



MEETING POSTING

TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25

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

Committee/Board/s | REAL ESTATE ASSESSMENT COMMITTEE

Day, Date, and Time | WEDNESDAY, JUNE 21, 2023 AT 11:00 AM

Location / Address | REMOTE PARTICIPATION VIA ZOOM
The meeting will be aired at a later time on the Town's Government TV YouTube Channel <https://www.youtube.com/channel/UC-sgxA1fdoxteLNzRAUHixA>

Signature of Chair or Authorized Person | ERIKA MOONEY

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!

AGENDA

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

Join Zoom Meeting

<https://us06web.zoom.us/j/83191871937?pwd=NEt1eUNUaE5HUK9oNk9JZ1ROSTVLUt09>

Meeting ID: 831 9187 1937

Passcode: 607835

I. Call to Order

II. Acceptance of Agenda

III. Public Comment

IV. Real Estate Matters

1. Review the takings by eminent domain of perpetual water easements or other interests in real estate for the purpose of improving the Town's water system and providing clean water and to construct, inspect, repair, renew, replace, operate and forever maintain water lines and mains with any manholes, pipes, conduits and other equipment and appurtenances thereto, in, through, under and across the private ways identified as Skyline Drive, Webster Road, and portions of Monohansett Road and Okorwaw Avenue, as shown on plans of land entitled "Water Easement Plan, Monohansett Road and Okorwaw Avenue, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., "Water Easement Plan, Webster Road, Nantucket, Nantucket County," prepared by Greenman-Pedersen, Inc., and "Water Easement Plan Skyline Drive, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., and "Water Easement Plan, Skyline Drive, Nantucket, Massachusetts," prepared by Merrill

Engineers and Land Surveyors, copies of which are on file with the Town Clerk's Office, Pursuant to MGL Chapter 79 and Vote on Article 96 of 2023 Annual Town Meeting.

2. Review conveyance of Town-owned Yard Sale Parcel Known as Lot A, Atlantic Avenue, containing 2,073± square feet on a plan of land entitled "Roadway Disposition Plan in Nantucket, Mass. of Portions of Unconstructed 'Masaquet Avenue' 'Atlantic Avenue,'" dated January 11, 2023, prepared by Bracken Engineering, Inc. and recorded with Nantucket County Registry of Deeds as Plan No. 2023-17, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
3. Review conveyance of Town-owned Yard Sale Parcel Known as Lot B, Masaquet Avenue and Atlantic Avenue, containing 31,063 ± square feet on a plan of land entitled "Roadway Disposition Plan in Nantucket, Mass., of Portions of Unconstructed 'Masaquet Avenue' 'Atlantic Avenue,'" dated January 11, 2023, prepared by Bracken Engineering, Inc. and recorded with Nantucket County Registry of Deeds as Plan No. 2023-17, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
4. Review conveyance of Town-owned Yard Sale Parcel Known as Lot D, Masaquet Avenue, containing 3,433 ± square feet on a plan of land entitled "Roadway Disposition Plan in Nantucket, Mass., of Portions of Unconstructed 'Masaquet Avenue' 'Atlantic Avenue,'" dated January 11, 2023, prepared by Bracken Engineering, Inc. and recorded with Nantucket County Registry of Deeds as Plan No. 2023-17, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.

V. Other Business (For topics not reasonably anticipated 48-hrs in advance of the meeting)

VI. Adjournment

NOTICE OF PUBLIC HEARING

Please be advised that the Select Board will hold a public hearing on Wednesday, June 28, 2023 at 5:30 PM to consider the takings by eminent domain of perpetual water easements or other interests in real estate for the purpose of improving the Town's water system and providing clean water and to construct, inspect, repair, renew, replace, operate and forever maintain water lines and mains with any manholes, pipes, conduits and other equipment and appurtenances thereto, in, through, under and across the private ways identified as Skyline Drive, Webster Road, and portions of Monohansett Road and Okorwaw Avenue, as shown on plans of land entitled "Water Easement Plan, Monohansett Road and Okorwaw Avenue, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., "Water Easement Plan, Webster Road, Nantucket, Nantucket County," prepared by Greenman-Pedersen, Inc., and "Water Easement Plan Skyline Drive, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., and "Water Easement Plan, Skyline Drive, Nantucket, Massachusetts," prepared by Merrill Engineers and Land Surveyors, copies of which are on file with the Town Clerk's Office, Pursuant to MGL Chapter 79 and Vote on Article 96 of 2023 Annual Town Meeting.

The hearing will be held in the Public Safety Facility Community Room at 4 Fairgrounds Road and by remote participation via Zoom Webinar. Please see meeting posting for remote participation and viewing links.

ARTICLE 96

(Real Estate Acquisition: Easements in Skyline Drive, Webster Road, Portions of Monohansett Road and Okorwaw Avenue for Water Main Extension Project)

To see if the Town will vote to authorize the Select Board to acquire by gift, purchase or eminent domain perpetual water easements or other interests in real estate for the purpose of improving the Town's water system and providing clean water and to construct, inspect, repair, renew, replace, operate and forever maintain water lines and mains with any manholes, pipes, conduits and other equipment and appurtenances thereto, in through, under and across the private ways identified as Skyline Drive, Webster Road, and portions of Monohansett Road and Okorwaw Avenue, as shown on plans of land entitled "Water Easement Plan, Monohansett Road and Okorwaw Avenue, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., "Water Easement Plan, Webster Road, Nantucket, Nantucket County," prepared by Greenman-Pedersen, Inc., and "Water Easement Plan Skyline Drive, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., copies of which are on file with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is authorized to acquire by gift, purchase or eminent domain perpetual water easements or other interests in real estate for the purpose of improving the Town's water system and providing clean water and to construct, inspect, repair, renew, replace, operate and forever maintain water lines and mains with any manholes, pipes, conduits and other equipment and appurtenances thereto, in through, under and across the private ways identified as Skyline Drive, Webster Road, and portions of Monohansett Road and Okorwaw Avenue, as shown on plans of land entitled "Water Easement Plan, Monohansett Road and Okorwaw Avenue, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., "Water Easement Plan, Webster Road, Nantucket, Nantucket County," prepared by Greenman-Pedersen, Inc., and "Water Easement Plan Skyline Drive, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., and "Water Easement Plan, Skyline Drive, Nantucket, Massachusetts," prepared by Merrill Engineers and Land Surveyors copies of which are on file with the Office of the Town Clerk.

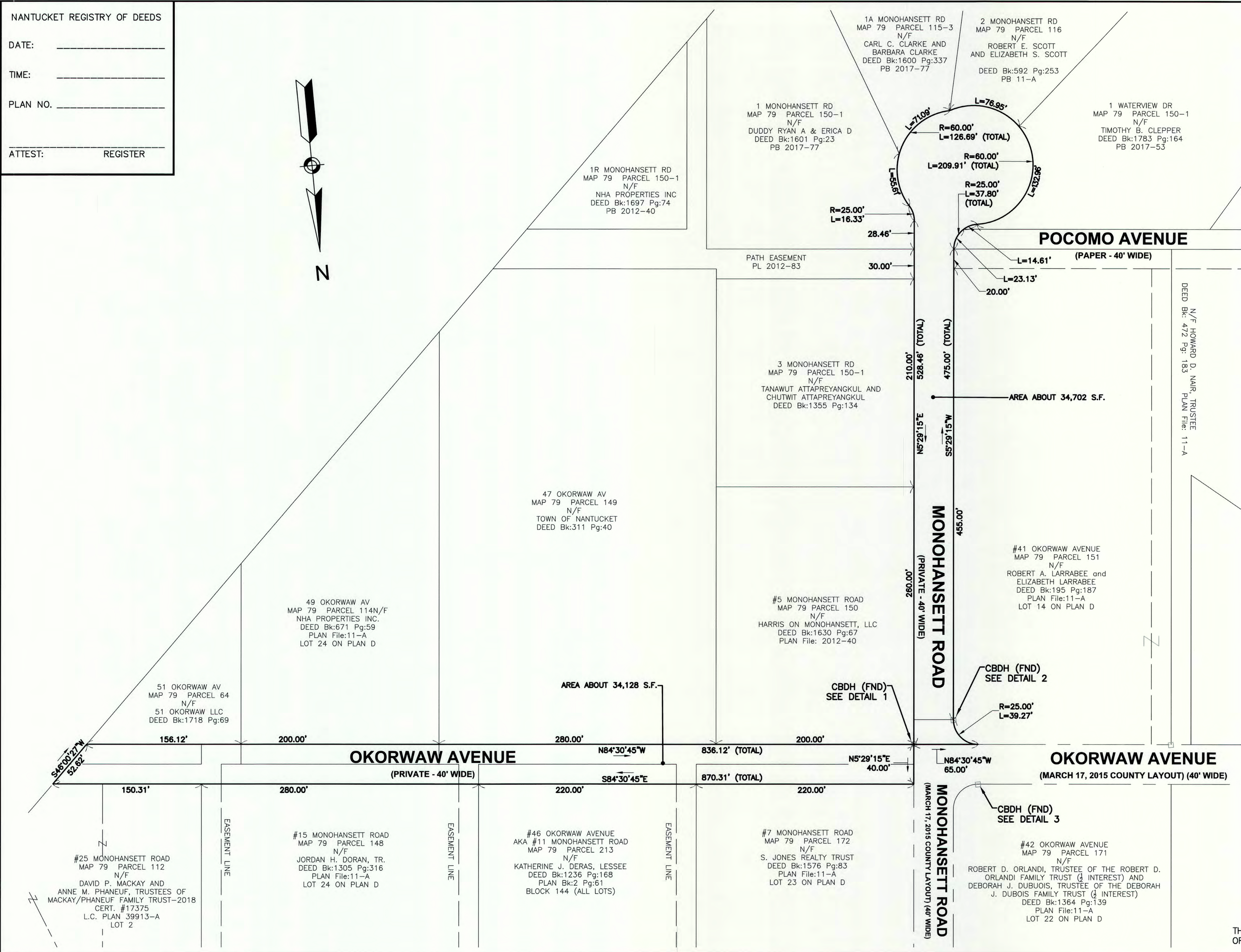
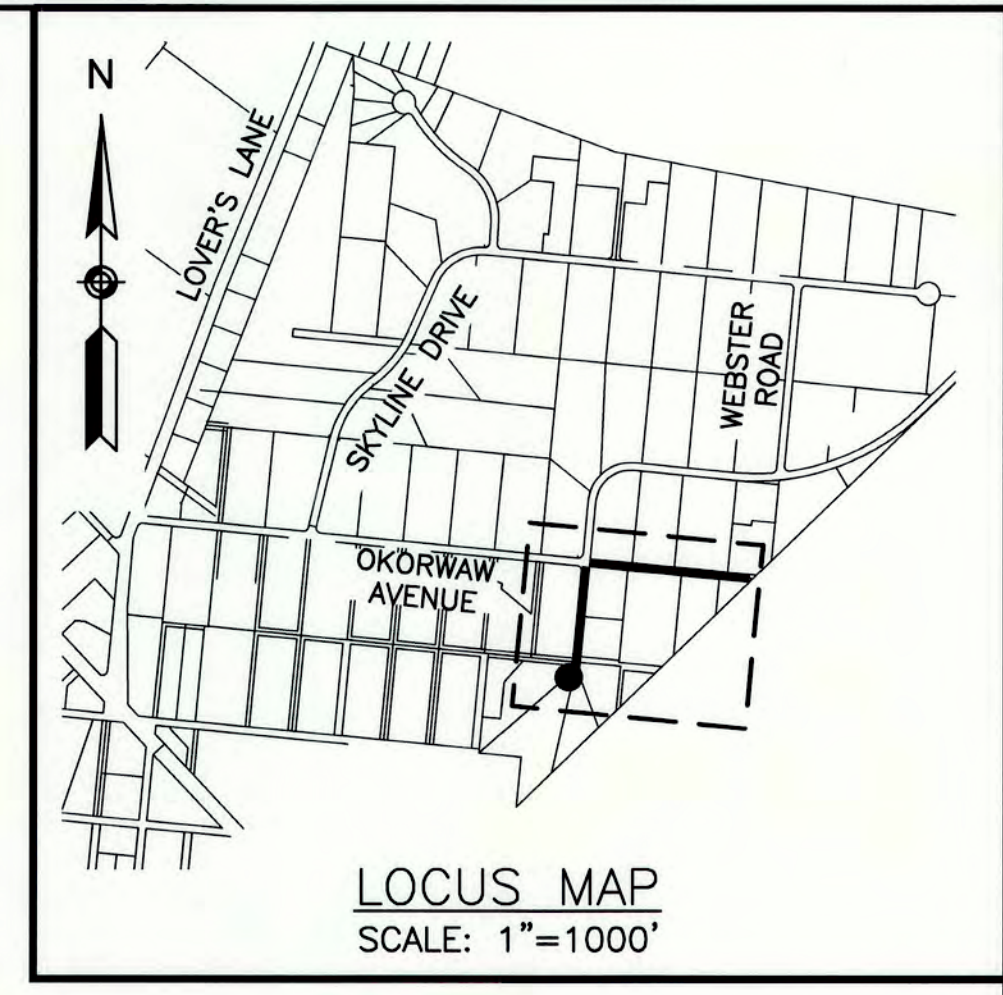
NANTUCKET REGISTRY OF DEEDS

DATE: _____

TIME: _____

PLAN NO. _____

ATTEST: _____ REGISTER

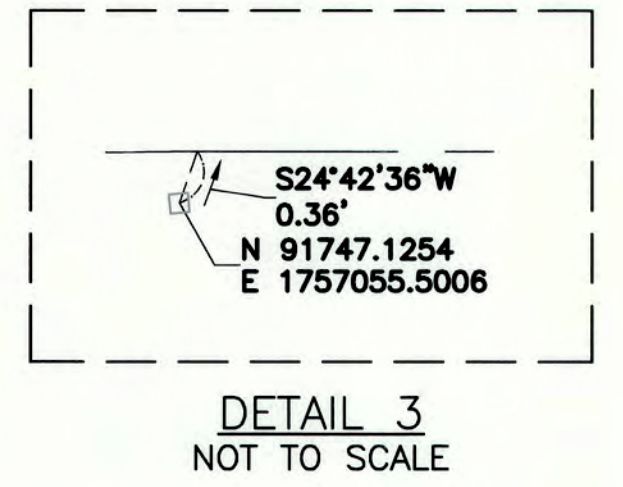
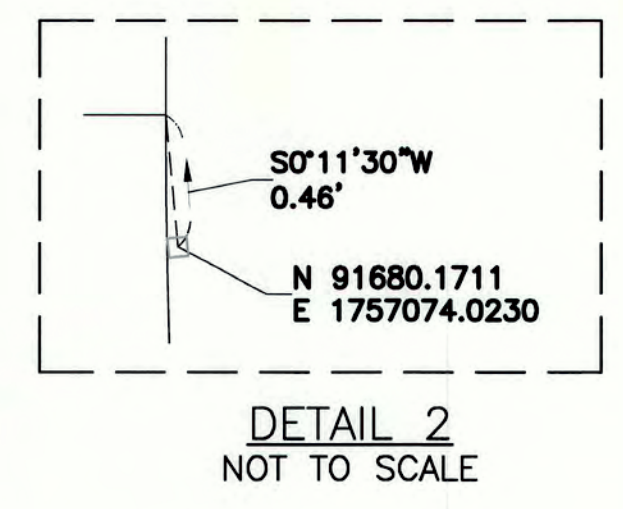
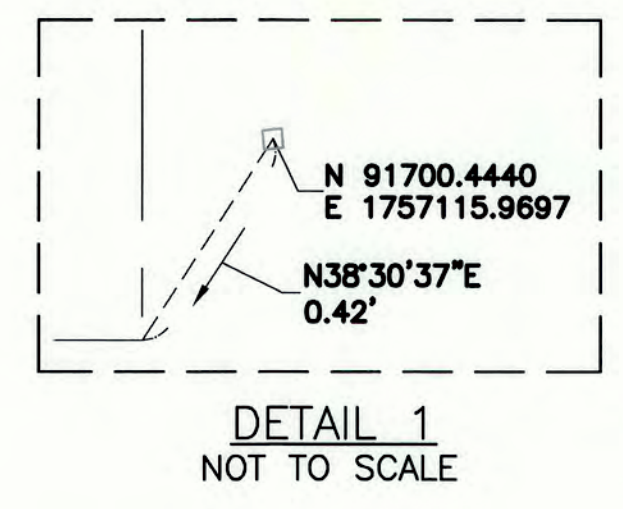


I CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THOSE DIVIDING EXISTING OWNERSHIP, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



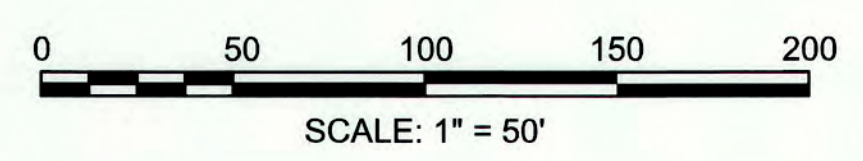
5/24/2023 DATE
Jeffrey P. Bradford, PLS #41862



THIS PLAN IS NOT A VERIFICATION AS TO THE TITLE OR OWNERSHIP OF THE PROPERTIES SHOWN HEREON.

PREPARED FOR:
TOWN OF NANTUCKET
16 BROAD STREET
NANTUCKET, MA 02554

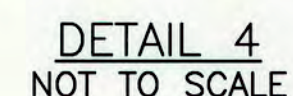
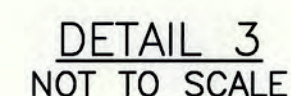
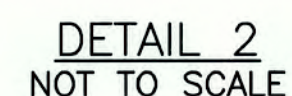
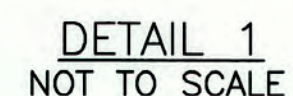
NO.	DATE	DESCRIPTION	BY



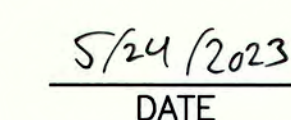
GPI Engineering Design Planning Construction Management
978.570.2999 GPINET.COM
Greenman-Pedersen, Inc.
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

WATER EASEMENT PLAN
MONOHANSETT ROAD AND OKORWAW AVENUE
NANTUCKET, MA
NANTUCKET COUNTY
1" = 50 FT. NOVEMBER 10, 2022
DRAWN BY: DZM
APPROVED BY: JPB
SHEET 1 OF 1
MAX-2015119.01

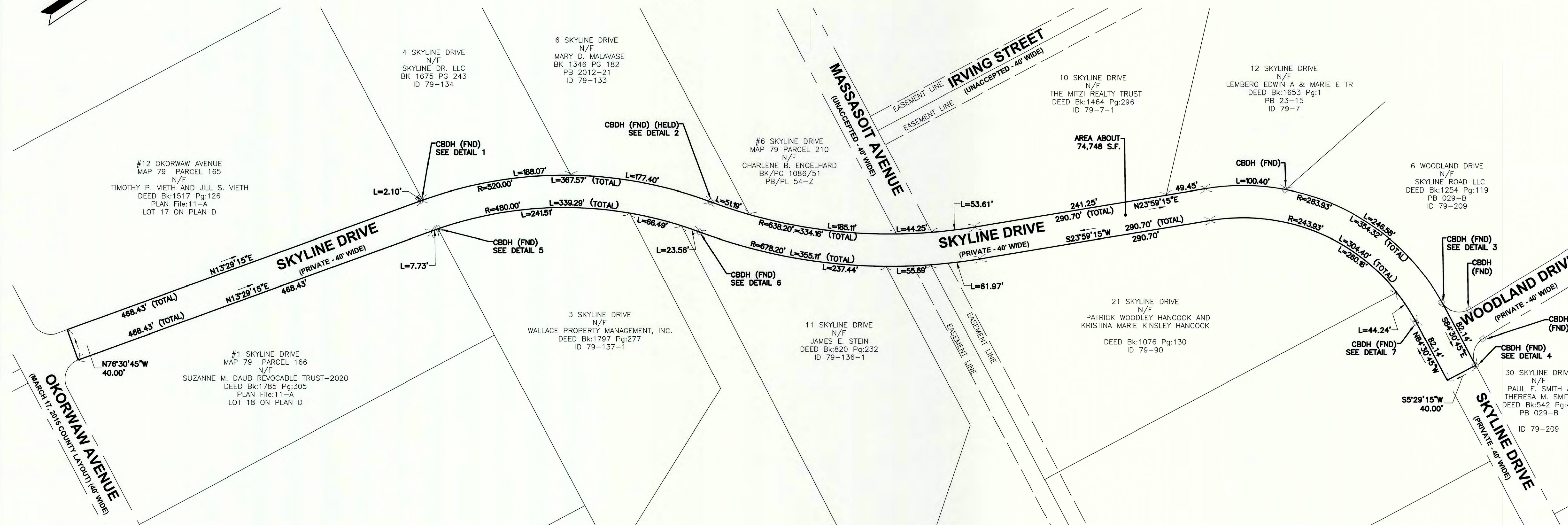
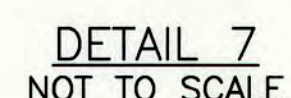
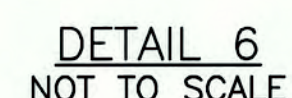
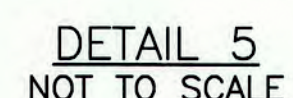
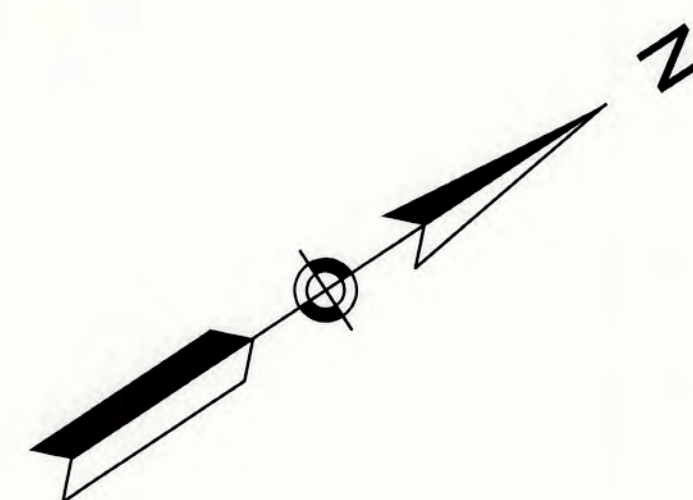
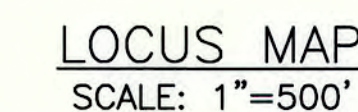
ATTEST: _____ REGISTER



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

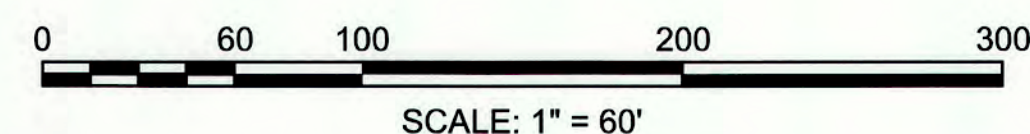


Jeffrey P. Bradford
JEFFREY P. BRADFORD.



PREPARED FOR:
TOWN OF NANTUCKET
16 BROAD STREET
NANTUCKET, MA 02554

NO.	DATE	DESCRIPTION	BY



GPI | Engineering
Design
Planning
Construction Management

978.570.2999 **GPINET.COM**

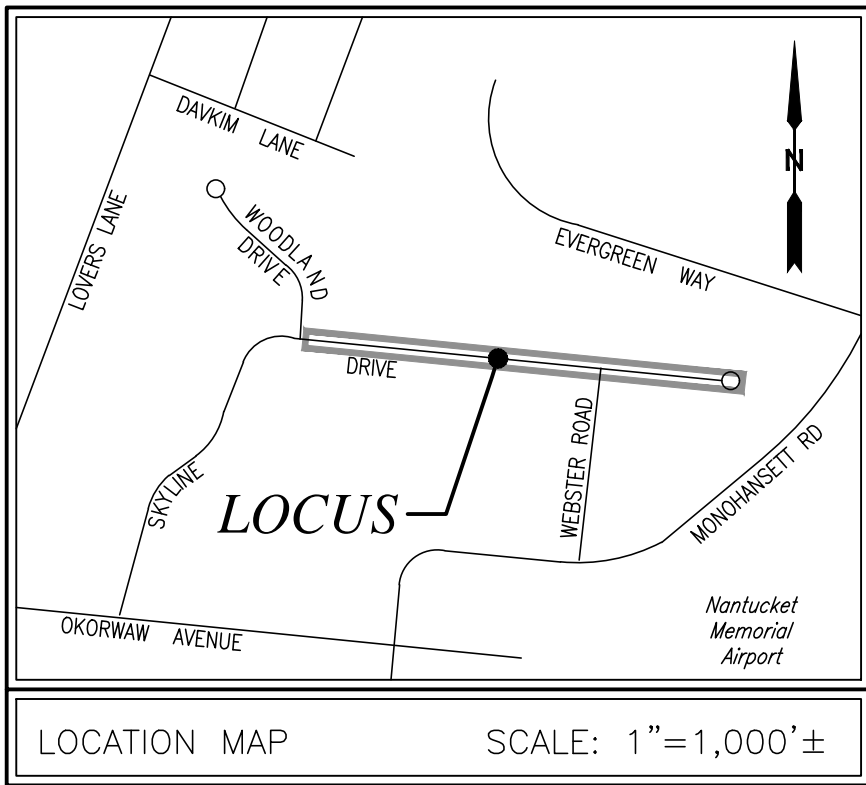
Greenman-Pedersen, Inc.
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

WATER EASEMENT PLAN
SKYLINE DRIVE
NANTUCKET, MA
NANTUCKET COUNTY

1" = 60 FT. NOVEMBER 10, 2022

DRAWN BY: DZM
APPROVED BY: JPB

SHEET 1 OF 1 MAX-2015119.01



NOTES:

- PLAN REFERENCES:
 - PLAN ENTITLED "DEFINITIVE SUBDIVISION 'PLAN D' NANTUCKET, MA" RECORDED IN FILE 11-A, PLAN D AT THE NANTUCKET COUNTY REGISTRY OF DEEDS.
- HORIZONTAL DATUM BASED ON THE MA ISLAND STATE PLANE GRID, NAD 1983.
- INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND SURVEY PERFORMED BY MERRILL ENGINEERS AND LAND SURVEYORS DURING APRIL OF 2022.
- THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING SIDELINES OF SKYLINE DRIVE IN ORDER FOR THE TOWN OF NANTUCKET TO OBTAIN WATER EASEMENTS WITHIN THE RIGHT OF WAY.
- PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON RESEARCH COMPLETED AT THE NANTUCKET REGISTRY OF DEEDS. OTHER RIGHTS, RESTRICTIONS AND EASEMENTS MAY EXIST THAT WOULD BE IDENTIFIED WITH A TITLE EXAMINATION OF THE PARCELS. THIS PLAN IS NOT A CERTIFICATION AS TO THE TITLE OR OWNERSHIP OF THE PROPERTIES SHOWN HEREON.

I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES SHOWING EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

Deana Boumitri
DEANA BOUMITRI, P.L.S. 5/22/23 DATE

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Deana Boumitri
DEANA BOUMITRI, P.L.S. 5/22/23 DATE

FOR REGISTRY USE ONLY

REVISIONS



DRAWN BY: DB

SURVEYED BY: VC/DWT

CHECKED BY: RG

Merrill
Engineers and Land Surveyors
427 COLUMBIA ROAD, HANOVER, MA 02339 / T: (781) 826-9200
26 UNION STREET, PLYMOUTH MA 02360 / T: (508) 746-6060
WWW.MERRILLINC.COM

WATER EASEMENT PLAN
SKYLINE DRIVE
NANTUCKET, MASSACHUSETTS

PREPARED FOR:
ENVIRONMENTAL PARTNERS GROUP
1900 CROWN COLONY DRIVE, SUITE 402
QUINCY, MASSACHUSETTS 02169

OCTOBER 30, 2022

SCALE: 1" = 50'

JOB NO. 22-291

LATEST REVISION:

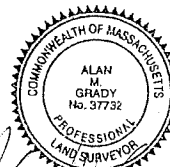


Bk: Pg: 0 Page: 0
Doc: PLAN 03/27/2023 02:53 PM

NANTUCKET REGISTER
OF DEEDS
Date: March 27, 2023
Time: 2:53 PM
Plan No: 2023-17
Attest: *[Signature]*
Register:
Sheet 1 of 1

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE
RULES AND REGULATIONS OF THE
REGISTRY OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.



ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 37732

NOTES:

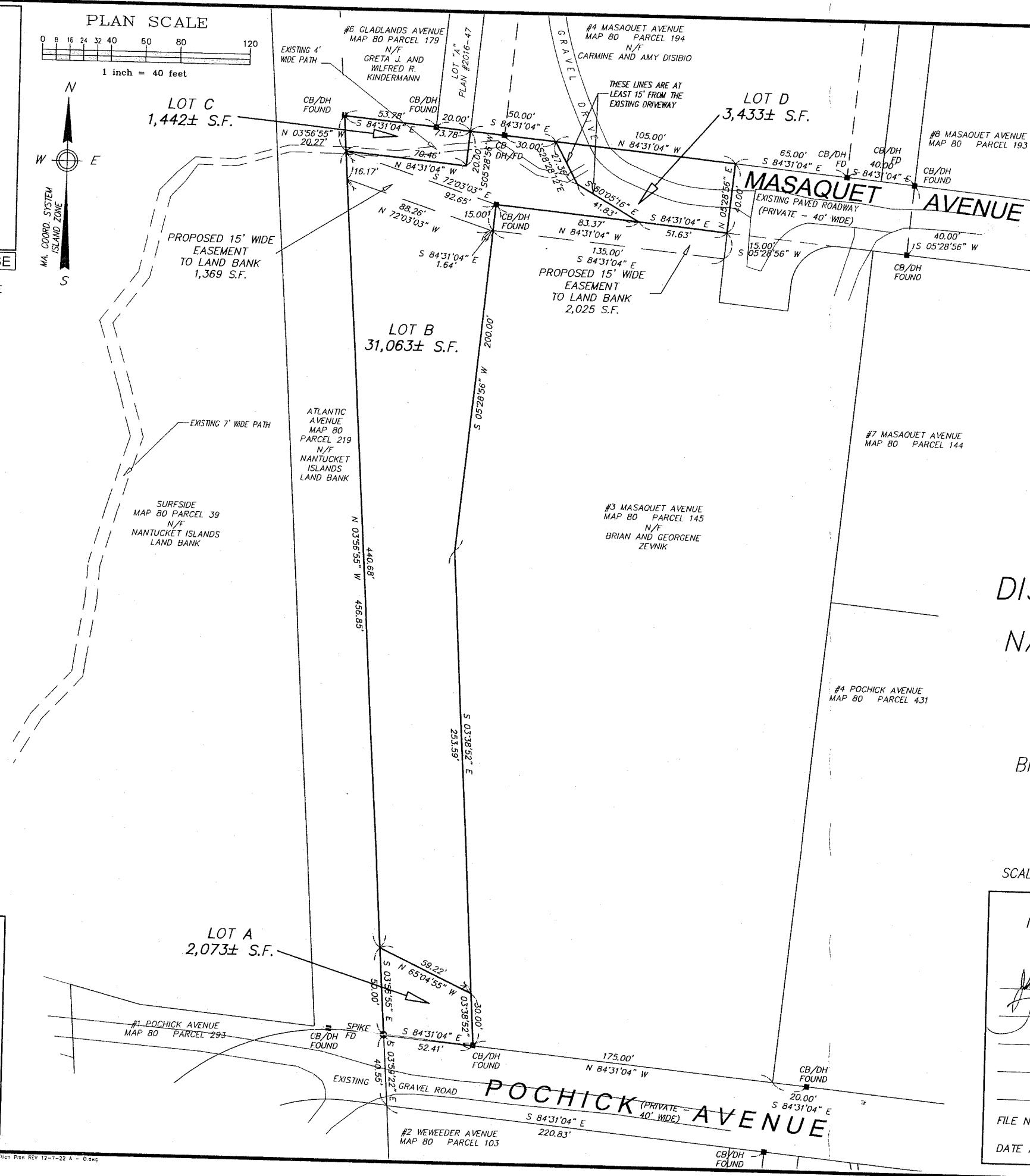
- LOCUS: ATLANTIC AVENUE
MASAQUET AVENUE
(ON ASSESSORS MAP 80)
- PLAN REFERENCES:
PLAN FILE # 3-D
PLAN FILE # 10-F
PLAN FILE # 11-Alan File:
PLAN NO. 2001-8
PLAN NO. 2003-21
PLAN NO. 2011-38
PLAN NO. 2016-47
PLAN NO. 2018-56
- TOWN MEETING REFERENCE:
ARTICLES 98 AND 99 OF
THE 2011 ANNUAL
TOWN MEETING.
- ORDER OF TAKING REFERENCE:
BOOK 1925 PAGE 315 AND
PLAN NO. 2022-48.

TOWN OF NANTUCKET
BOARD OF SELECTMEN

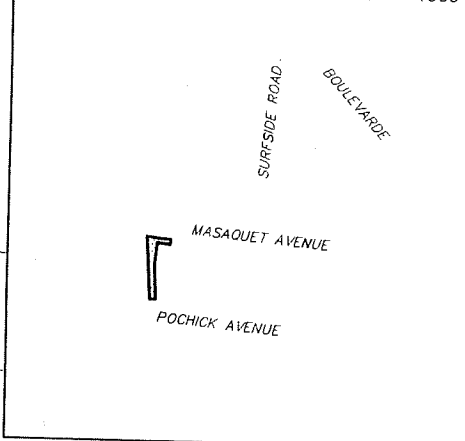
[Signature]
[Signature]
[Signature]

DATE APPROVED: _____

PLAN SCALE
0 8 16 24 32 40 60 80 120
1 inch = 40 feet



LOCUS MAP Scale: 1" = 1000'



ZONE: LUG-2	REQUIRED
LOT AREA:	80,000 s.f.
FRONTAGE:	150'
FRONT YARD:	35'
SIDE/REAR YARD:	15'
GROUND COVER:	4% (MAX)
ZONE: LUG-3	REQUIRED
LOT AREA:	120,000 s.f.
FRONTAGE:	200'
FRONT YARD:	35'
SIDE/REAR YARD:	20'
GROUND COVER:	3% (MAX)

ROADWAY DISPOSITION PLAN IN NANTUCKET, MASS.

OF PORTIONS OF UNCONSTRUCTED
"MASAQUET AVENUE"
"ATLANTIC AVENUE"

PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282
SCALE: 1" = 40' JANUARY 11, 2023

APPROVAL BY THE
NANTUCKET PLANNING BOARD
NOT REQUIRED

[Signature]
[Signature]
[Signature]

FILE NUMBER: PLSUB-2023-03-00352

DATE APPROVED: 03-13-2023



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 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

ATTEST: TRUE COPY

NANTUCKET TOWN & COUNTY CLERK

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.

QUITCLAIM DEED

**Lot A, Atlantic Avenue,
Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantor”), pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, for consideration of One Dollar (\$1.00) and other good and valuable consideration the sufficiency of which is hereby acknowledged hereby grants with QUITCLAIM COVENANTS to the **NANTUCKET ISLANDS LAND BANK**, a body politic and corporate established pursuant to Chapter 669 of the Acts of 1983, as amended, acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (“Grantee”) to be used for the purposes set forth in the enabling legislation for the Nantucket Islands Land Bank, a certain parcel of land in Nantucket, Massachusetts shown as Lot A, Atlantic Avenue, containing 2,073± square feet on a plan of land entitled “Roadway Disposition Plan in Nantucket, Mass. of Portions of Unconstructed ‘Masaquet Avenue’ ‘Atlantic Avenue,’ “ dated January 11, 2023 prepared by Bracken Engineering, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2023-17 (the “Premises”). The Premises hereby conveyed is a portion of Atlantic Avenue and is vacant land.

For Grantor’s title see Order of Taking by Eminent Domain of Portions of Masaquet Avenue and Atlantic Avenue dated December 21, 2022, recorded with Nantucket County Registry of Deeds in Book 1925, Page 315.

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

Signature Page to Follow

Executed under seal this _____ day of _____, 2023.

TOWN OF NANTUCKET
By its SELECT BOARD

Dawn E. Hill Holdgate

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared, Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon and Malcolm W. MacNab, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

Notary Public
My Commission Expires:
:

ACCEPTANCE BY NANTUCKET ISLANDS LAND BANK

We, the undersigned being a majority of the members of the Nantucket Islands Land Bank Commission, hereby certify that at a meeting of the Commission held on the _____ day of _____, 2023, upon motion duly made and seconded, it was voted to accept the foregoing Deed of the Town of Nantucket.

NANTUCKET ISLANDS LAND BANK
By its Commission

Neil Paterson

Allen B. Reinhard

Mark Donato

Kristina Jelleme

John J. Stackpole

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 20123, before me, the undersigned notary public, personally appeared the above-named Commissioners, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it in their capacity as Commissioners of the Nantucket Islands Land Bank voluntarily for its stated purpose.

Notary Public
My Commission Expires:

868536NANT 19712/0001

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 Brian Zevnik and Georgene Zevnik of 7 Cotton Crossing, Savannah, Georgia 31411 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 Lot B, Masaquet Avenue and Atlantic Avenue containing 31,063± square feet, on a plan of land entitled "Roadway Disposition Plan in Nantucket, Mass. Of Portions of Unconstructed "Masaquet Avenue" "Atlantic Avenue," prepared by Bracken Engineering, Inc. dated January 11, 2023 and recorded with the Nantucket County Registry of Deeds as Plan No. 2023-17 (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 3 Masaquet Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 145, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with the existing property without the prior written permission of the Town of Nantucket Select Board,

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 Fifty-Nine Thousand Nineteen and 70/100 Dollars (\$59,019.70), of which

\$ 0.00	was paid as a deposit
\$ 59,019.70	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>\$ 59,019.70</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 29th day of June 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:

Brian Zevnik
Georgene Zevnik
7 Cotton Crossing
Savannah, GA 31411

With a copy to:

Arthur I. Reade, Jr., Esq.
Reade, Gullicksen, Hanley & Gifford, LLP
6 Young's Way
P.O. Box 2669
Nantucket, MA 02584
(508)228-3128

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 3 Masaquet Avenue, shown on Town Assessor's Map 80 as Parcel 145, previously acquired by Grantee by Deeds recorded with Nantucket County Registry of Deeds in Book 373, Page 31 and Book 1681, Page 8 (together, the "Combined Premises"), and

that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor 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 Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, 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

Dawn E. Hill Holdgate

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

868317NANT19712/0001

BUYER:

By: _____
Brian Zevnik

By: _____
Georgene Zevnik

QUITCLAIM DEED

Lot B, Masaquet Avenue and Atlantic Avenue, 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 Fifty-Nine Thousand Nineteen and 70/100 Dollars (\$59,019.70), 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 **Brian Zevnik and Georgene Zevnik**, as joint tenants with the rights of survivorship (the “Grantee”) having a mailing address of 7 Cotton Crossing, Savannah, Georgia 31411, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Lot B, Masaquet Avenue and Atlantic Avenue, containing 31,063 ± square feet on a plan of land entitled “Roadway Disposition Plan in Nantucket, Mass., of Portions of Unconstructed ‘Masaquet Avenue’ ‘Atlantic Avenue’,” dated January 11, 2023, prepared by Bracken Engineering, Inc. and recorded with Nantucket County Registry of Deeds as Plan No. 2023-17 (the “Parcel”). The Parcel hereby conveyed is a portion of Masaquet Avenue and Atlantic Avenue 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 3 Masaquet Avenue shown on Town Assessor’s Map 80 as Parcel 145 previously acquired by Grantee pursuant to Deeds recorded with the Nantucket County Registry of Deeds in Book 373, Page 31 and Book 1681, Page 8 (collectively, 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 Masaquet Avenue and Atlantic Avenue dated December 21, 2022, recorded with Nantucket County Registry of Deeds in Book 1925, Page 315.

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

EXECUTED under seal this _____ day of _____, 2023.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon 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:

868368NANT19712/0001

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Brian Zevnik and Georgene Zevnik ("Buyer")
Lot B, Masaquet Avenue and Atlantic Avenue
Nantucket, MA (Property)
June 29, 2023 (Closing Date)

Purchase Price: \$ 59,019.70

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment
6/29/23-6/30/23 \$ 1.04
7/1/23-6/30/24 \$ 189.39

Reimbursement of Town's Legal Fees \$ 1,300.00

Net Amount Due Seller: \$ 60,510.13

Checks:

Town of Nantucket \$ 60,510.13

BUYER:

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Brian Zevnik

Dawn E. Hill Holdgate

By: _____
Georgene Zevnik

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

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 Carmine DiSibio and Amy DiSibio of 1 Essex Road, Summit, New Jersey 07901 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 Lot D, Masaquet Avenue containing 3,433± square feet, on a plan of land entitled "Roadway Disposition Plan in Nantucket, Mass. Of Portions of Unconstructed "Masaquet Avenue" "Atlantic Avenue," prepared by Bracken Engineering, Inc. dated January 11, 2023 recorded with the Nantucket County Registry of Deeds as Plan No. 2023-17 (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 4 Masaquet Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 194, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with the existing property without the prior written permission of the Town of Nantucket Select Board,

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 Six Thousand Five Hundred Twenty-Two and 70/100 Dollars (\$6,522.70), of which

\$ 0.00	was paid as a deposit
\$ 6,522.70	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>\$ 6,522.70</u>	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 29th day of June 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:

Mr. and Mrs. Carmine DiSibio
1 Essex Road
Summit, NJ 07901

With a copy to:

Arthur I. Reade, Jr., Esq.
Reade, Gullicksen, Hanley & Gifford, LLP
6 Young's Way
P.O. Box 2669
Nantucket, MA 02584
(508)228-3128

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 4 Masaquet Avenue, shown on Town Assessor's Map 80 as Parcel 194, previously acquired by Grantee by Deeds recorded with Nantucket County Registry of Deeds in Book 934, Page 279, Book 1567, Page 7 and Book 1672, Page 336 (collectively, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor 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 Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, 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

Dawn E. Hill Holdgate

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

8684047NANT19712/0001

BUYER:

By: _____
Carmine DiSibio

By: _____
Amy DiSibio

QUITCLAIM DEED

Lot D, Masaquet Avenue, 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 Six Thousand Five Hundred Twenty-Two and 70/100 Dollars (\$6,522.70), 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 **Carmine DiSibio and Amy DiSibio**, husband and wife as tenants by the entirety (the “Grantee”) having a mailing address of 1 Essex Road, Summit, New Jersey 07901, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Lot D, Masaquet Avenue, containing 3,433 ± square feet on a plan of land entitled “Roadway Disposition Plan in Nantucket, Mass., of Portions of Unconstructed ‘Masaquet Avenue’ ‘Atlantic Avenue’,” dated January 11, 2023, prepared by Bracken Engineering, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2023-17 (the “Parcel”). The Parcel hereby conveyed is a portion of Masaquet Avenue 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 4 Masaquet Avenue shown on Town Assessor’s Map 80 as Parcel 194 previously acquired by Grantee pursuant to Deeds recorded with the Nantucket County Registry of Deeds in Book 934, Page 279, Book 1567, Page 7 and Book 1672, Page 336 (collectively, 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 Masaquet Avenue and Atlantic Avenue dated December 21, 2022, recorded with Nantucket County Registry of Deeds in Book 1925, Page 315.

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

EXECUTED under seal this _____ day of _____, 2023.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon 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:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Carmine DiSibio and Amy DiSibio ("Buyer")
Lot D, Masaquet Avenue,
Nantucket, MA (Property)
June 29, 2023 (Closing Date)

Purchase Price: \$ 6,522.70

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment

6/29/23-6/30/23 \$.12

7/1/23-6/30/24 \$ 20.87

Reimbursement of Town's Legal Fees \$ 1,300.00

Net Amount Due Seller: \$ 7,843.69

Checks:

Town of Nantucket \$ 7,843.69

BUYER:

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Carmin DiSibio

Dawn E. Hill Holdgate

By: _____
Amy DiSibio

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab