- Copeland Street between the southern sideline of Masaquet Avenue (f.k.a. or a.k.a. Wauwinet Avenue) and the eastern sideline of Atlantic Avenue;
- Atlantic Avenue between the southern lot line of a property at 6 Gladlands Avenue (Assessor Map 80 Parcel 179) and the northern sideline of Pochick Avenue, the southern sideline of Nobadeer Avenue and the western sideline of Surfside Road (f.k.a. Myrtle Street);

- Station Avenue between the western sideline of Atlantic Avenue and its terminus at an extension of the southern lot line of a property at 5 Station Street (Assessor Map 87 Parcel 114) then west to the western sideline of Station Avenue;
- Curve Street between the northeastern sideline of Station Avenue and the western sideline of Cononicus Street (f.k.a. or a.k.a. Laurel Street);
- Arrugia Street (f.k.a. School Street) between the southern sideline of Atlantic Avenue and the northern sideline of Curve Street;
- Nonantum Avenue: between the western sideline of Laurel Street and the eastern sideline of Atlantic Avenue;
- Lovers Lane between the northern sideline of Weweeder Avenue and the southern sideline of Pochick Avenue;
- Weweeder Avenue between the western sideline of Irving Street to the eastern sideline of Surfside Road (f.k.a. Myrtle Street); excluding any portion of Boulevarde (f.k.a. Central Street), Clifford Street, Pequot Street and Cherry Street (a.k.a. Naushon Way) and between the western sideline of Everett Street to the western sideline of Russell Street;
- Western Avenue between the eastern sideline of Surfside Road and its eastern terminus;
- Poplar Street between the northern sideline of Western Avenue and the southern sideline of Atlantic Avenue;
- Unnamed ways between the western sideline of Surfside Road, the eastern sideline of Cononicus Street and the southern sideline of Atlantic Avenue;
- Everett Street between the southern sideline of Weweeder Avenue to the Atlantic Ocean, not including any portion of Boulevarde;
- Boulevarde from the western sideline of Everett Street to the western lot line of Assessor Map 88 Parcel 31; and

To see if the Town will vote to appropriate, borrow pursuant to applicable statute or transfer from available funds, a sum of money for such purposes.

All as shown on a map entitled "2011 Annual Town Meeting Warrant Article 98" dated January 2011 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Board of Selectmen)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen be authorized to acquire by purchase, gift or eminent domain the fee or lesser interests in all or any portion of thirty-four (34) unconstructed rights of way in the Surfside area of Nantucket as identified in the Warrant under Article 98, together with any public and private rights of passage, for public ways and/or general municipal purposes, as amended below:

- Laurel, School and Myrtle Streets between the northeastern sideline of Surfside Road and the southern sideline of Maclean Street, and Laurel Street (n.k.a. Canonicus Street) between the northern sideline of an unnamed way and the southern sideline of Atlantic Avenue;
- Atlantic Avenue between the southern lot line of a property at 6 Gladlands Avenue (Assessor Map 80 Parcel 179) and the northern sideline of Pochick Avenue, the southern sideline of Nobadeer Avenue and the western-northern sideline of Western Avenue excluding any portion of Surfside Road (f.k.a. Myrtle Street);

- Station Avenue ~~Street~~ between the western sideline of Atlantic Avenue and its terminus at an extension of the southern lot line of a property at 5 Station Street (Assessor Map 87 Parcel 114) then west to the western sideline of Station Avenue ~~Street~~;
- Curve Street between the northeastern sideline of Station Avenue ~~Street~~ and the western sideline of Canonicus Street (f.k.a. or a.k.a. Laurel Street);
- Arrugia ~~Auriga~~ Street (f.k.a. School Street) between the southern sideline of Atlantic Avenue and the northern sideline of Curve Street;
- Unnamed ways between the western sideline of Surfside Road, the eastern sideline of Canonicus Street and the southern sideline of Atlantic Avenue.

All as shown on a map entitled "2011 Annual Town Meeting Warrant Article 98" dated January 2011.



Town of Nantucket

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♦♦♦♦♦

April 19, 2011

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 4, 2011 ANNUAL TOWN MEETING adopted **Article 99: "Real Estate Conveyance: "Paper" Streets, Surfside"** at the April 4, 2011 adjourned session when ...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board was duly motioned and seconded.

VOTE: The vote on the motion pursuant to Article 99 as moved by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, MMC, CMMC
Town and County Clerk

- Station Avenue Street between the western sideline of Atlantic Avenue and its terminus at an extension of the southern lot line of a property at 5 Station Street (Assessor Map 87 Parcel 114) then west to the western sideline of Station Avenue Street;
- Curve Street between the northeastern sideline of Station Avenue Street and the western sideline of Canonicus Street (f.k.a. or a.k.a. Laurel Street);
- Arrugia Auriga Street (f.k.a. School Street) between the southern sideline of Atlantic Avenue and the northern sideline of Curve Street;
- Unnamed ways between the western sideline of Surfside Road, the eastern sideline of Canonicus Street and the southern sideline of Atlantic Avenue.

All as shown on a map entitled "2011 Annual Town Meeting Warrant Article 98" dated January 2011.

ARTICLE 99

(Real Estate Conveyance: "Paper" Streets, Surfside)

To see if the Town will vote to authorize the Board of Selectmen to convey, sell or otherwise dispose of the fee title or lesser interests in all or any portion of land in the Surfside area of Nantucket known as Surfside South and identified below, subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the "Nantucket Yard Sales" program on file at the Board of Selectmen's office, such disposition to be on such terms and conditions as the Board of Selectmen deem appropriate, which may include, the reservation of easements and restrictions:

- Plum, Poplar and Holly Streets between the northern sideline of Pochick Avenue and the southern sideline of Mequash Avenue (f.k.a. or a.k.a. Sechacha Avenue; excluding any portion of Masaquet Avenue (f.k.a. or a.k.a. Wauwinet Avenue));
- Laurel, School and Myrtle Streets between the northeastern sideline of Surfside Road and the southern sideline of Maclean Street;
- Miacomet, Monomoy and Massasoit Avenues between the centerline of Irving and Hawthorne Streets;
- Masquetuck and Dunham Streets between the northern sideline of Pochick Avenue and the southern sideline of Boulevarde;
- Dunham Street and Irving Street: between the northern sideline of Nobadeer Avenue and the southern sideline of Weweeder Avenue;
- Irving Street and Hawthorne Street: between the northern sideline of Massasoit Avenue and the southern sideline of Miacomet Avenue (excluding any portion of Monomoy Avenue);
- Holly Street between the northern sideline of Nonantum Avenue to the southern sideline of Pochick Avenue (excluding any portion of Weweeder and Nobadeer Avenues);
- Maclean Street between the eastern sideline of Fairgrounds Road and the eastern sideline of Myrtle Street;
- Mequash Avenue (f.k.a. Sechacha Avenue) between the western sideline of Pequot Street (formerly or also known as Orange Street) and the eastern sideline of Naushon Way (f.k.a. Cherry Street);
- Pochick Avenue between the eastern sideline of Naushon Way (f.k.a. Cherry Street) to the western sideline of Masquetuck Street (excluding any portion of Pequot and Woodbine Streets);
- Masaquet Avenue (f.k.a. Wauwinet Avenue) between the eastern sideline of Pequot Avenue (formerly or also known as Orange Street) and the western sideline of Masquetuck Street and the terminus of a turning tee and the eastern sideline of Atlantic Avenue;
- Woodbine Street between the northern sideline of Masaquet Avenue (f.k.a. or a.k.a. Wauwinet Avenue) and the southern sideline of Mequash Avenue (f.k.a. or a.k.a. Sechacha Avenue);
- Myles Standish Street (f.k.a. or a.k.a. Shimmo Street) between the northern lot line of property at 38 Pochick Avenue (Assessor Map 80 Parcel 11) and a north and east sideline of a property at 36 Pochick Avenue (Assessor Map 80, Parcel 285) and the southern sideline of Boulevarde;
- Copeland Street between the southern sideline of Masaquet Avenue (f.k.a. or a.k.a. Wauwinet Avenue) and the eastern sideline of Atlantic Avenue;

- Atlantic Avenue between the southern lot line of a property at 6 Gladlands Avenue (Assessor Map 80 Parcel 179) and the northern sideline of Pochick Avenue, the southern sideline of Nobadeer Avenue and the western sideline of Surfside Road (f.k.a. Myrtle Street);
- Station Avenue between the western sideline of Atlantic Avenue and its terminus at an extension of the southern lot line of a property at 5 Station Street (Assessor Map 87 Parcel 114) west to the western sideline of Station Avenue;
- Curve Street between the northeastern sideline of Station Avenue and the western sideline of Cononicus Street (f.k.a. or a.k.a. Laurel Street);
- Arrugia Street (f.k.a. School Street) between the southern sideline of Atlantic Avenue and the northern sideline of Curve Street;
- Nonantum Avenue: between the western sideline of Laurel Street and the eastern sideline of Atlantic Avenue;
- Lovers Lane between the northern sideline of Weweeder Avenue and the southern sideline of Pochick Avenue;
- Weweeder Avenue between the western sideline of Irving Street to the eastern sideline of Surfside Road (f.k.a. Myrtle Street); excluding any portion of Boulevarde (f.k.a. Central Street), Clifford Street, Pequot Street and Cherry Street (a.k.a. Naushon Way);
- Western Avenue between the eastern sideline of Surfside Road and its eastern terminus;
- Poplar Street between the northern sideline of Western Avenue and the southern sideline of Atlantic Avenue;
- Unnamed ways between the western sideline of Surfside Road, the eastern sideline of Cononicus Street and the southern sideline of Atlantic Avenue;
- Boulevarde from the western sideline of Russell Street to the western lot line of Assessor Map 88 Parcel 31.

All as shown on a map entitled "2011 Annual Town Meeting Warrant Article 99" dated January 2011 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Board of Selectmen)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen is hereby authorized to convey, sell or otherwise dispose of the fee title or lesser interests in all or any portion of land in the Surfside area of Nantucket known as Surfside South and identified in the Warrant under Article 99, as amended below, and subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the "Nantucket Yard Sales" program on file at the Board of Selectmen's office, such disposition to be on such terms and conditions as the Board of Selectmen deem appropriate, which may include, the reservation of easements and restrictions:

- Laurel, School and Myrtle Streets between the northeastern sideline of Surfside Road and the southern sideline of Maclean Street, and Laurel Street (n.k.a. Canoncus Street) between the northern sideline of an unnamed way and the southern sideline of Atlantic Avenue;
- Atlantic Avenue between the southern lot line of a property at 6 Gladlands Avenue (Assessor Map 80 Parcel 179) and the northern sideline of Pochick Avenue, the southern sideline of Nobadeer Avenue and the western-northern sideline of Western Avenue excluding any portion of Surfside Road (f.k.a. Myrtle Street);

- Station Avenue Street between the western sideline of Atlantic Avenue and its terminus at an extension of the southern lot line of a property at 5 Station Street (Assessor Map 87 Parcel 114) then west to the western sideline of Station Avenue Street;
- Curve Street between the northeastern sideline of Station Avenue Street and the western sideline of Canonicus Street (f.k.a. or a.k.a. Laurel Street);
- Arrugia Auriga Street (f.k.a. School Street) between the southern sideline of Atlantic Avenue and the northern sideline of Curve Street;
- Unnamed ways between the western sideline of Surfside Road, the eastern sideline of Canonicus Street and the southern sideline of Atlantic Avenue.

All as shown on a map entitled "2011 Annual Town Meeting Warrant Article 99" dated January 2011.



NANTUCKET
TOWN CLERK

2020 OCT -5 PM 3:29

Nantucket Planning Board

Form A

Application for Endorsement of a Plan Believed Not to Require Approval (ANR)

Date: October 4, 2021

*Name of Owner(s)/Applicant(s): Town of Nantucket

*Owner's/Applicant's address: 2 FLZ State: MA Zip Code: 02554

*(include all names and addresses of the principals of the owner entity such as principal officer of corporation, trustees of the trust and partners of the partnership)

Location of Property (Street or Area): Portions of Weweeget & Hawthorne

Name of Registered Land Surveyor: Jeff Blackwell

Surveyor's address: 20 Teasdale Rd

The owner's title to the land derived under deed from _____ date _____ and recorded in Nantucket Registry of Deed, Books _____ Pages _____, or Land Court Certificate of Title # _____ registered in Nantucket Document Number _____ and shown on Assessor's Maps # _____ Parcel _____.

Total Number of Proposed Lots: 3

Total Number of Buildable Lots: 0

To the Planning Board of the Town of Nantucket:

The undersigned wishes to record the accompanying plan and requests a determination and endorsement by said Board that approval by it under the Subdivision Control Law is not required. The undersigned believes that such approval is not required for the following reasons: (check all that apply)

- The accompanying plan is not a subdivision because it does not show a division of land (perimeter plan).
- The division of the tract of land shown on the accompanying plan is not a subdivision because every lot on the plan has frontage of at least such distance as is presently required by the *Nantucket Zoning By-Law* under Section 5 which requires _____ feet for erection of a building on such lot; and every lot shown on the plan has such frontage on:

A. a public way or a way which the City or Town Clerk certifies is maintained and used as a Public way, namely _____; OR

B. a way shown on a plan theretofore approved and endorsed in accordance with the Subdivision Control Law, namely _____ on _____ (date) and Subject to the following conditions _____; OR

C. a way in existence on _____ (date); the date when the Subdivision Control Law became effective in the Town of Nantucket, having in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the need to vehicular

Fee Waived!

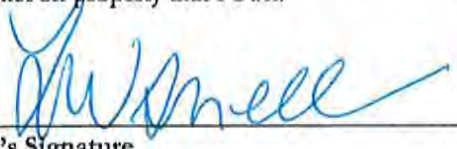
traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon, namely _____.

- The division of the tract of land shown on the accompanying plan is not a subdivision because it shows a proposed conveyance or other instrument, namely _____, which adds to, takes away from or changes the size and shape of lots in such a manner so that no lot affected is left without frontage as required by the *Nantucket Zoning By-Law* under Section 5, which requires _____ feet.
- The division of the tract of land shown on the accompanying plan is not a subdivision because two or more buildings, specifically _____ buildings were standing on the land prior to 1955, the date when the Subdivision Control Law went into effect in the Town of Nantucket, and one of such building remains standing on each of the lots; said buildings as shown and located on the accompanying plan. Evidence of the existence of such buildings prior to the effective date of the Subdivision Control Law is submitted as follows: _____

- Other reasons or comments: (see M.G.L., Chapter 41, Section 81-L)

*taking & disposition of parcels 3-5 as approved at AFM 2011
art 98099*

I hereby certify that the applicant(s) listed above have been authorized by me to file a plan with the Planning Board of Nantucket on property that I own.



Owner's Signature

Planning Board File # _____

Endorsement Date: _____

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2022.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Marcia J. Coyle of 61 Pochick Avenue, Nantucket, Massachusetts 02554 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel 4, Hawthorne Street, containing 4,000± square feet, on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with the Nantucket County Registry of Deeds as Plan No. 2021-67 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods, which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 61 Pochick Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 79 as Parcel 159, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Ten Thousand and 00/100 Dollars (\$10,000.00), of which

\$ 0.00	was paid as a deposit
\$ 10,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 10,000.00</u>	Total
---------------------	-------

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 23rd day of June 2022, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the 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 delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

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

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement, which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Marcia J. Coyle
61 Pochick Avenue
Nantucket, MA 02554

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of

the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the provisions of the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 61 Pochick Avenue, shown on Town Assessor's Map 79 as Parcel 159, previously acquired by Grantee by Deed recorded with Nantucket county Registry of Deeds in Book 1198, Page 342(together, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises,

and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Marcia J. Coyle

816833 NANT19712/0001

QUITCLAIM DEED

Parcel 4, Hawthorne Street, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the "Grantor"), in consideration of Ten Thousand and 00/100 Dollars (\$10,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Marcia J. Coyle** (the "Grantee") having a mailing address of 61 Pochick Avenue, Nantucket, Massachusetts 02554, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 4, Hawthorne Street, containing 4,000± square feet on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2021-67 (the "Parcel"). The Parcel hereby conveyed is a portion of Proprietors Road and is vacant land.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 61 Pochick Avenue shown on Town Assessor's Map 79 as Parcel 159 previously acquired by Grantee pursuant to Deed recorded with the Nantucket County Registry of Deeds in Book 1198, Page 342 (together, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date

hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

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

For Grantor's title, see Order of Taking dated April 27, 2022, recorded with said Deeds in Book 1892, Page 267.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2022.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Melissa K. Murphy, Matthew G. Fee and Brooke Mohr as Members of the Select Board of the Town of Nantucket, 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 or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

A certain parcel of land in Nantucket, Massachusetts shown as Parcel 4, Hawthorne Street, containing 4,000± square feet on a plan of land entitled "Taking and Disposition Plan of Land, in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2021-67

(2) Type of Transaction, Agreement, or Document:

Sale of property by Town of Nantucket

(3) Public Agency Participating in Transaction:

Town of Nantucket, acting by and through its Select Board, Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Marcia J. Coyle of 61 Pochick Avenue, Nantucket, Massachusetts 02554

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ ☒ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Marcia J. Coyle

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above) Marcia J. Coyle

Authorized Signature of Disclosing Party

Date:

Print Name & Title of Authorized Signer Marcia J. Coyle

816857NANT 19712/0001

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Marcia J. Coyle ("Buyer")
Parcel 4, Hawthorne Street,
Nantucket, MA (Property)
June 23, 2022(Closing Date)

Purchase Price: **\$ 10,000.00**

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment

6./23/22-6/30/22 \$.80

7/1/22-6/30/23 \$ 37.40

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: **\$ 11,038.20**

Checks:

Town of Nantucket \$ 11,038.20

BUYER:

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Marcia J. Coyle

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

—

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2022.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Robert W. Hausslein of _____ hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel 3, Hawthorne Street, containing 2,000± square feet, on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with the Nantucket County Registry of Deeds as Plan No. 2021-67 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods, which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 14 Irving Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 79 as Parcel 122, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Five Thousand and 00/100 Dollars (\$5,000.00), of which

\$ 0.00	was paid as a deposit
\$ 5,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 5,000.00</u>	Total
--------------------	-------

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 23rd day of June 2022, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the 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 delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

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

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement, which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Robert W. Hausslein

With a copy to:

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to

a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the provisions of the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 14 Irving Street, shown on Town Assessor's Map 79 as Parcel 122, previously acquired by Grantee by Deed recorded with Nantucket county Registry of Deeds in Book 573, Page 279(together, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another

portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Robert W. Hausslein

816924 NANT19712/0001

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

A certain parcel of land in Nantucket, Massachusetts shown as Parcel 3, Hawthorne Street, containing 2,000± square feet on a plan of land entitled "Taking and Disposition Plan of Land, in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2021-67

(2) Type of Transaction, Agreement, or Document:

Sale of property by Town of Nantucket

(3) Public Agency Participating in Transaction:

Town of Nantucket, acting by and through its Select Board, Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Robert W. Hausslein of _____

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ ☒ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Robert W. Hausslein

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above) Robert W. Hausslein

Authorized Signature of Disclosing Party

Date:

Print Name & Title of Authorized Signer Robert W. Hausslein

816929NANT 19712/0001

QUITCLAIM DEED

**Parcel 3, Hawthorne Street,
Nantucket, Massachusetts**

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the "Grantor"), in consideration of Five Thousand and 00/100 Dollars (\$5,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Robert W. Hausslein** (the "Grantee") having a mailing address of _____, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 3, Hawthorne Street, containing 2,000± square feet on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2021-67 (the "Parcel"). The Parcel hereby conveyed is a portion of Proprietors Road and is vacant land.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 14 Irving Street shown on Town Assessor's Map 79 as Parcel 122 previously acquired by Grantee pursuant to Deed recorded with the Nantucket County Registry of Deeds in Book 573, Page 279 (together, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date

hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

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

For Grantor's title, see Order of Taking dated April 27, 2022, recorded with said Deeds in Book 1892, Page 267.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2022.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Melissa K. Murphy, Matthew G. Fee and Brooke Mohr as Members of the Select Board of the Town of Nantucket, 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 or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Robert W. Hausslein ("Buyer")
Parcel 3, Hawthorne Street,
Nantucket, MA (Property)
June 23, 2022(Closing Date)

Purchase Price: \$ 5,000.00

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment

6./23/22-6/30/22 \$.40

7/1/22-6/30/23 \$ 18.70

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 6,019.10

Checks:

Town of Nantucket \$ 6,019.10

BUYER:

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Robert W. Hausslein

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

—

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2022.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Fifty-Nine Pochick Avenue LLC, a Massachusetts limited liability company, having a mailing address c/o Paul Vaccari of 633 Ninth Avenue, 2N, New York, New York 10036 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel 5, Hawthorne Street, containing 10,000± square feet, on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with the Nantucket County Registry of Deeds as Plan No. 2021-67 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods, which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the

time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 59 Pochick Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 79 as Parcel 125, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Five Thousand and 00/100 Dollars (\$5,000.00), of which

\$ 0.00	was paid as a deposit
\$ 30,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.
\$ 30,000.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 23rd day of June 2022, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the 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 delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

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

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement, which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Fifty-Nine Pochick Avenue LLC
c/o Paul Vaccari
633 Ninth Avenue, 2N
New York, NY 10036

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the provisions of the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 59 Pochick Avenue, shown on Town Assessor's Map 79 as Parcel 125, previously acquired by Grantee by Deed recorded with Nantucket county Registry of Deeds in Book 1480, Page 272(together, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and

such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

**BUYER: FIFTY-NINE POCHICK
AVENUE LLC**

By: _____
Paul Vaccari, Manager

816970NANT19712/0001

QUITCLAIM DEED

Parcel 5, Hawthorne Street, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the "Grantor"), in consideration of Thirty Thousand and 00/100 Dollars (\$30,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Fifty-Nine Pochick Avenue LLC**, a Massachusetts limited liability company (the "Grantee") having a mailing address c/o Paul Vaccari, 633 Ninth Avenue, 2N, New York, New York 10036, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 5, Hawthorne Street, containing 10,000± square feet on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2021-67 (the "Parcel"). The Parcel hereby conveyed is a portion of Proprietors Road and is vacant land.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 59 Pochick Avenue shown on Town Assessor's Map 79 as Parcel 125 previously acquired by Grantee pursuant to Deed recorded with the Nantucket County Registry of Deeds in Book 1480, Page 272 (together, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the

Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

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

For Grantor's title, see Order of Taking dated April 27, 2022, recorded with said Deeds in Book 1892, Page 267.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2022.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Melissa K. Murphy, Matthew G. Fee and Brooke Mohr as Members of the Select Board of the Town of Nantucket, 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 or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

A certain parcel of land in Nantucket, Massachusetts shown as Parcel 5, Hawthorne Street, containing 10,000± square feet on a plan of land entitled "Taking and Disposition Plan of Land, in Nantucket, Mass. Prepared for Town of Nantucket," dated September 23, 2021, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2021-67

(2) Type of Transaction, Agreement, or Document:

Sale of property by Town of Nantucket

(3) Public Agency Participating in Transaction:

Town of Nantucket, acting by and through its Select Board, Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Fifty-Nine Pochick Avenue LLC, a Massachusetts limited liability company

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____X____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above) Fifty-Nine Pochick Avenue LLC

Authorized Signature of Disclosing Party

Date:

Print Name & Title of Authorized Signer Paul Vaccari, Manager

816993NANT 19712/0001

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Fifty-Nine Pochick Avenue LLC ("Buyer")
Parcel 5, Hawthorne Street,
Nantucket, MA (Property)
June 23, 2022(Closing Date)

Purchase Price: \$ 30,000.00

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment
6./23/22-6/30/22 \$ 2.48
7/1/22-6/30/23 \$ 112.20

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 31,114.68

Checks:

Town of Nantucket \$ 31,114.68

**BUYER: FIFTY-NINE POCHICK
AVENUE LLC**

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Paul Vaccari, Manager

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

—

RELEASE OF EASEMENT

The **Town of Nantucket**, a Massachusetts municipal corporation, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts, acting by and through its Select Board (the “Town”), for consideration paid of One Dollar (\$1.00), receipt of which is hereby acknowledged, pursuant to the authority of the vote of Article 105 adopted at its 2021 Annual Town Meeting, a certified copy of which is attached hereto, hereby releases to **Kristopher Megna and Stephanie Megna**, owners of property at Lot 2A, 28 South Shore Road, Nantucket, Massachusetts, described in a deed recorded with Nantucket County Registry of Deeds in Book 1796, Page 90 (the “Property”), all of the Town’s right, title and interest in the easement rights in the portions of the Property shown as Easement E-1, Hancock Street containing 7,122± s. f. on a plan of land entitled “Roadway Easement Acquisition Plan, Hancock Street in Nantucket, Massachusetts,” dated October 26, 2021, prepared by Earle & Sullivan, Inc., a copy of which is attached as Exhibit A to the Order of Taking. Said plan is recorded with said Deeds at Book 1883, Page 125.

For title to Town’s easement rights see Order of Taking dated February 23, 2022, recorded with said Deeds in Book 1883, Page 121.

This Confirmatory Release of Easement corrects then names of the property owners in Release of Easement recorded with said Deeds in Book 1893, Page 139.

Signature Page to Follow

EXECUTED under seal this _____ day of _____, 2022.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Melissa K. Murphy, Matthew G. Fee and Brooke Mohr as Members of the Select Board of the Town of Nantucket, 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 or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires: