

TWO CENTRE DEED PRESERVATION RESTRICTION
Signed January 7, 1998

BOOK 0560 PAGE 025

PRESERVATION RESTRICTION AGREEMENT
between the COMMONWEALTH OF MASSACHUSETTS
by and through the MASSACHUSETTS HISTORICAL COMMISSION
and the BOARD OF TRUSTEES OF THE UNITED
METHODIST CHURCH IN NANTUCKET

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the Board of Trustees of the United Methodist Church in Nantucket, of Two Centre Street, Nantucket, Massachusetts, 02554, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the Nantucket Methodist Church, located at 2 Centre Street, Nantucket, Massachusetts, thereon as described in a deed dated September 16, 1823 from Oliver C. Bartlett to the Trustees of the Methodist Episcopal Two Church Street recorded with Nantucket Registry of Deeds in Book 27, Page 383, and which is located at Centre Street, Nantucket, Massachusetts, hereinafter referred to as the Premises.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the Premises is listed in the State Register of Historic Places as a contributing property to the Nantucket Island National Register Historic District; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public

interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions which shall apply in perpetuity to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed on the National and/or State Registers of Historic Places, under applicable state and federal legislation.

Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.

2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, except the basement unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

6. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

7. Other Provisions: Not applicable.

8. The Grantor is the unified legal successor of the Methodist Episcopal, Methodist Episcopal south and Methodist Protestant Churches .

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____
day of _____, 199__.

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 199__

Then personally appeared the above named _____
and acknowledged the foregoing instrument to be the free act and deed of _____
before me,

Notary Public
My Commission Expires _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7 day of JANUARY ~~October~~, 1997. 1998.

The United Methodist Church in Nantucket

Nancy Forsyth Nelson
Reverend Nancy Forsyth Nelson

William E. O'Dell
William E. O'Dell, Board of Trustees

Marianne Stanton
Marianne Stanton, Board of Trustees

David A. Purdy
Rev. Dr. David A. Purdy, District Superintendent

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

September, 1997

Then personally appeared the above named Nancy Forsyth Nelson
and acknowledged the foregoing instrument to be the free act and deed of her before me,

Emily Avery
Notary Public, Emily Avery
My Commission Expires 11-16-2001