

Town and County of Nantucket Select Board • County Commissioners

Brooke Mohr, Chair/Select Board
Thomas M. Dixon, Chair/County Commissioners
Matt Fee
Dawn E. Hill Holdgate
Malcolm W. MacNab



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C. Elizabeth Gibson
Town & County Manager

***AGENDA FOR THE MEETING OF THE
COUNTY COMMISSIONERS
MARCH 26, 2025 - 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS***

YOU TUBE LINK FOR VIEWING ONLY:

https://youtube.com/live/9A_0zif-Eul

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_OO3MtADLQWOUhEHcHh0HZw

I. CALL TO ORDER

II. ANNOUNCEMENTS

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

III. PUBLIC COMMENT*

IV. NEW BUSINESS**

V. APPROVAL OF MINUTES AND WARRANTS

1. Approval of Minutes of February 19, 2025 at 5:30 PM.
2. Approval of Payroll and Treasury Warrants for March, 2025.

VI. OFFICIAL BUSINESS

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

February 16, 2021 and Prepared by Nantucket Surveyors, LLC for Temporary Access for Sheep Pond Road.

VII. COMMISSIONERS REPORTS/COMMENTS

VIII. ADJOURNMENT

**Public Comment: please see attached Public Comment Policy which can also be found at <https://www.nantucket-ma.gov/DocumentCenter/View/51055/Public-Comment-Policy---Adopted-by-the-Select-Board-on-February-12-2025-PDF>.*

***New Business: Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open*



Town of Nantucket
Public Comment Policy
Adopted by Select Board
February 12, 2025

A. Purpose:

This Policy is adopted to facilitate orderly and efficient public comment periods at meetings of Town public bodies. It will protect the ability of the residents of Nantucket, and other persons, to provide feedback or information to pertinent public bodies regarding matters of public interest, Town initiatives, operations, services, and programs. To allow speakers a fair opportunity to address a public body, and to ensure the public body may accomplish its stated business in an efficient manner, these guidelines seek to ensure compliance with the Open Meeting Law and meet other legal and constitutional obligations. Meetings of public bodies in the Town of Nantucket should be places to engage in orderly and peaceable discourse.

B. Authority:

Principles of free speech and freedom to petition the government, fundamental rights protected by the United States and Massachusetts Constitutions, prohibit public bodies from preventing all speech that may be upsetting or offensive. As such, this Policy establishes reasonable time, place, and manner restrictions sufficient to facilitate orderly and peaceable public comment periods at meetings of elected and appointed public bodies of the Town.

C. Legal Standards:

Meetings of public bodies are subject to the requirements of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Open Meeting Law empowers the chair of a public body to preside at and regulate the proceedings of meetings. Pursuant to G.L. c. 30A, § 20(g), no person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. Any person wishing to speak at an open meeting must first be recognized by the chair. All questions raised and all comments made by a duly-recognized speaker must be directed to the chair of the public body alone, not to individual members of the public body, staff, or the public. The chair is authorized to maintain order, and, although a rare occurrence, has authority, after appropriate

warnings are ignored, to take action up to and including removal of a person who is disrupting a meeting.

D. Application:

To secure the rights of the public to participate in public comment periods in the Town of Nantucket in a manner consistent with law, and, to thereby protect the Town and members of elected and appointed bodies from civil rights claims, this policy shall apply to all public bodies in the Town of Nantucket.

E. Procedures:

1. All agendas of multiple-member bodies in the Town of Nantucket shall include a period for Public Comment, subject to the limitations set forth in paragraph 3. Where to place Public Comment on the agenda is at the discretion of the chair. If public comment is invited during a separate agenda item, this Policy shall govern.
2. While statements made during a Public Comment period are not required to address an agenda item for that particular meeting, such comments must relate to a matter within the public body's jurisdiction. Public comments on matters outside the public body's jurisdiction may be ruled out of order by the chair. To avoid due process issues, a person seeking to provide comments on a matter appearing on the same agenda will be asked to defer until the specific agenda item is reached.
3. Each speaker will be allowed to speak once for up to 3 minutes. The chair will curtail verbal comments exceeding the allotted time.
4. A recognized speaker may not cede or assign their time to another unless such an assignment is required as reasonable accommodation for such person because of a disability. All speakers who may need an accommodation are strongly encouraged to contact Town staff or the chair of the public body at least 48 hours prior to the meeting. That said, to facilitate an efficient public comment period, groups that have multiple speakers with the same viewpoint may consider consolidating their comments or designating one person to speak on their individual behalf's.

F. Disruptive Conduct/Unprotected Speech:

Disruptive conduct and engaging in other unprotected speech, including but not limited to the following, may be grounds for the chair of a public body to curtail speech and take other action as appropriate:

1. Speaking without being recognized;
2. Continuing to speak after the chair has curtailed additional verbal comment;
3. Interrupting a recognized speaker;
4. Speaking about matters not within the jurisdiction of the public body;
5. Engaging in conversations while another person is speaking;

6. Making true threats of violence directed toward a particular individual; and
7. Making comments inciting imminent lawlessness.

G. Public Body Response:

1. A public comment period is a listening session, and the public body is there to listen. The public body, in fact, should not respond to matters raised at the meeting unless it is
2. Matters raised during public comment periods are not required to, and are unlikely to, be addressed or resolved by the public body at the same meeting. Individual members of the appropriately deferred to a noticed-agenda item due to Open Meeting Law considerations.
3. At the sole discretion of the chair of the public body, matters raised during public comment may or may not appear on a future agenda or be referred to the Town Administrator for appropriate action, if any.
4. A public body cannot demand that persons attending meetings or participating in public comment be civil to one another. Nevertheless, the Town, or the members of the public, and those that appear before them are encouraged to make any/or all residents of the Town feel welcome, including listening to them speak, and acknowledging that speakers may have a different viewpoints.

Disclaimer: A Public Comment period is not a time for debate or response to comments by the public body. Comments made during the Public Comment period do not reflect the views or the positions of the public body. Because of constitutional free speech principles, the public body does not have the authority to prevent all speech that may be upsetting and/or offensive during the public portion of the meeting.

H. Enforcement:

Concerns about Public Comment Periods may be brought to the attention of the Town Manager, who will discuss the concerns with the chair of the public body, and take appropriate action. Failure to comply with this Policy may be deemed a violation of the Town's Code of Conduct, and grounds for the removal of an appointed official.



Agenda Item Summary

Agenda Item #	VI. 2.
Date	03/26/2025

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Approval and execution of Third Amendment to Temporary Easement Agreement between County of Nantucket, Nantucket Conservation Foundation, Inc., Benjamin G. Gifford and Jane Carlin, Ninehop LLC, Edmund J. Cienava and Maria E. Cienava over portions of Head of Plains Road for Access for Sheep Pond Road residents.

Executive Summary

The Easement Extension is for the purpose of the County's access and construction for a temporary way for public vehicular and pedestrian access shown on the Easement Area Sketch until the County constructs a permanent alternate access for the residents of Sheep Pond Road, the current term expires on March 24, 2025 and the owners have agreed to extend the Temporary Easement until September 24, 2025 in order to allow the finalization of permitting and construction of the permanent new access roadway. The form provided has been prepared by Town Counsel and is in the same format previously approved for the prior two extensions.

Staff Recommendation

To execute the Third Amendment to the Temporary Easement Agreement in the form prepared and reviewed by Town Counsel.

Background/Discussion

The Original Temporary Easement Agreement was agreed and executed March 24, 2021 and since that time many conditions have changed in the area due to fast moving erosion. The facilitation of all the steps necessary to complete the project has required several requirements that have taken long periods of time to achieve, including the legislation required to convey Altar Rock to Nantucket Conservation Foundation, Inc. which the Town received July 31, 2024. Since that time, Town administration has worked diligently towards the remaining steps necessary, including negotiating the Memorandum of Understanding between all the parties, the finalization of plans which required revision due to the recent erosion, assembling the betterment and roadway design, materials and construction estimates. Staff requested an extension in January, 2025 and just received notification a week ago that the owners would grant a 6-month extension. This will allow staff to finalize the next steps and submit permitting for approval of the construction.



Impact: Environmental ☒ **Fiscal** ☐ **Community** ☒ **Other** ☐

Erosion/Roadway and emergency access

Board/Commission Recommendation

N/A

Public Outreach

Select Board presentations

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

Master Plan

Attachments

Third Amendment to Easement Agreement; Easement Plan, Original Temporary Easement Agreement



THIRD AMENDMENT TO TEMPORARY EASEMENT AGREEMENT

This Third Amendment to Temporary Easement Agreement (this “Third Amendment”) is entered into on this _____ day of _____, 2025 by and between the **County of Nantucket**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, acting by and through its County Commissioners, having a principal place of business at the Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the “County”), acting by the authority of the Nantucket County Charter, St. 1996, c. 290, §4, and by virtue of every other enabling power and authority, the **Nantucket Conservation Foundation, Inc.**, a Massachusetts nonprofit corporation, having its principal office at 118 Cliff Road, Nantucket, Massachusetts 02554 (“NCF”), **Benjamin G. Gifford and Jane Carlin**, having a mailing address of 37 Cascade Road, Stamford, Connecticut 06903 (“Carlin”), **Ninehop, LLC**, a Massachusetts limited liability company, having an address of 121 Buxton Road, Bedford Hills, New York 10507 (“Ninehop”) and **Edmund J. Cienava and Maria E. Cienava**, having a mailing address of 166 Forest Avenue, New Rochelle, New York 10804, (“Cienava,” and collectively, NCF, Carlin, Ninehop and Cienava are the “Owners,” collectively with the County, the “Parties”).

Recitals

WHEREAS, the County and the Owners have entered into a certain Temporary Easement Agreement dated March 24, 2021, filed on March 30, 2021 with the Nantucket Registry District of the Land Court as Document No. 168947 (the “Easement”), which has subsequently been amended by the Parties (the “Amended Easement”);

WHEREAS, pursuant to the Easement, the Owners granted the County easements to use certain Easement Areas defined therein for the purpose of the County’s access and construction for a temporary way for public vehicular and pedestrian access over the defined Easement Areas until the County constructs a permanent alternate access for the residents of Sheep Pond Road, the current term of which expires on March 24, 2025;

WHEREAS, the County requests an extension of the Amended Easement in order to complete the permitting and construction of a permanent access for the Sheep Pond Road residents, on the same terms and conditions as set forth in the Amended Easement;

WHEREAS, the Owners have agreed to extend the Amended Easement until September 24, 2025, to allow the County to complete the permitting and the construction of the permanent alternate access;

NOW, THEREFORE, for good and valuable consideration, the Parties hereby agree as follows:

1. The term of the temporary Access and Construction Easements are hereby extended pursuant to the terms of the Amended Easement until September 24, 2025 to allow the County to complete the permitting and construction of the permanent alternate access. No further extension shall take place without the written consent of the Owners.

2. The County shall use the easement on the same terms and conditions set forth in the Amended Easement which is incorporated herein by reference.
3. Except as amended hereby, the Amended Easement is in all respects ratified and confirmed as of the date hereof, and all of the terms, covenants, and agreements therein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed as of the date first indicated above.

COUNTY OF NANTUCKET,
By its County Commissioners

Thomas M. Dixon

Malcolm W. MacNab

Matthew G. Fee

Brooke Mohr

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Thomas M. Dixon, Malcolm W. MacNab, Matthew G. Fee, Brooke Mohr and Dawn E. Hill Holdgate, the County Commissioners of the County of Nantucket, as aforesaid, proved to me through satisfactory evidence of indemnification which was personal knowledge of the undersigned to be the persons whose names are signed on the preceding document, and acknowledge to me that they signed it voluntarily for its stated purpose on behalf of the County of Nantucket County Commissioners.

Notary Public

My Commission Expires:

WITNESS the execution hereof under seal this _____ day of _____, 2025.

OWNERS:

NANTUCKET CONSERVATION FOUNDATION, INC.

Cormac Collier, President

Charles K. Gifford, Jr., Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Cormac Collier and Charles K. Gifford, Jr., as President and Treasurer respectively of Nantucket Conservation Foundation, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of said Nantucket Conservation Foundation, Inc. as its President and Treasurer.

Notary Public
My Commission Expires:

WITNESS the execution hereof under seal this ____ day of _____, 2025

NINEHOP, LLC, a Massachusetts limited liability company

By: _____
John T. Kilgallon, Manager of Ninehop, LLC

STATE OF NEW YORK

, ss

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared John T. Kilgallon, Manager of Ninehop, LLC is personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Ninehop, LLC as its Manager.

Notary Public
My Commission Expires:

WITNESS the execution hereof under seal this _____ day of _____, 2025.

Benjamin G. Gifford

Jane Carlin

STATE OF CONNECTICUT

, ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Benjamin G. Gifford and Jane Carlin, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily as their free act and deed.

Notary Public
My Commission Expires:

WITNESS the execution hereof under seal this _____ day of _____, 2025.

Edmund J. Cienava

Maria E. Cienava

STATE OF NEW YORK

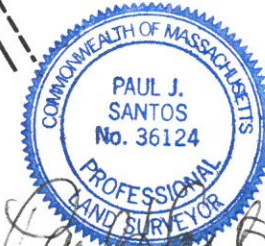
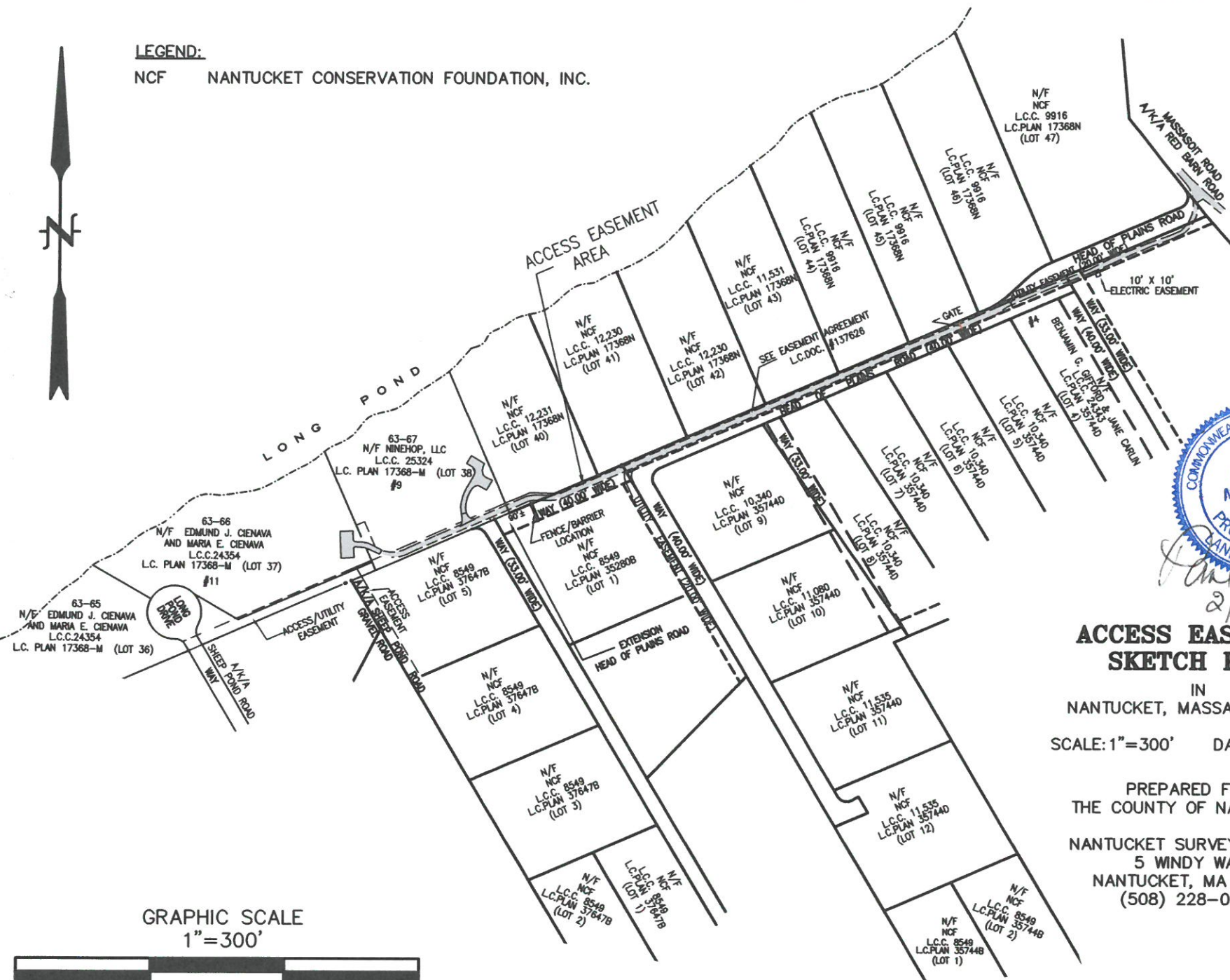
,ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Edmund J. Cienava and Maria E. Cienava, proved to me through satisfactory evidence of identification, which was _____ to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily as their free act and deed.

Notary Public
My Commission Expires:

LEGEND:

NCF NANTUCKET CONSERVATION FOUNDATION, INC.



2/16/2021

**ACCESS EASEMENT
SKETCH PLAN**

IN
NANTUCKET, MASSACHUSETTS

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

PREPARED FOR:
THE COUNTY OF NANTUCKET

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

GRAPHIC SCALE
1"=300'



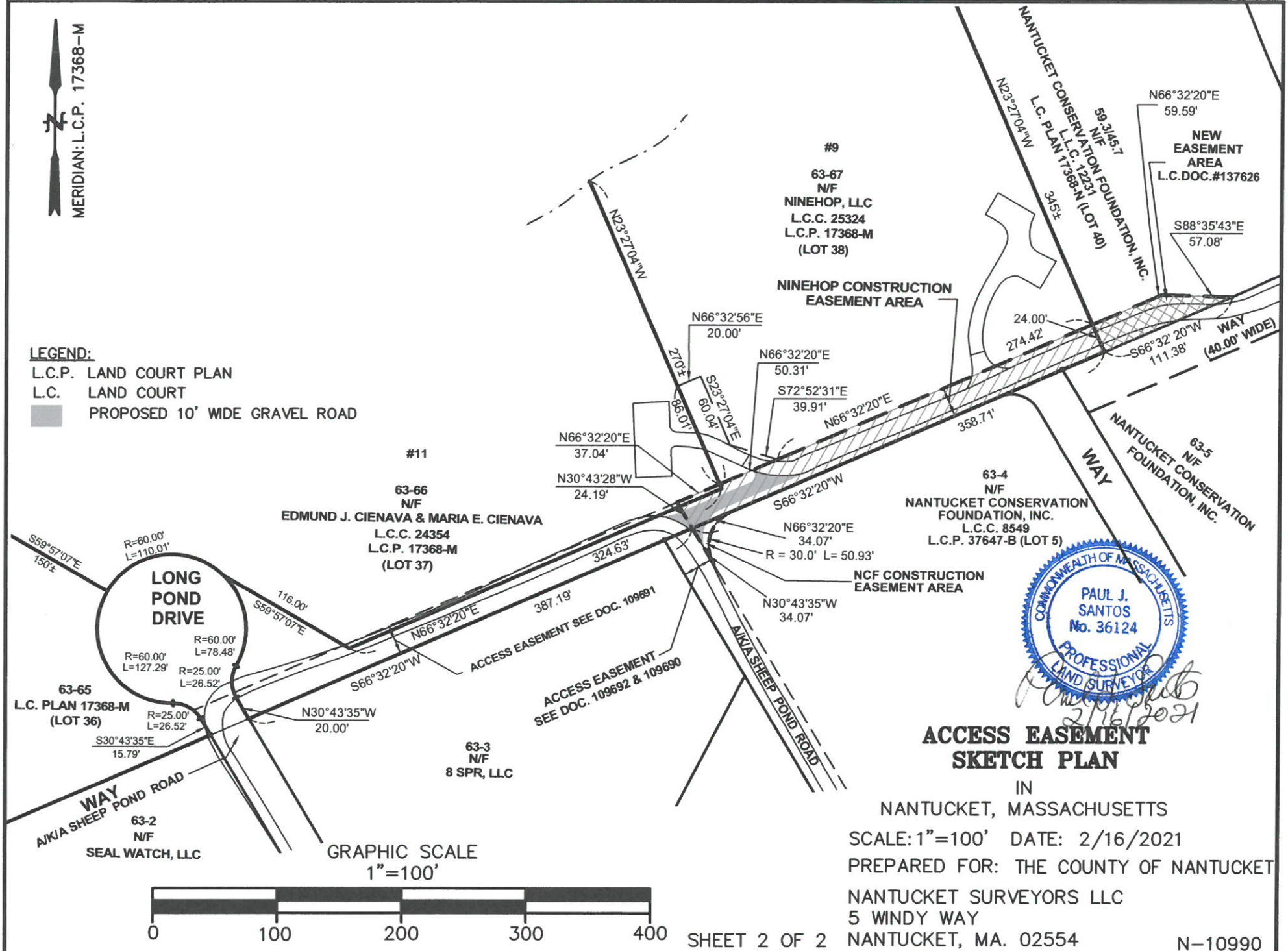
↑
N
MERIDIAN: L.C.P. 17368-M

LEGEND:

L.C.P. LAND COURT PLAN

L.C. LAND COURT

■ PROPOSED 10' WIDE GRAVEL ROAD



**ACCESS EASEMENT
SKETCH PLAN**

IN
NANTUCKET, MASSACHUSETTS

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

PREPARED FOR: THE COUNTY OF NANTUCKET

NANTUCKET SURVEYORS LLC
5 WINDY WAY

NANTUCKET, MA. 02554

N-10990

SHEET 2 OF 2



2021 00168947

Cert: 8549

Doc: EASE

Registered: 03/30/2021 02:12 PM

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is made as of this 24 day of March, 2021, by and between the **COUNTY OF NANTUCKET**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, acting by and through its County Commissioners, having a principal place of business at the Town & County Building, 16 Broad Street, Nantucket , Massachusetts 02554 (the "County"), acting by the authority of the Nantucket County Charter, St. 1996, c. 290, § 4, and by virtue of every other enabling power and authority, the **NANTUCKET CONSERVATION FOUNDATION, INC.**, a Massachusetts nonprofit corporation, having its principal office at 118 Cliff Road, Nantucket, Massachusetts 02554 ("NCF"), **BENJAMIN G. GIFFORD AND JANE CARLIN**, having a mailing address of 37 Cascade Road, Stamford, Connecticut 06903 ("Carlin"), **NINEHOP, LLC**, a Massachusetts limited liability company, having an address of 121 Buxton Road, Bedford Hills, New York 10507 ("Ninehop") and **EDMUND J. CIENAVA AND MARIA E. CIENAVA**, having a mailing address of 166 Forest Avenue, New Rochelle, New York 10804, ("Cienava", and collectively, NCF, Carlin, Ninehop and Cienava are the "Owners", collectively with the County, the "Parties").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Miscellaneous.

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

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

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

(d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in

connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.

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

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

[Signature Pages Follow]

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

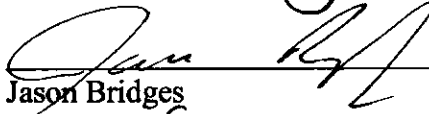
COUNTY OF NANTUCKET,
By Its County Commissioners



Kristie L. Ferrantella



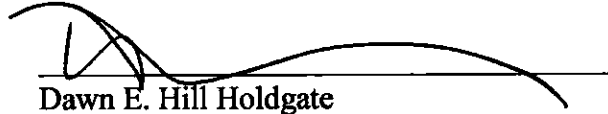
Melissa K. Murphy



Jason Bridges



Matthew G. Fee

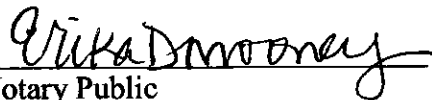


Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

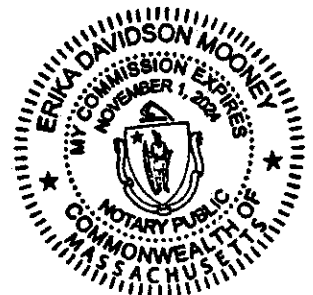
Nantucket, ss.

On this 26 day of March, 2021, before me, the undersigned Notary Public, personally appeared Kristie L. Ferrantella, Melissa K. Murphy, Jason Bridges, Matthew G. Fee and Dawn E. Hill Holdgate, the County Commissioners of the County of Nantucket, as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the County of Nantucket County Commissioners.



Notary Public

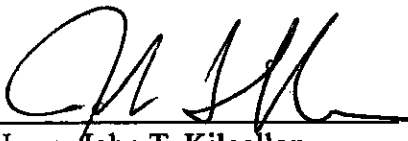
My Commission Expires:



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

GRANTOR:

NINEHOP, LLC, a Massachusetts limited liability company

By: 
Name: John T. Kilgallon
Title: Manager

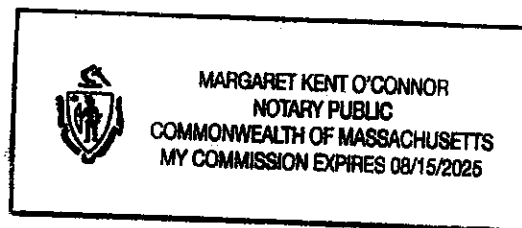
COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 23rd day of March, 2021, before me, the undersigned Notary Public, personally appeared John T. Kilgallon, Manager of Ninehop, LLC, is personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Ninehop, LLC as one of its Managers.



Notary Public
My Commission Expires: 08/15/2025



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

GRANTOR:

NANTUCKET CONSERVATION FOUNDATION, INC.,
a Massachusetts nonprofit corporation

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

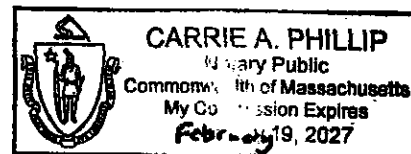
By: [Signature]
Name: Charles K. Lifford, Jr.
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 19 day of March, 2021, before me, the undersigned Notary Public, personally appeared Cormac Collier, as President and Treasurer respectively of Nantucket Conservation Foundation, Inc., proved to me through satisfactory evidence of identification, which was MA driver's license, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of said Nantucket Conservation Foundation, Inc. as its President and Treasurer.

[Signature]
Notary Public
My Commission Expires:



GRANTOR:

BENJAMIN G. GIFFORD

By: 

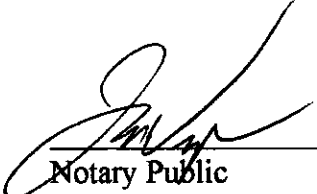
JANE CARLIN

By: 

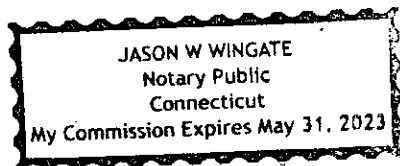
STATE OF CONNECTICUT

Stamford, ss.

On this 19 day of MARCH, 2021, before me, the undersigned Notary Public, personally appeared BENJAMIN GIFFORD and JANE CARLIN, proved to me through satisfactory evidence of identification, which was A CONN LICENSE, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily as their free act and deed.


 Notary Public
My Commission Expires: 05-31-2023

13

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

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

GRANTOR:

EDMUND J. CIENAVA

By: Edmund J. Cienava
Name:

MARIA E. CIENAVA

By: Maria E. Cienava
Name:

STATE OF NEW YORK

City of New Rochelle, Westchester County ss.

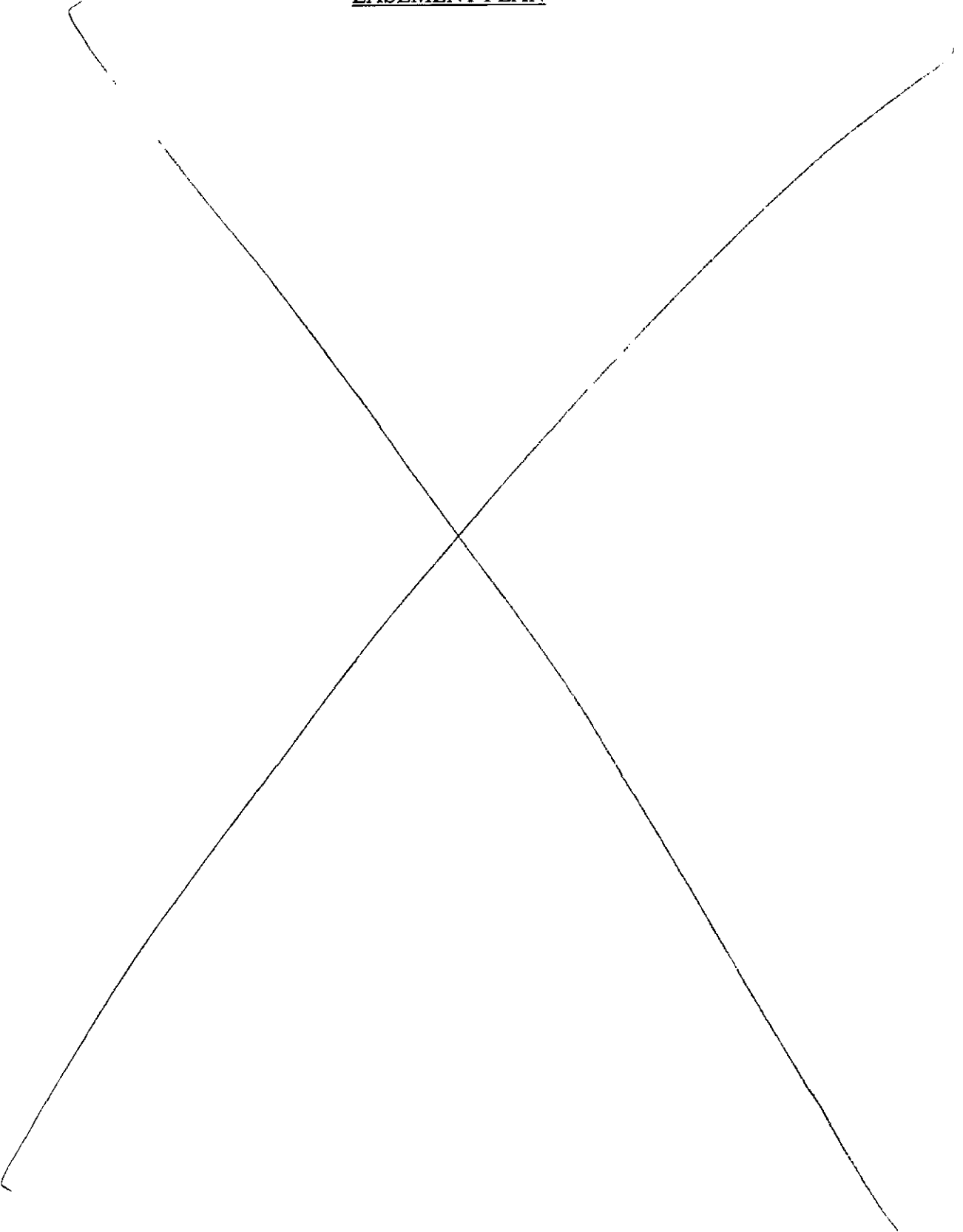
On this 17th day of March, 2021, before me, the undersigned Notary Public, personally appeared Edmund J. Cienava and Maria E. Cienava proved to me through satisfactory evidence of identification, which was New York State Driver's License to be the persons whose names are signed on the preceding document,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

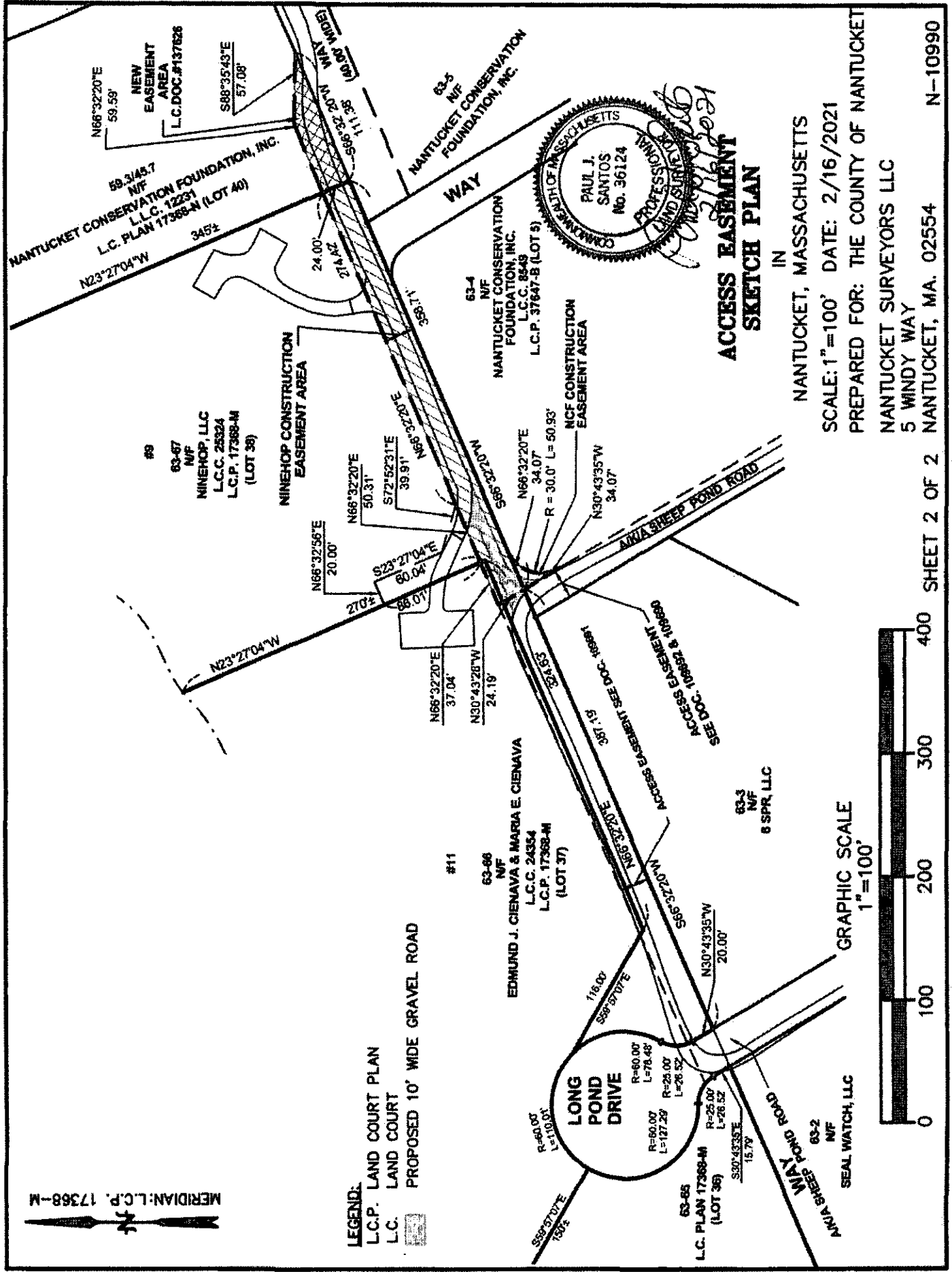
D.
Notary Public
My Commission Expires 08/19/2023

751116v7NANT19750/0012

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

EXHIBIT A
EASEMENT PLAN







William Francis Galvin
Secretary of the
Commonwealth

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

March 16, 2021

TO WHOM IT MAY CONCERN:

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

NINEHOP, LLC

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

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

DOC No: 00168947

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Mar 30, 2021 at 02:12P

Document Fee: 945.00 Rec Total:\$945.00

CERTIFICATE No: 8549

Also noted on CERT 9916

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