



UPDATED MEETING POSTING

Original Posting Date: 2/9/23
Original Posting Number T 132

RECEIVED

2023 FEB 09 PM 03:54
NANTUCKET TOWN CLERK
Posting Number: T 135

TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25

All meeting **notices and agenda** must be filed and time stamped with the Town Clerk's Office and posted at least 48 hours prior to the meeting (excluding Saturdays, Sundays and Holidays)

Committee/Board/s	Real Estate Assessment Committee
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Day, Date, and Time	Monday, February 13, 2023 - 2:30PM
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Location / Address	REMOTE PARTICIPATION VIA ZOOM (See Below) THE MEETING WILL BE AIRED AT A LATER TIME ON THE TOWN'S GOVERNMENT TV YOUTUBE CHANNEL AT https://www.youtube.com/channel/UC-sgxA1fdoxteLNzRAUHIxA
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Signature of Chair or Authorized Person	Hayley Cooke, Housing & Real Estate Office Manager
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WARNING: IF THERE IS NO QUORUM OF MEMBERS PRESENT, OR IF MEETING POSTING IS NOT IN COMPLIANCE WITH THE OML STATUTE, NO MEETING MAY BE HELD!

UPDATED AGENDA

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

AGENDA for 2-13-2023

(Subject to change)

www.nantucket-ma.gov

JOIN ZOOM MEETING:

Link: <https://us06web.zoom.us/j/88375033949?pwd=MVFtaGFHUmc0eWlFaFVLb2hmdEJjUT09>

Meeting ID: 883 7503 3949 Password: 280184

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

- 1. CALL TO ORDER**
- 2. APPROVAL OF THE AGENDA**
- 3. PUBLIC COMMENT**

4. APPROVAL OF MINUTES

- Minutes from 12.12.22

5. APPROVAL OF 2023 REAC MEETING AGENDA

6. REAL ESTATE MATTERS

- Review proposed conveyance of portions of Masaquet Avenue and Atlantic Avenue shown as Lots A-D on Plan No. 2022-48, recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 98 of the 2011 Annual Town Meeting. Order of Taking recorded with the Nantucket Country Register of Deeds, Book 1925, Page 315
- Review proposed conveyance of a portion of Proprietors Road off Pocomo Road as shown as Parcel 5 on Plan No. 2014-100, recorded at Nantucket County Registry of Deeds.

7. OTHER BUSINESS

8. DATE AND TIME OF NEXT MEETING

- Monday, March 13, 2023 at 2:00pm

9. ADJOURNMENT

REAL ESTATE ASSESSMENT COMMITTEE

COMMITTEE MEMBERS: John Brescher (Chair), Rhoda Weinman (Vice Chair), Penny Dey (Secretary), Thomas Barada, Lee Saperstein

MINUTES

Monday, December 12, 2022

Remote Meeting *via* Zoom – 2:00pm

ATTENDING COMMITTEE MEMBERS: John Brescher, Lee Saperstein, Penny Dey

ABSENT: Rhoda Weinman, Thomas Barada

STAFF IN ATTENDANCE: Ken Beaugrand (Real Estate Specialist), Hayley Cooke (Housing & Real Estate Office Manager)

PUBLIC PRESENT: *None*

1. CALL TO ORDER

John Brescher calls the meeting to order at 2:04pm & reads participation & open meeting guidelines.

2. APPROVAL OF THE AGENDA

The **MOTION** was made by Penny Dey and seconded by Lee Saperstein that the REAC does hereby vote to approve the agenda.

ROLL CALL of those participating:

- | | | |
|----|----------------|-----|
| 1. | Lee Saperstein | Aye |
| 2. | Penny Dey | Aye |
| 3. | John Brescher | Aye |

The **MOTION** is carried by a 3-0 Vote.

3. PUBLIC COMMENT

None

4. APPROVAL OF MINUTES

- Minutes from 9.12.22 and 11.14.22

The **MOTION** was made by Lee Saperstein and seconded by Penny Dey to approve the Minutes from 9.12.22 and 11.14.22.

ROLL CALL of those participating:

1. Lee Saperstein Aye
2. Penny Dey Aye
3. John Brescher Aye

The **MOTION** is carried by a 3-0 Vote.

5. REAL ESTATE MATTERS

- Review proposed taking of portions of Masaquet Avenue and Atlantic Avenue shown as Lots A-D on Plan No. 2022-48, recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 98 of the 2011 Annual Town Meeting.

Lee Saperstein: The parcel of land to the left is the old railroad bit. I would ask that that be noted, so we ensure that no one starts thinking I can give away the railway bit.

John Brescher: Will the Landbank be purchasing lot D? Or will the owner of 3 Masaquet purchase both C and D?

Ken Beaugrand: The owner.

The **MOTION** made by Penny Dey and seconded by Lee Saperstein that REAC hereby recommends that the Select Board move forward with the the Taking of portions of Masaquet Avenue and Atlantic Avenue.

ROLL CALL of those participating:

1. Lee Saperstein Aye
2. Penny Dey Aye
3. John Brescher Aye

The **MOTION** is carried by a 3-0 Vote.

- Review proposed taking of portions Magnolia Avenue shown as P-1 through P-5 (inclusive) and easements shown as E-1 and E-2 on Plan No. 2022-51, recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 87 of the 2012 Annual Town Meeting.

John Brescher: Will we get One Big Beach easements on this? Will **CRACK** need to look at this?

Ken Beaugrand: I'll talk to Vince.

John Brescher: It may not be as material now, but why are there two easements and five dispositions? It seems the Town is only taking the easement interest in the portions over the railroad bed.

Ken Beaugrand: I believe that is correct.

The **MOTION** made by Penny Dey and seconded by Lee Saperstein that REAC hereby recommends that the Select Board move forward with the Taking of portions of Magnolia Avenue.

ROLL CALL of those participating:

- | | |
|-------------------|-----|
| 1. Lee Saperstein | Aye |
| 2. Penny Dey | Aye |
| 3. John Brescher | Aye |

The **MOTION** is carried by a 3-0 Vote.

6. **OTHER BUSINESS**

John Brescher: Can we put on the Agenda for January to vote on our monthly meetings for 2023?

Hayley Cooke: Yes.

Next Meeting:

- Monday, January 9, 2023 at 2:00pm

7. **ADJOURN.**

The **MOTION** was made by Penny Dey and seconded by Lee Saperstein to adjourn the meeting.

ROLL CALL of those participating:

- | | |
|-------------------|-----|
| 1. Lee Saperstein | Aye |
| 3. Penny Dey | Aye |
| 4. John Brescher | Aye |

The **MOTION** carried by a 3-0 Vote.

Open Session Meeting ended at 2:16pm.

Submitted by: Hayley Cooke

DRAFT

Proposed 2023 REAC Meeting Schedule:

meetings will always be at 2:00pm via Zoom unless otherwise noted

1.9.23

2.13.23

3.13.23

4.10.23

5.8.23

6.12.23

7.10.23

8.14.23

9.11.23

10.10.23* *This is TUESDAY. Monday 10.9.23 is a holiday.*

11.13.23

12.11.23

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Christopher J. Kelly, Trustee of Sixty-Four Pocomo Road Realty Trust ("Buyer")
Parcel 5, Proprietors Road,
Nantucket, MA (Property)
February 23, 2023 (Closing Date)

Purchase Price: **\$ 36,536.00**

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment
2/23/23-6/30/23 \$ 471.04
7/1/23-6/30/24 \$ 1,342.20

Reimbursement of Town's Legal Fees \$ 1,500.00

Net Amount Due Seller: **\$ 39,849.24**

Checks:

Town of Nantucket \$ 39,849.24

**BUYER: SIXTY-FOUR POCOMO ROAD
REALTY TRUST**

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Christopher J. Kelly,
Trustee

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2023.

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 Christopher J. Kelly, Trustee of Sixty-Four Pocomo Road Realty Trust under a Declaration of Trust dated March 3, 1999, filed with the Nantucket Registry District of the Land Court as Document No. 84125, having an address of 65 Woodcliff Road, Wellesley, Massachusetts 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, Proprietors Road, containing 5,295 ± square feet, on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Sixty-Four Pocomo Road Realty Trust," dated October 14, 2014, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2014-100 (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 64 Pocomo Road, Nantucket, Massachusetts, shown on Assessor's Map 15 as Parcel 30, 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 Thirty-Six Thousand Five Hundred Thirty-Six and 00/100 Dollars (\$36,536.00), of which

\$	0.00	was paid as a deposit
\$	0.00	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.

\$	36,636.00	Total
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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 February 2023, 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:

Christopher J. Kelly, Trustee
Sixty-Four Pocomo Road Realty Trust
65 Woodcliff Road
Wellesley, MA

With a copy to:

Daniel J. Bailey, III, Esq.
Pierce Atwood, LLP
100 Summer Street
22nd Floor
Boston, MA 02110
(617) 488-8165
Facsimile: (617) 824-2020
dbailey@pierceatwood.com

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
vmarsh@k-plaw.com

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 64 Pocomo Road, shown on Assessor's Map 15 as Parcel 30, previously acquired by Grantee by Deed noted on Certificate of Title No. 18822 filed with the Nantucket County Registry District of the Land Court as affected by Land Court Notice of Voluntary Withdrawal from the Registration System recorded with Nantucket County Registry of Deeds in Book 1919, Page 72 and filed with said Registry District of the Land Court as Document No.

175772 (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 Registry of 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 filed with said Registry of 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

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

Brooke Mohr

Malcolm W. MacNab

**BUYER: Sixty-Four Pocomo Road
Realty Trust**

By: _____
_Christopher J. Kelly, Trustee

850289 NANT19712/0001

QUITCLAIM DEED

Parcel 5, Proprietors Road, 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-Six Thousand Five Hundred Thirty-Six and 00/100 Dollars (\$36,536.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2014 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Christopher J. Kelly, Trustee of Sixty-Four Pocomo Road Realty Trust u/d/t dated March 3, 1999 filed with Nantucket Registry District of the Land Court as Document No. 84125** (the “Grantee”) having a mailing address of 65 Woodcliff Road, Wellesley, Massachusetts, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 5, Proprietors Road, containing 5,295± square feet on a plan of land entitled “Taking and Disposition Plan of Land in Nantucket, MA Prepared for Sixty-Four Pocomo Road Realty Trust,” dated October 14, 2014, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2014-100 (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 64 Pocomo Road shown on Town Assessor’s Map 15 as Parcel 30 previously acquired by Grantee pursuant to Deed noted on Certificate of Title No. 18822 filed with the Nantucket Registry District of the Land Court as affected by Land Court Notice of Voluntary Withdrawal from the Registration System recorded with Nantucket County Registry of Deeds in Book 1919, Page 72 and filed with said Registry District of the Land Court as Document No. 175772 (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 by Eminent Domain of Portions of Proprietors Road dated February 25, 2015, filed with said Registry District of the Land Court as Document No. 147271.

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

EXECUTED under seal this _____ day of _____, 2023.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

Brooke Mohr

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Matthew G. Fee, Brooke Mohr and Malcolm W. MacNab, 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:

850343NANT19712/0001

**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 5, Proprietors Road, containing 5,295± square feet on a plan entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Sixty-Four Pocomo Road Realty Trust, dated October 14, 2014 prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2014-100.

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

Sale to municipality

(3) Public Agency Participating in Transaction:

Town of Nantucket

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

Christopher J. Kelly, Trustee of Sixty-Four Pocomo REoad Realty Trust u/d/t dated March 3, 1999 filed with Nantucket Registry District of the Land Court as Document No. 84125.

(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.

Sixty-Four Pocomo Road Realty Trust

Disclosing Party

Authorized Signature of Disclosing Party

Date (As of 2/___/2023)

Christopher J. Kelly, Trustee

Print Name & Title of Authorized Signer

