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Bk: 1909 Pg: 146 Page: 1 of 53
Doc: RES 08/24/2022 10:42 AM

HISTORIC PRESERVATION RESTRICTION

THIS HISTORIC PRESERVATION RESTRICTION made this 18 day of August 2022, by and between George Gray, LLC, a Massachusetts limited liability company, having a mailing address of Post Office Box 763, Nantucket, Massachusetts 02554 (hereinafter "Grantor") and the NANTUCKET PRESERVATION TRUST, INC., a nonprofit Massachusetts corporation with a mailing address of Post Office Box 158 Nantucket, Massachusetts 02554 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located at 55 Union Street in the Town and County of Nantucket, Commonwealth of Massachusetts, as more particularly described in Grantor's deed of title, recorded with the Nantucket Registry of Deeds in Book 1458, Page 294, and in Exhibit A, attached hereto and incorporated herein by reference (hereinafter "the Property"), and as further depicted and described on a plan, titled "Perimeter Plan of Land in Nantucket, Massachusetts," prepared for B.P.A. Nominee Trust and G.E.A. Nominee Trust, by Emack Surveying, LLC, dated October 6, 2014, and recorded with the Nantucket Registry of Deeds as Plan 2014-92, a copy of which is attached hereto and incorporated herein by reference as Exhibit B, said Property including the following structure:

The Nicholson-Andrews House (hereinafter "the Building"), is composed of a two-story, timber-frame house with a central chimney and entry stoop on its east elevation (hereinafter "Main Block"). Constructed in 1835, the Main Block remains in nearly unaltered condition and retains a range of elements that represent local building practices and architectural tastes during the height of Nantucket's prosperity. The Building's circular brick cellar, two-bay floor plan, central chimney with six fireplaces and broad stair hall occupying the Main Block's northeast corner are characteristic of the building type known locally as a "Typical Nantucket House." Finishes such as the Main Block's finely trimmed entry & main cornice, and its exceptional Greek Revival style interior woodwork represent a high level of craftsmanship that was widespread on Nantucket during this era. Attached to the rear (west) wall of the Main Block is a two-story rear ell (hereinafter "Rear Ell") that was built at the same time as the Main House to contain a kitchen and service spaces. Typical of its period, the Rear Ell was built to a slightly lower stud height than the Main Block and contained simpler finishes. Having decayed to the point of collapse, the Rear Ell was extensively re-framed and re-built in 2015. Its original north and west walls

were retained and repaired as was its original rear staircase; other sections were rebuilt with materials and details that resembled those originally found on the elevations of the Rear Ell.

WHEREAS, the Property also includes a capped picket fence along its street frontages on Union and York Streets, and landscaped grounds that contained a barn until the 1920s (hereinafter "the Property") that complement the Building and contribute to its setting and context, and that contribute to the historic setting of the surrounding historic district;

WHEREAS, Grantee is qualified to accept historic preservation restrictions to protect buildings and sites historically for their architecture, associations, and/or archaeology under the provisions of Mass. Gen. Laws c. 184, ss. 31, 32, and 33 (hereinafter "the Act");

WHEREAS, Grantee is a publicly supported, tax-exempt, non-profit organization whose primary purposes include the preservation and conservation of sites, buildings, and objects of local, state, and national significance and is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter "the Code");

WHEREAS, the Building and Property are significant for architectural design and historic uses that reflect the economic, aesthetic, and cultural history of Nantucket, Massachusetts, and that illustrate historic design, setting, materials and workmanship;

WHEREAS, because of its architectural, historic, and cultural significance the Building and Property are a contributing resource within the Nantucket Historic District, listed in the National Register of Historic Places and as a National Historic Landmark on November 13, 1966, as amended on October 16, 2013, are included in the Nantucket Historic District established by the Town of Nantucket on June 4, 1970, are included in the Massachusetts State Register of Historic Places, and were designated a Certified Historic Structure under Section 170(h)(4)(B) of the Code on July 28, 2015;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and Property, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building and Property;

WHEREAS, the preservation values of the Building and Property are documented in a set of reports, drawings, and photographs (hereinafter "Baseline

Documentation") attached hereto and incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building and Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following: (1) Legal Description of Property (Exhibit A); (2) Copy of plan titled "Perimeter Plan of Land in Nantucket, Massachusetts" recorded with Nantucket Registry of Deeds as Plan 2014-92 (Exhibit B); (3) a set of eight (8) exterior and twenty-four (24) interior photographs taken by Brian Pfeiffer, dated June 17, 2016; (4) a set of four (4) floor plans of the cellar, first, second and attic stories indicating the protected portions of the Building's interior (Exhibit D); (5) a Massachusetts Historical Commission Form B for the Property prepared by Brian Pfeiffer, dated May 10, 2016 (Exhibit E); all the aforesaid Exhibits being attached hereto and incorporated herein by reference, copies of said documentation also to be kept on file at the offices of the Grantee.

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on the Building and Property will assist in preserving and maintaining the Building and Property, and their architectural, historic, and cultural features for the benefit of the people of the Town and County of Nantucket, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in perpetuity on the Building and the Property pursuant to the Act;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to Section 170(h) of the Code and M.G.L. chapter 184, sections 31, 32, and 33, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction (hereinafter "the Restriction") in gross in perpetuity over the Building and the Property.

1. **PURPOSE.** It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the Building and Property will be retained and maintained forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Property and Building will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Property or Building that will significantly impair or interfere with the Property's and Building's preservation values will be prohibited.

2. GRANTOR'S COVENANTS

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times to maintain, replace, repair, and reconstruct the Building as hereinafter set forth, as necessary to preserve the exterior and interior of the Building in substantially the structural condition and state of repair as that existing on the effective date of this Restriction. Grantor's obligation to maintain shall also require that the Property's landscaping be maintained in good appearance. Vegetation and screening shall be maintained such that the Building remains visible from the public right of way on Union Street. Subject to the casualty provisions of paragraphs 7 and 8, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with *The Secretary of the Interior's Standards for the Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards"). Grantor's obligation to maintain shall be subject to the provisions of Paragraphs of 3.1 and 6 hereof.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) the Building shall not be demolished, lifted from its foundation, removed, or razed except as provided in paragraphs 7 and 8;
- (b) nothing shall be erected or allowed to grow on the Property which would impair the visibility of the Building from Union Street;
- (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
- (d) the Property shall not be divided or subdivided in law or in fact except for minor lot line adjustments that do not result in the creation of additional buildable lots;
- (e) no aboveground utility transmission lines, except those reasonably necessary for the existing Building or made pursuant to utility easements already recorded may be created on the Property; and
- (f) subject to the maintenance covenants of Paragraphs 2.1 and 3.1 hereof, the following features of the Building shall not be removed, demolished, or altered:

- (1) the exterior massing, roof profiles, foundation, and timber-frame construction of the Building;
- (2) exterior architectural features of the south, east, north, and west elevations of the Building; architectural features shall include all foundation materials, stoops, decks, wood shingle & clapboard cladding, wooden corner boards & cornices, decorative trimmings, windows & window cases, doors & door cases, eaves & cornices, roof profiles including the wooden roof-walk, chimney, and roof hatches;
- (3) the circular cellar at the northeast corner of the Main Block including its brick walls and brick-paved floor;
- (4) all fireplaces including all six (6) fireplaces built into the central chimney of the Main Block;
- (5) interior floorplans of the first, second, and attic stories of the Main Block, and the west (rear) staircase at the west end of the Rear Ell as shown on Exhibit D;
- (6) interior architectural elements at the first and second stories of the Main Block, including softwood floors; lime-plaster walls & ceilings; the front staircase, its newel posts, balustrades, risers, treads and decorated tread-ends; molded door cases, paneled doors, and original hinges stamped "Thos. Clark"; the attic staircase, its sheathed walls, treads, risers & batten door; molded window cases including their paneled bases, paneled casement shutters and the shutters' original hinges; baseboards, batten doors, mantelpieces, & window sashes; and all hardware at the doors and casement shutters; and
- (7) interior architectural elements of the rear (west) staircase located in the Rear Ell, including its treads, risers, window, and plastered stairwell.

3. GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld, but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not undertake any of the following actions on the Building or Property:

- (a) erect any external signs or external advertisements except; (i) such plaque permitted under paragraph 12.8 of this Restriction; and (ii) a sign stating solely the address of the Property;

- (b) make permanent substantial topographical changes, such as, by example, excavation for the construction of roads, swimming pools, or other recreational facilities;
- (c) change the use of the Building and Property to use other than single family residential. Grantee must determine that the proposed use does not conflict with the Purpose of the Restriction;
- (d) remove the capped picket fence along the Property's boundaries on Union and York Streets or construct additional structures or service buildings; and
- (e) conduct activities identified as Major Maintenance and Minor Maintenance in the Restriction Guidelines that may reasonably be expected to make material changes in the appearance, materials, or workmanship of the Building, except as otherwise provided herein.

3.2 Archaeological Activities. The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (Mass. Gen. Laws, c. 9, §27C, 950 C.M.R. 70.00).

3.3 Review of Grantor's Requests for Approval. In connection with Grantee's approval of conditional rights set forth in Paragraphs 3.1 and 3.2 above, Grantor shall submit to Grantee two copies of information (including plans, specifications and designs, and Nantucket Historic District Commission application and materials where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within forty-five (45) days of receipt of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provisions of this Paragraph relating to deemed approval after the passage of time, provided nothing herein shall be

construed to permit Grantor to undertake any of the activities prohibited hereunder.

4. STANDARDS FOR REVIEW. Grantee shall apply the Secretary's Standards in exercising any authority created by this Restriction to inspect the Property or the exterior or interior of the Building to evaluate any construction to or alteration, repair, maintenance, or reconstruction of the Building; or to review any casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage.

5. PUBLIC ACCESS. Grantor shall not block views of the Building from the public right of way on Union Street either by intentional planting or fencing in such a manner that the Building is concealed from public view; Grantor further agrees to permit Grantee to make baseline documentation available to interested members of the public at Grantee's offices or by depositing copies of such baseline documentation in a local library.

6. GRANTOR'S RESERVED RIGHTS NOT REQUIRING FURTHER APPROVAL BY GRANTEE. Subject to the provisions of Paragraphs 2.1, 2.2, 3.1, and 3.2 of this Restriction, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by Grantee without further approval by Grantee:

- (a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; and (ii) are not inconsistent with the Purpose of this Restriction;
- (b) the right to conduct Minor Maintenance of the Building, as such maintenance is defined in the Restriction Guidelines, that is not reasonably expected to make material changes in the exterior or interior appearance, materials, or workmanship of the Building, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor uses in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. Changes in appearance, materials, or workmanship from that existing prior to the maintenance and repair require the prior approval of the Grantee in accordance with the provisions of Paragraph 3 of this Restriction;
- (c) the right to continue all manner of existing residential use and enjoyment of the Building and Property, including but not limited to the

right to maintain, repair, and restore existing fences; the right to maintain the existing driveway and paths with the same or similar surface materials; the right to maintain existing utility lines and building walkways, steps, and fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and paragraphs 2 and 3;

- (d) the right to renovate, update, and otherwise alter or change areas of the interior of the Building's Rear Ell that are not included in this Restriction consisting of the cellar beneath the Rear Ell and the first and second-story interiors of the Rear Ell excepting the rear (west) staircase which is protected under Paragraph 2.2(f)(7) of this Restriction;
- (e) the right to maintain and re-pave the existing driveway and parking area at the southwest corner of the Building and at the east side of the property in front of the open deck of the Main Block abutting Union Street;
- (f) the right to re-landscape and re-design lawns and planting beds; and
- (g) the right to make such modifications to the Building as may be required by governmental entities to comply with local, state, or federal laws, provided that such changes are reviewed and approved by the Grantee whose approval shall not be unreasonably withheld.

7. CASUALTY DAMAGE OR DESTRUCTION. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;

- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing as of the date hereof.

8. REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION. If, after reviewing the report provided in Paragraph 7 above and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 14.2 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 of this Agreement, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect, provided however that nothing herein shall compel the Grantor to expend funds in excess of those received from insurance proceeds.

9. INSURANCE. Grantor shall keep the Property insured by an insurance company rated "A" or better by Best's as currently insured. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage; provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender

to the insurance proceeds. If the Grantor conveys the Property to a person or entity, then the subsequent Property owner shall be obligated to keep the Property insured by an insurance company rated "A" or better by Best's for the guaranteed building cost against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage, such property damage insurance to include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor.

10. INDEMNIFICATION. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death, or other damage occurring on or about the Property, unless such injury, death, or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

11. TAXES. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely object to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property.

12. ADMINISTRATION AND ENFORCEMENT

12.1 Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods – by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if to Grantor, then to George Gray, LLC, P.O. Box 763, Nantucket, Massachusetts 02554, and if to Grantee, then to the Nantucket Preservation Trust at P. O. Box 158 Nantucket, Massachusetts 02554 or to 508-228-1371 for facsimile transmission.

Each party may change its address set forth herein by a notice to such effect to the other party.

12.2 Evidence of Compliance. Upon request by the Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

12.3 Inspection. The Grantee shall be permitted to conduct an annual inspection of the Property, including the exterior and interior of the Building in order to confirm Grantor's compliance with this Preservation Restriction Agreement. Such inspection shall be conducted at reasonable times and following advance notice to the Grantor of no less than ten (10) days. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

12.4. Grantee's Remedies. Grantee may, following thirty (30) days written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Building to the condition and appearance that existed prior to the violation complained of. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, which violation has continued more than thirty (30) days after notice by the Grantee to the Grantor, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs and attorneys, architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse Grantee pursuant to the terms of this Paragraph, the amount of such reimbursement until discharged shall constitute a lien on the Property.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

12.5 Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within ten (10) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

12.6 Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property prior to sale closing.

12.7 Liens. Any lien on the Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien provided in Mass. Gen. Laws c. 254, §5, except that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

12.8 Plaque. Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 6 inches by 24 inches in size, giving notice of the significance of the Building and the existence of this Restriction. The plaque shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld.

13. BINDING EFFECT; ASSIGNMENT.

13.1 Runs with the Land. Except as provided in Paragraphs 8 and 14, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Building and Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming by, under, or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and

each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Building and the Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Building and the Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be included by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of the fee simple title to or any lesser estate in the Building and the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of fewer than one hundred twenty (120) days.

13.2 Assignment. Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" under Section 170(h) of the Code and that qualifies under the Act as an eligible donee whose purposes, *inter alia*, are to promote preservation of buildings and sites historically significant for their architecture, associations, and/or archaeology, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer.

13.3. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the County of Nantucket. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of the County of Nantucket.

14. PERCENTAGE INTERESTS; EXTINGUISHMENT

14.1 Percentage Interests. For purposes of allocating proceeds pursuant to paragraphs 14.2 and 14.3, Grantor and Grantee stipulate that as of the date of this Restriction, Grantor and Grantee are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in the fair market value of the Property and the Building. Said percentage interests shall be determined by the ratio of the value of the Restriction on the effective date of this Restriction to the value of the Property and the Building, without deduction for the value of the Restriction, on the effective date of this Restriction. The values on the effective date of the Restriction shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the

ratio of those values with the Baseline Documentation (on file with Grantor and Grantee) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Restriction to the value of the Property unencumbered by the Restriction shall remain constant, and the percentage interest of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the effective date of this Restriction is reserved to Grantor.

14.2 Extinguishment. Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property and the Building in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but are not limited to, partial or total destruction of the Building resulting from casualty. Extinguishment must be the result of a judicial proceeding in a court of competent jurisdiction and shall meet the requirements of the Act for extinguishment, including approvals by both the Town of Nantucket and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and any costs or expenses associated with such sale, Grantor and Grantee shall share in any net proceeds resulting from such sale in accordance with their respective percentage interests in the fair market value of the Property, as such interests are determined under the provisions of paragraph 14.1, adjusted, if necessary, to reflect partial termination or extinguishment of this Restriction. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's primary purposes. Net proceeds shall also include, without limitation, net insurance proceeds.

In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property.

15. CONDEMNATION. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such

taking shall be paid out of the recovered proceeds in conformity with the provisions of paragraphs 14.1 and 14.2 unless otherwise provided by law.

16. **INTERPRETATION.** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Building and the Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

(c) This instrument is made pursuant to the provisions of the Act, but the invalidity of the Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria related by such ordinances) than the Property and Building are devoted as of the date hereof, such

development rights shall not be exercisable on, above, or below the Property and the Building during the term of the Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Restriction.

17. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Restriction or the status of Grantee under any applicable laws, including the Act, Section 501(c) (3) of the Code, and the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit additional development on the Property other than the development permitted by this Restriction on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and open space values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of the County of Nantucket. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

18. **COMPLIANCE WITH BUILDING LAWS.** Grantor and Grantee recognize that there may be circumstances where alterations are required to be made to the Building in order to comply with local, state, and/or federal ordinances and laws which might otherwise not be permissible under this Restriction without Grantee's approval. In such event, Grantor agrees to notify Grantee in writing of such requirement and, if requested by Grantee within 45 days of such notification, to cooperate with Grantee in seeking a variance or waiver from such requirement or a modification of such requirement to mitigate any adverse effect of such compliance.

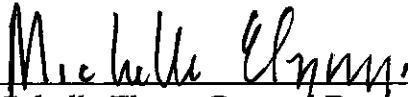
THIS RESTRICTION reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

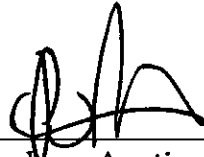
TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and

delivered shall be an original, but both of which together shall constitute one instrument.


IN WITNESS WHEREOF, Grantor and Grantee have set their hands this
26 day of July, 2022.

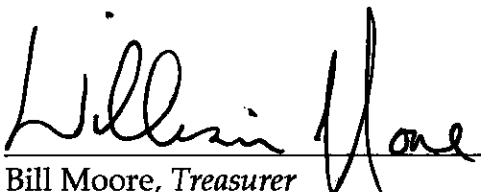
GRANTOR
George Gray, LLC


Michelle Elzay, General Partner


Penelope Austin, General Partner

GRANTEE
Nantucket Preservation Trust, Inc.

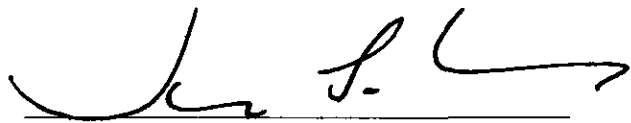

Alison Potts, *President*


Bill Moore, *Treasurer*

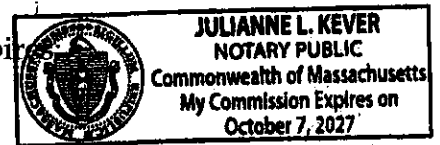
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 25 day of 2022, 2022, before me, the undersigned notary public, personally appeared Michelle Elzay in her capacity as General Partner of the George Gray, LLC, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as General Partner of the George Gray, LLC.



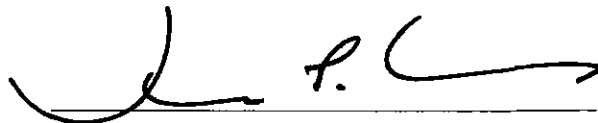
Notary Public
My Commission Expires



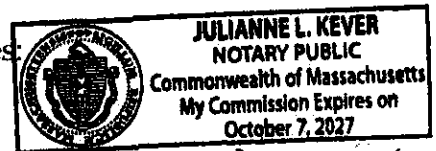
COMMONWEALTH OF MASSACHUSETTS

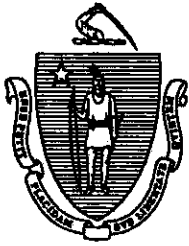
Nantucket, ss.

On this 25 day of 2022, 2022, before me, the undersigned notary public, personally appeared Penelope Austin in her capacity as General Partner of the George Gray, LLC, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as General Partner of the George Gray, LLC.



Notary Public
My Commission Expires





William Francis Galvin
Secretary of the
Commonwealth

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

Date: August 18, 2022

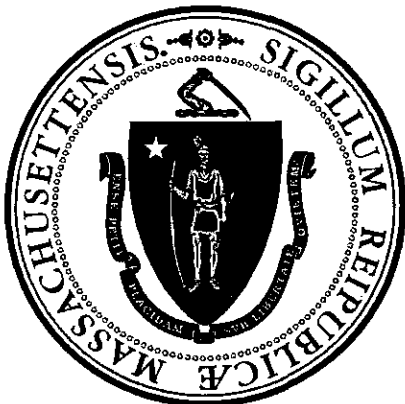
To Whom It May Concern :

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

GEORGE GRAY LLC

in accordance with the provisions of Massachusetts General Laws, Chapter 156C, on
September 25, 2014.

I further certify that said Limited Liability Company has not filed a Certificate of Cancellation;
that said Limited Liability Company has not been administratively dissolved; and that, so far as
appears of record, said Limited Liability Company has legal existence.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22080439020

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: NMa

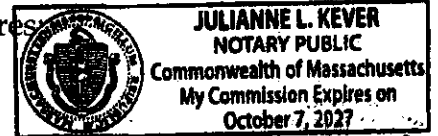
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 28 day of July, 2022, before me, the undersigned notary public, personally appeared the above-named Alison Potts, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as President of the Nantucket Preservation Trust, Inc., a nonprofit corporation.


Notary Public

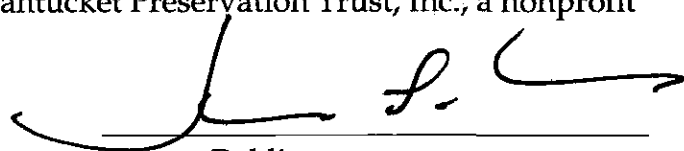
My Commission Expires



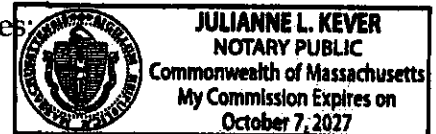
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 28 day of July, 2022, before me, the undersigned notary public, personally appeared the above-named Bill Moore, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Treasurer of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

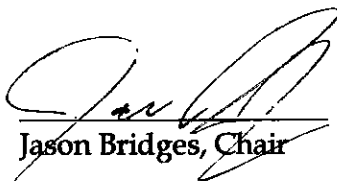

Notary Public

My Commission Expires



APPROVAL BY SELECT BOARD OF THE TOWN OF NANTUCKET

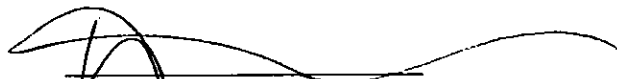
We, the undersigned members of the Select Board of the Town of Nantucket, Massachusetts, hereby certify that at a meeting held on June 22, 2022, the Select Board voted to approve the foregoing Grant of Preservation Restriction by George Gray, LLC to the Nantucket Preservation Trust, pursuant to Massachusetts General Laws, Chapter 184, Section 32, as being in the public interest.


Jason Bridges, Chair

Melissa K. Murphy


Brooke Mohr

TOWN OF
NANTUCKET By its
Select Board


Dawn E. Hill Holdgate, Vice Chair


Matthew G. Fee

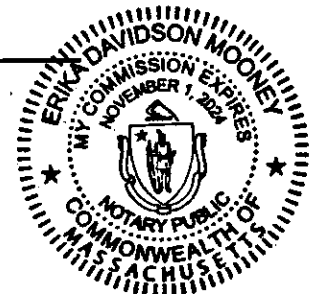
COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this 1 day of July, 2022, before me, the undersigned notary public, personally appeared Jason Bridges, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned 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, as a member of the Select Board for the Town of Nantucket.


Notary Public

My Commission Expires: _____



COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this 1 day of July, 2022, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Erika Davidson Mooney
Notary Public

My Commission Expires: _____



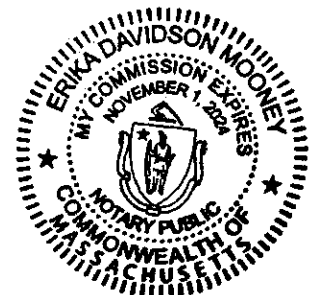
COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this 1 day of July, 2022, before me, the undersigned notary public, personally appeared Matthew G. Fee, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, 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, as a member of the Select Board for the Town of Nantucket.

Erika Davidson Mooney
Notary Public

My Commission Expires: _____



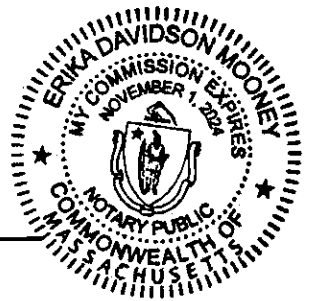
COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this 1 day of July, 2022, before me, the undersigned notary public, personally appeared Brooke Mohr, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Erika Davidson Mooney
Notary Public

My Commission Expires: _____



COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Melissa K. Murphy, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

**APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Mass. Gen. Laws c. 184, §32.

Brona Simon

Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 5th day of August, 2022, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as Executive Director and Clerk of the Massachusetts Historical Commission for its stated purposes.

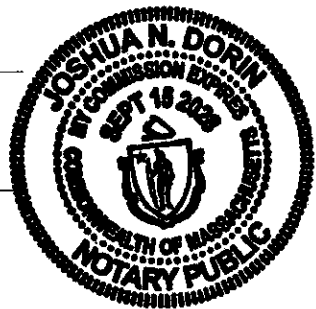
J. N. Dorin

Notary Public

My Commission Expires _____



JOSHUA N. DORIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 15, 2028



SCHEDULE OF EXHIBITS

- A. Legal Description**
- B. "Perimeter Plan of Land in Nantucket, Massachusetts, prepared for:
B.P.A. Nominee Trust and G.E.A. Nominee Trust, October 6, 2014"
recorded in Nantucket Registry of Deeds as Plan 2014-92.**
- C. Documentary Photographs**
- D. Floor Plans**
- E. Massachusetts Historical Commission - Form B**
- F. Restriction Guidelines**

EXHIBIT A**LEGAL DESCRIPTION**

That certain parcel of land, together with all improvements thereon, now known and numbered as 55 Union Street, Town and County of Nantucket, Commonwealth of Massachusetts, being the land shown on a plan entitled "Perimeter Plan of Land in Nantucket, Massachusetts," drawn by Emack Surveying, LLC, dated October 6, 2014, recorded at the Nantucket Registry of Deeds as Plan No. 2014-92.

Source: Nantucket Registry of Deeds, Book 1458, Page 294.

EXHIBIT C



Photo #1 – façade (east elevation)

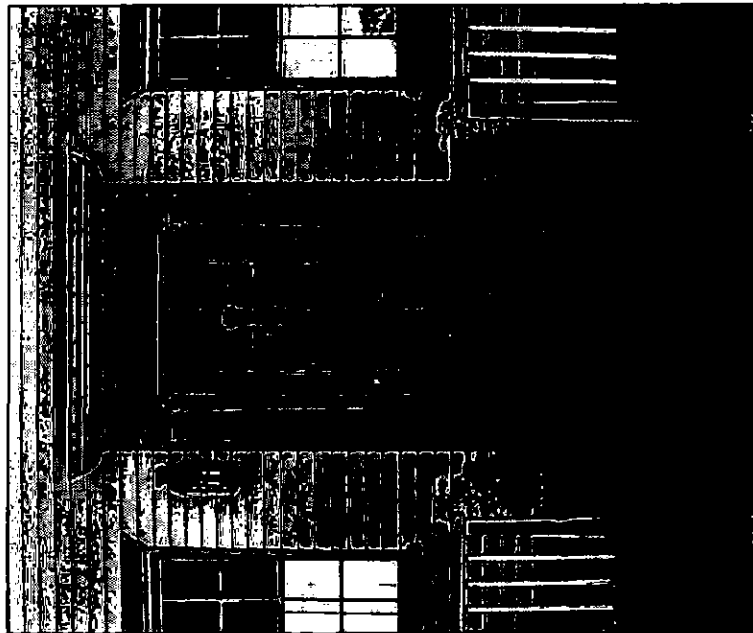


Photo #2 – façade (east elevation) – detail of main entry

EXHIBIT C

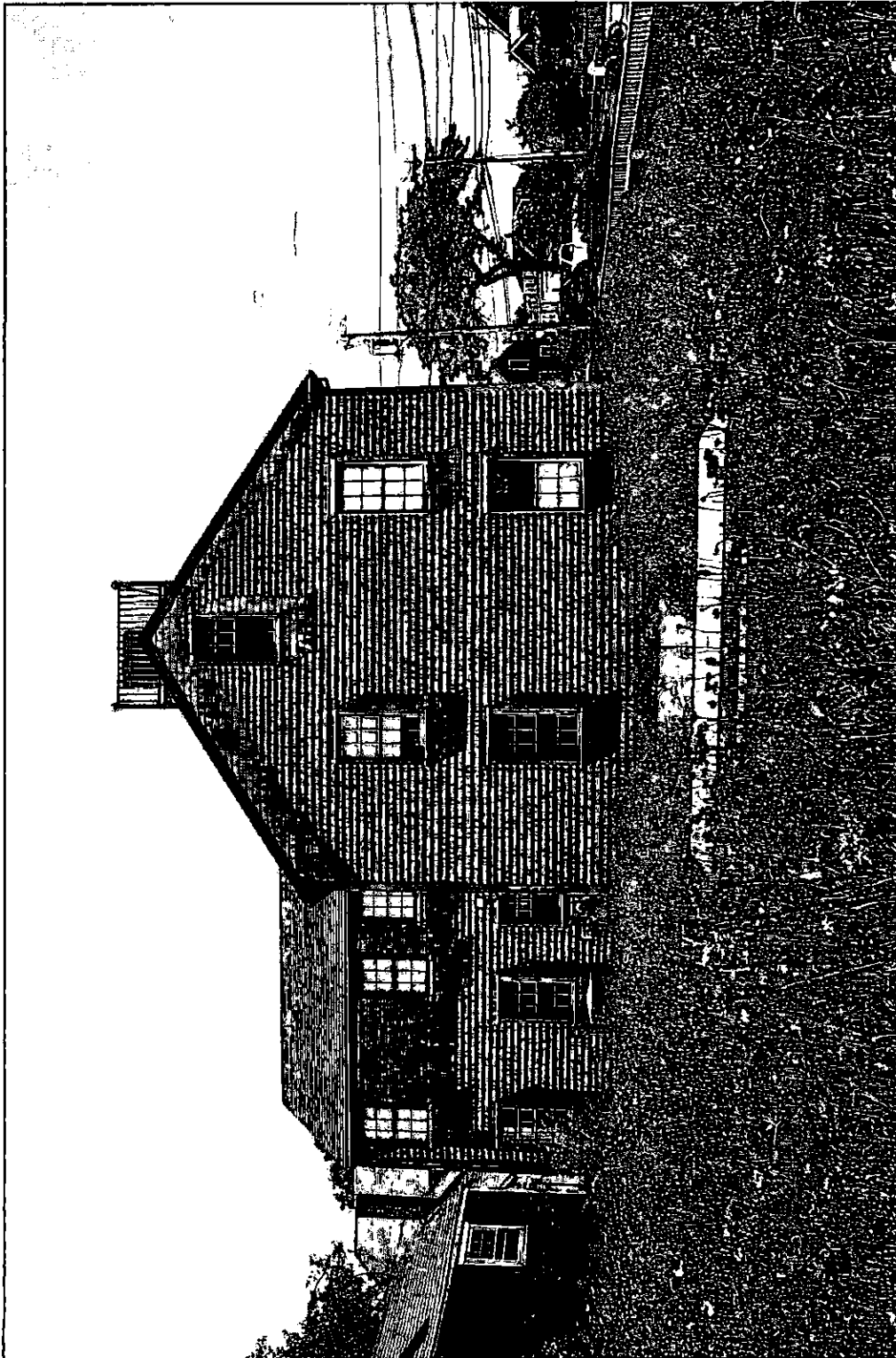


Photo #3 – south elevation of Main Block and Rear Ell

EXHIBIT C

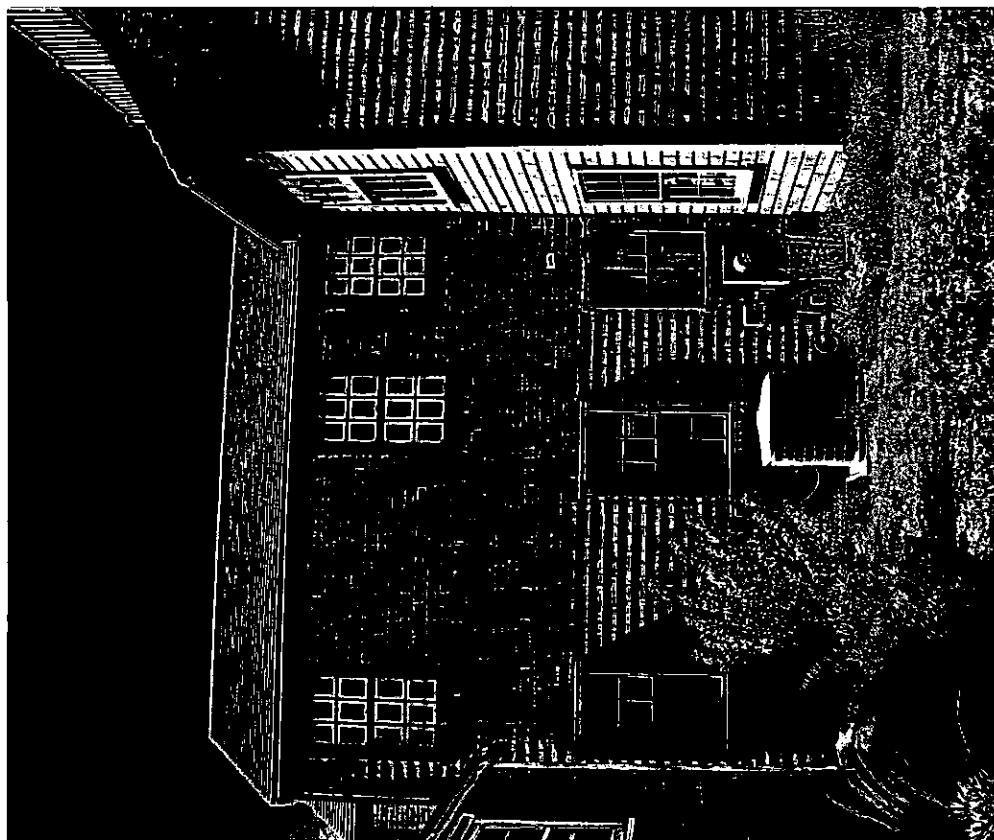


Photo #4 – left to right: south elevation of Rear Ell and west elevation of Main Block



Photo #5 – west elevation of Rear Ell

EXHIBIT C

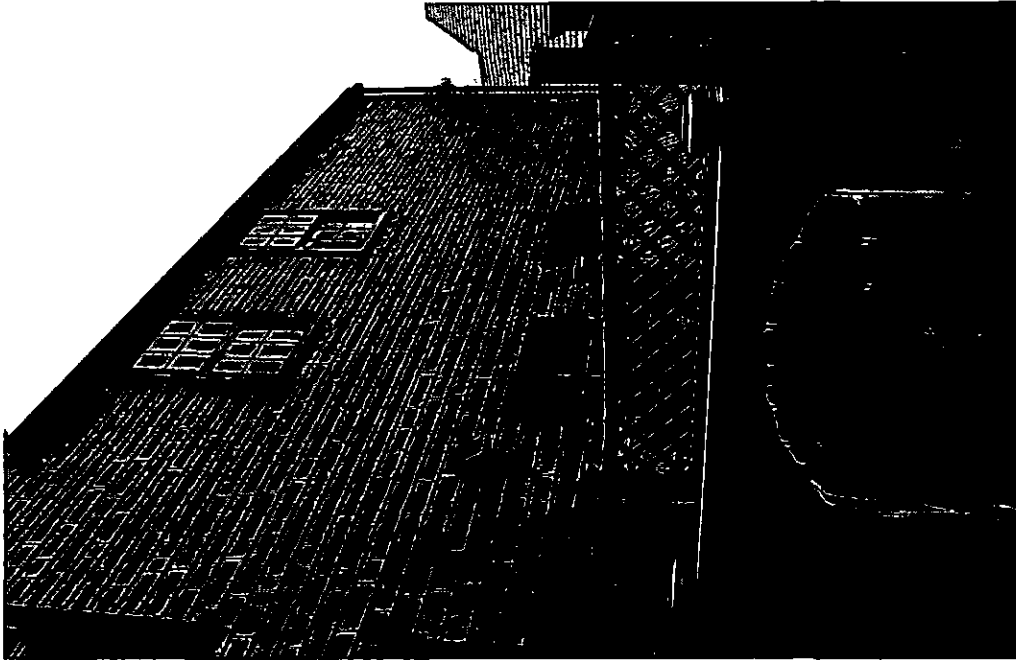


Photo #6 – north elevation of Rear Ell

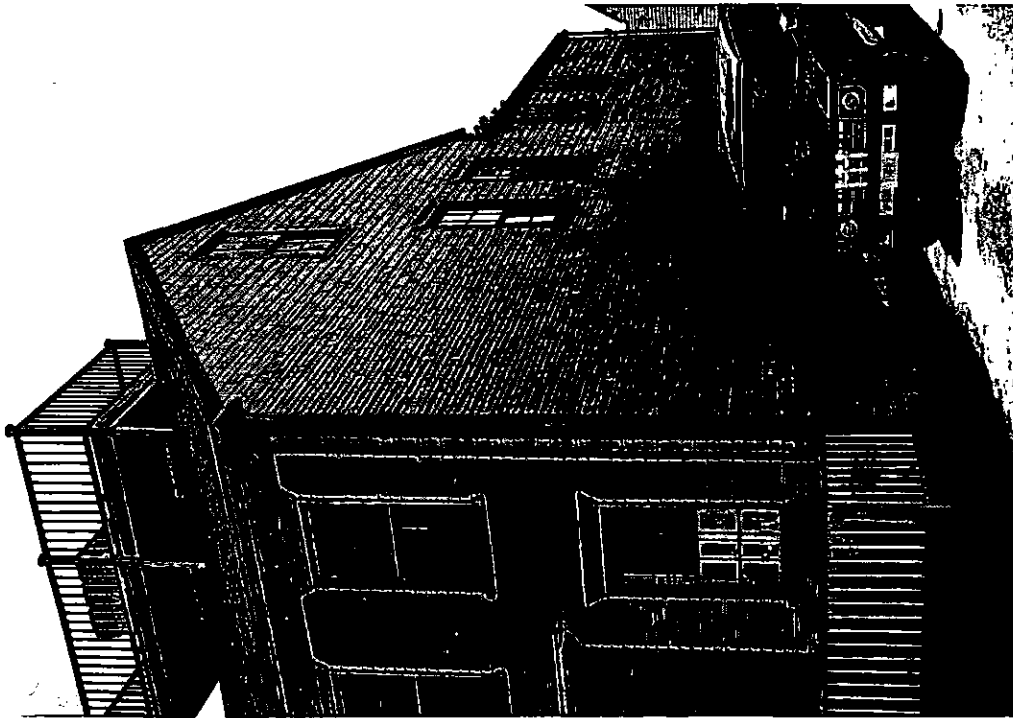


Photo #7 – left to right – partial façade (west elevation) and north elevation of Main Block

EXHIBIT C

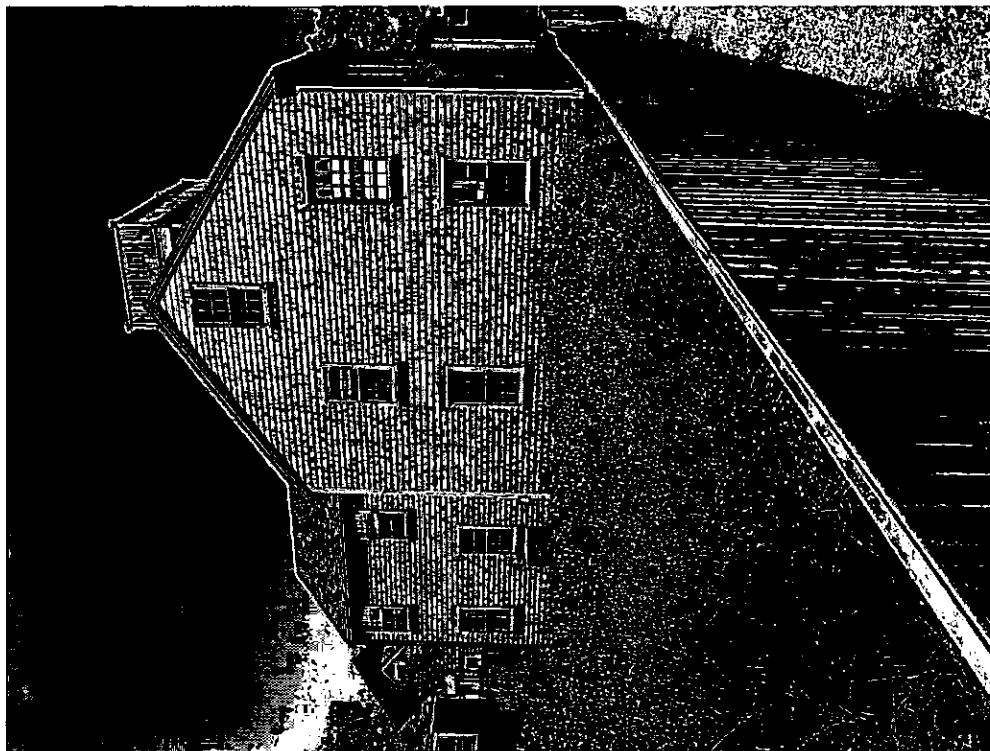


Photo #8 – view of Union Street frontage, capped picket fence, and south elevation

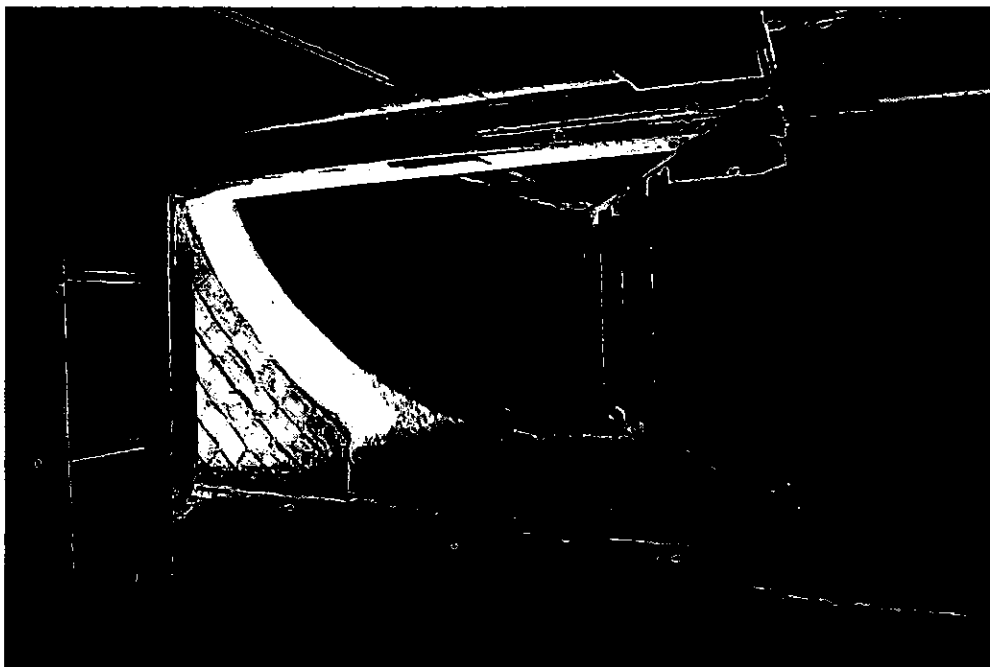


Photo #9– interior – circular cellar at northeast corner of Main Block

EXHIBIT C



Photo #10 - circular cellar at southeast corner of Main Block



Photo #11 - interior 1st story front entry hall (southeast room)

EXHIBIT C

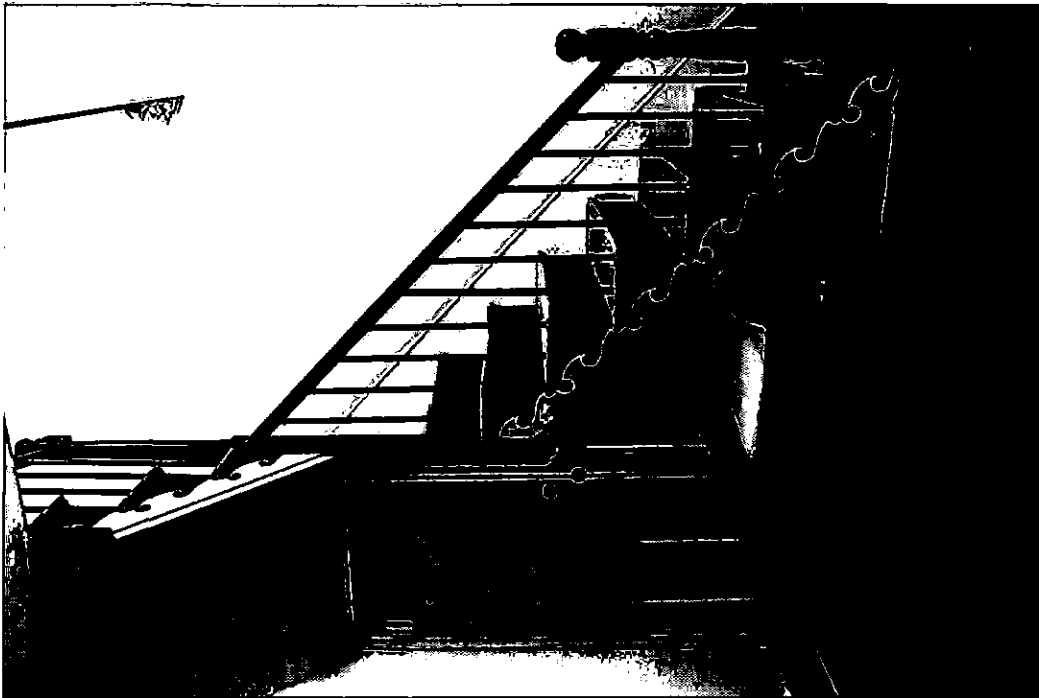


Photo #12 -- interior 1st storey entry hall (northeast room)



Photo #13 --interior 1st storey parlor (southeast room)

EXHIBIT C



Photo #14 – interior 1st storey parlor (southeast room)



Photo #15 – interior 1st storey rear parlor (southwest room)

EXHIBIT C



Photo #16 – interior 1st storey rear parlor (southwest room)

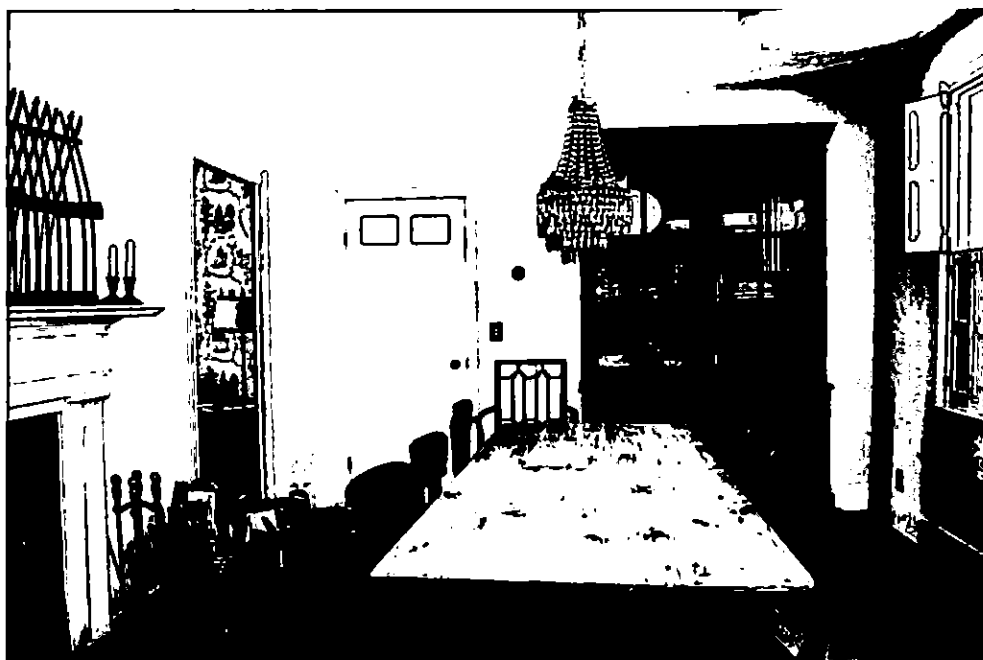


Photo #17 – interior 1st storey dining room (northwest room)

EXHIBIT C



Photo #18 – interior 1st storey dining groom (northwest room)



Photo #19 – interior 2nd storey – front stair hall (northeast room)

EXHIBIT C

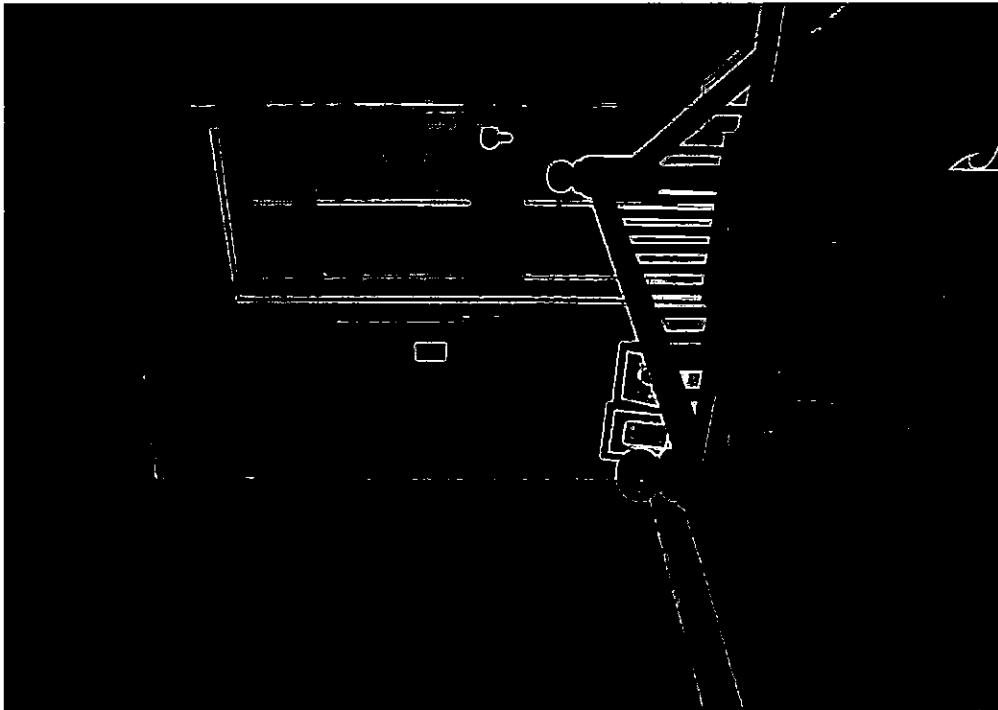


Photo #20 – interior 2nd storey front stair hall (northeast room)



Photo #21 – interior 2nd storey southeast chamber

EXHIBIT C



Photo #22 – interior 2nd storey southeast chamber



Photo #23 – interior 2nd storey southwest chamber (bathroom)

EXHIBIT C

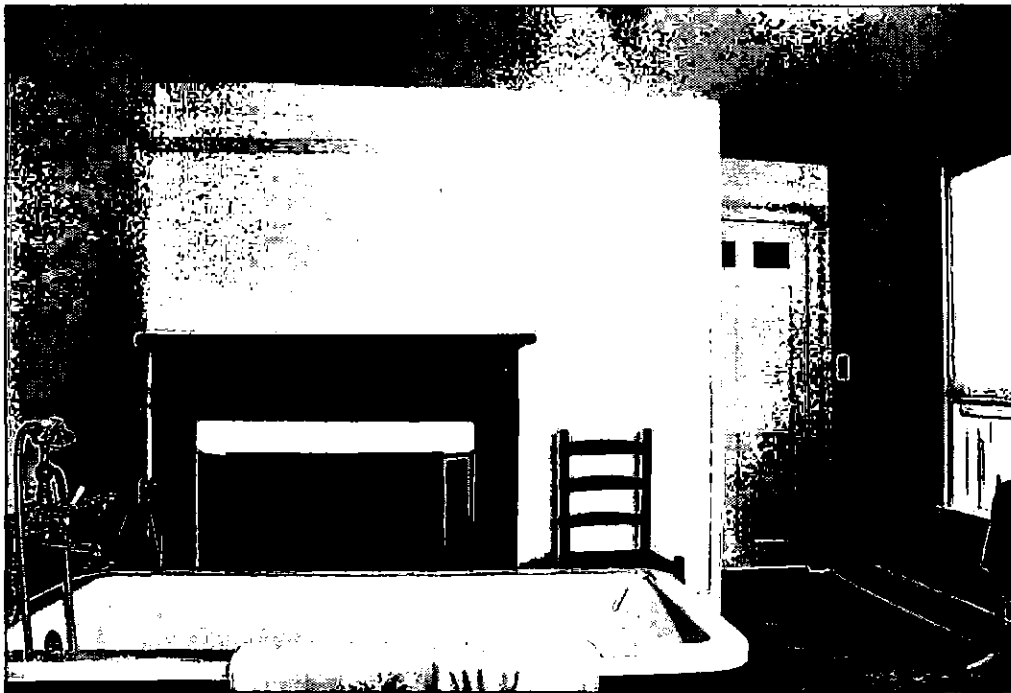


Photo #24 – interior 2nd storey southwest chamber (bathroom)



Photo #25 – interior 2nd storey – northwest chamber

EXHIBIT C

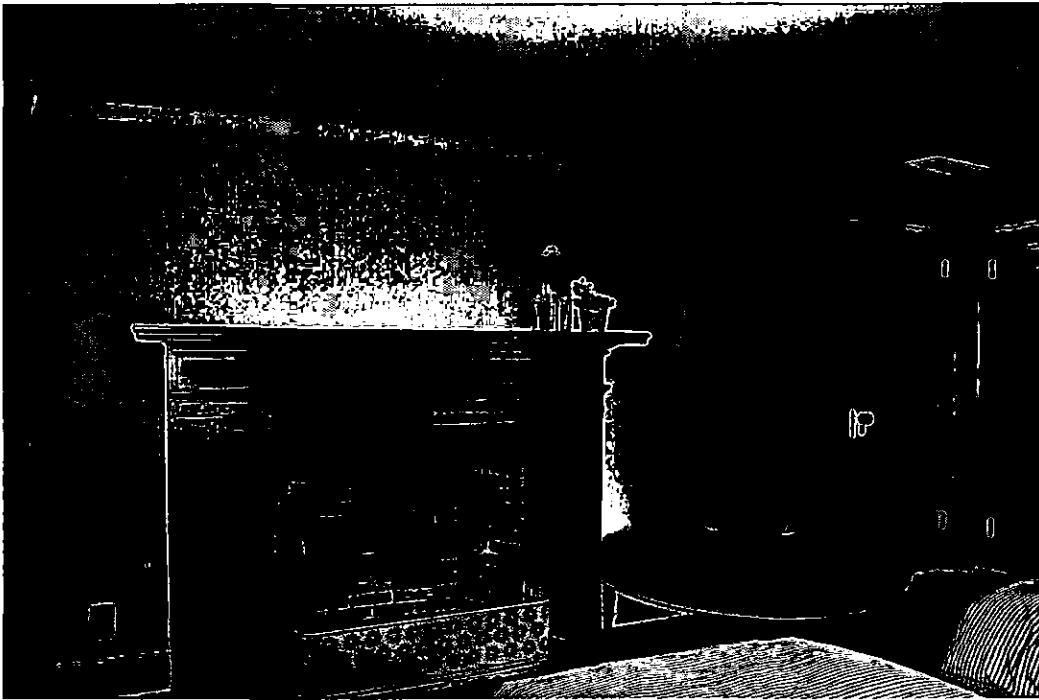


Photo #26 – interior 2nd storey northwest chamber

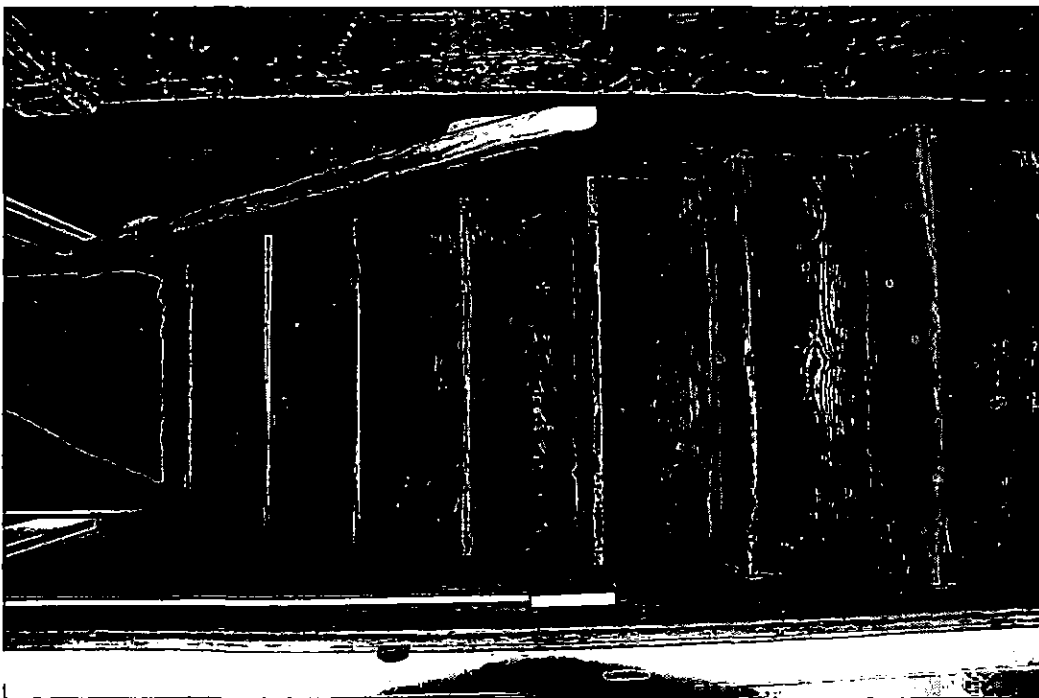


Photo #27 – interior 2nd storey staircase to attic

EXHIBIT C



Photo #28 – interior attic south wall

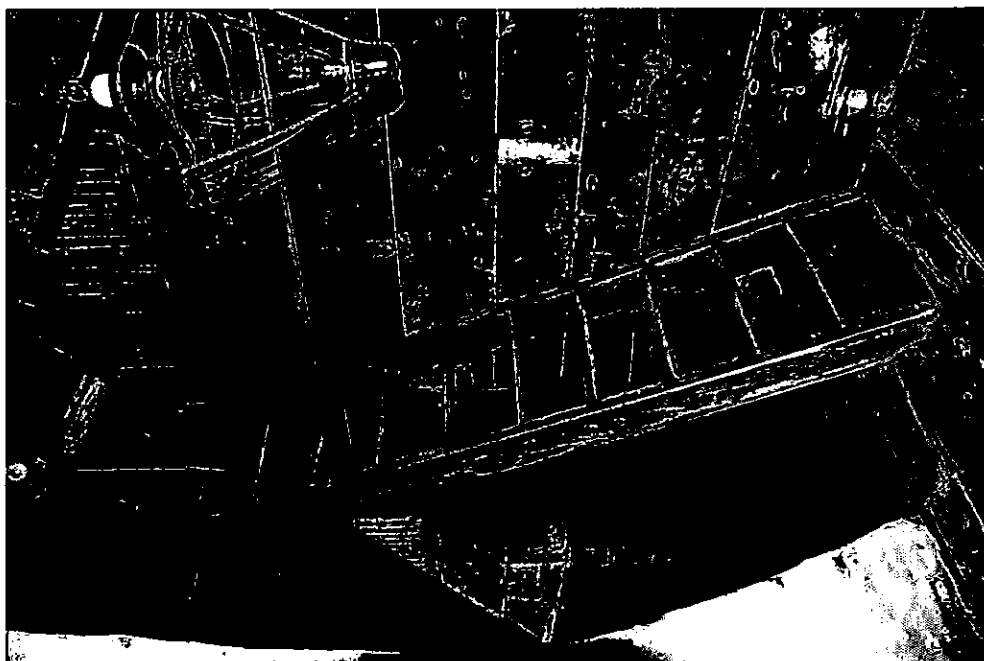


Photo #29 – interior attic – ladder stair to roof hatch

EXHIBIT C



Photo #30 – interior attic north room

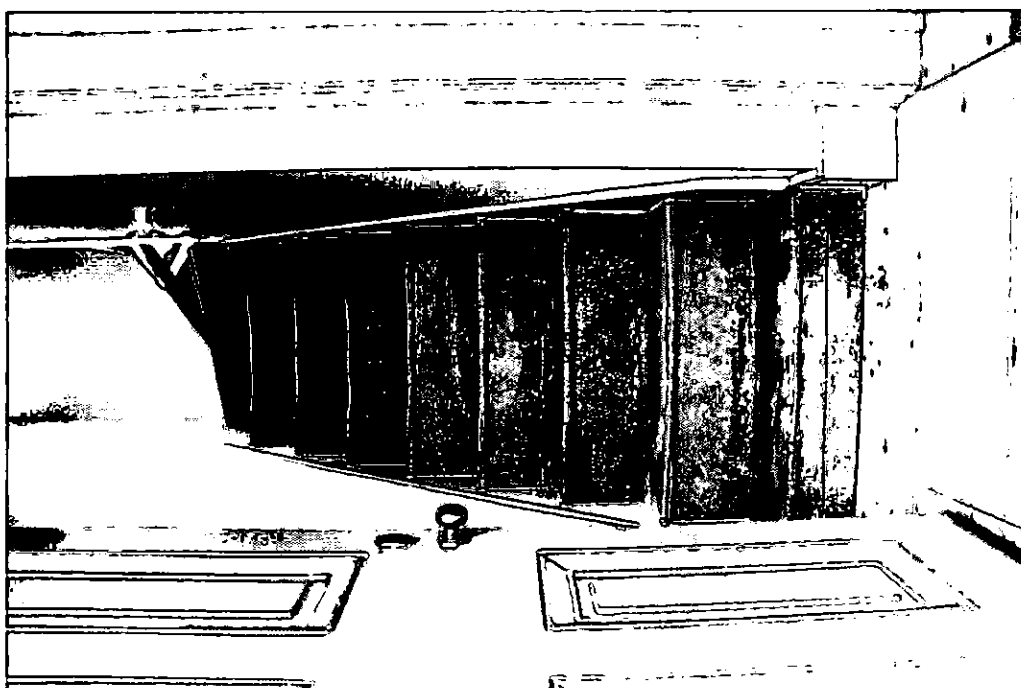


Photo 31 – interior 1st storey rear staircase at Rear Ell

EXHIBIT C



Photo #32 Interior 2nd storey rear staircase at Rear Ell

EXHIBIT D

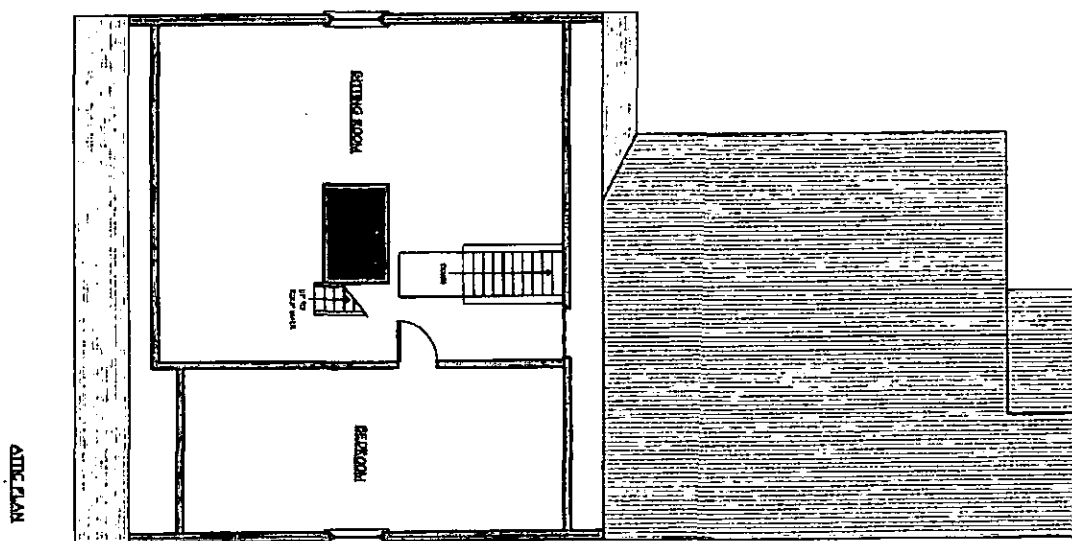
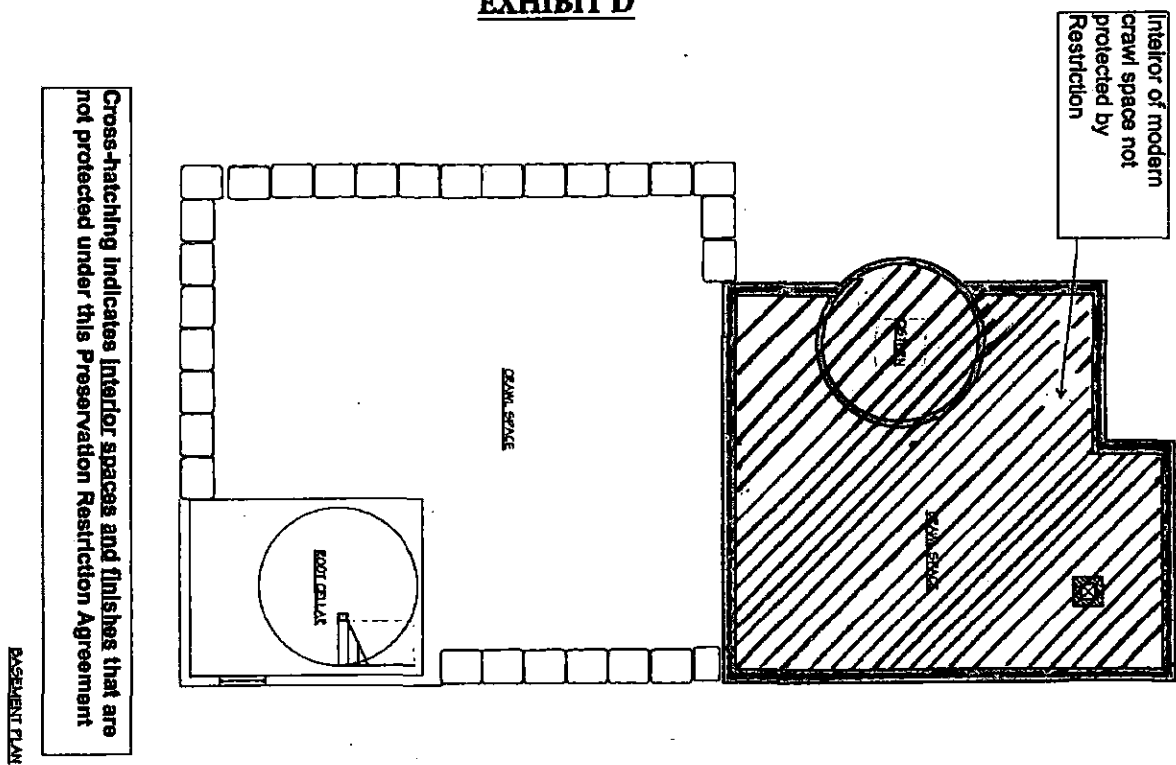
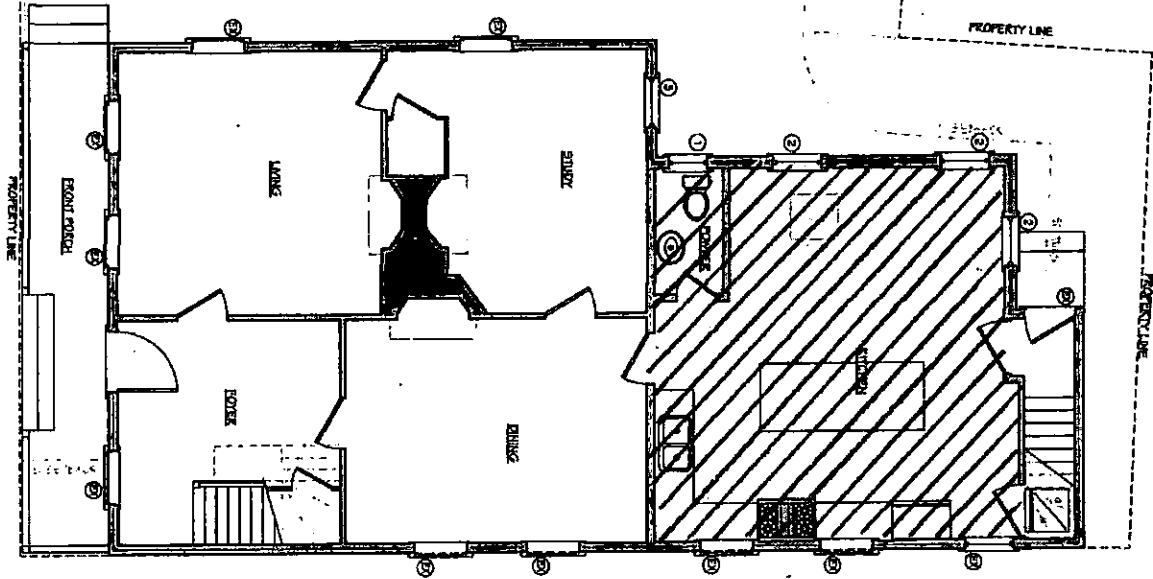


EXHIBIT D



Cross-hatching indicates interior spaces and finishes that are not protected under this Preservation Restriction Agreement

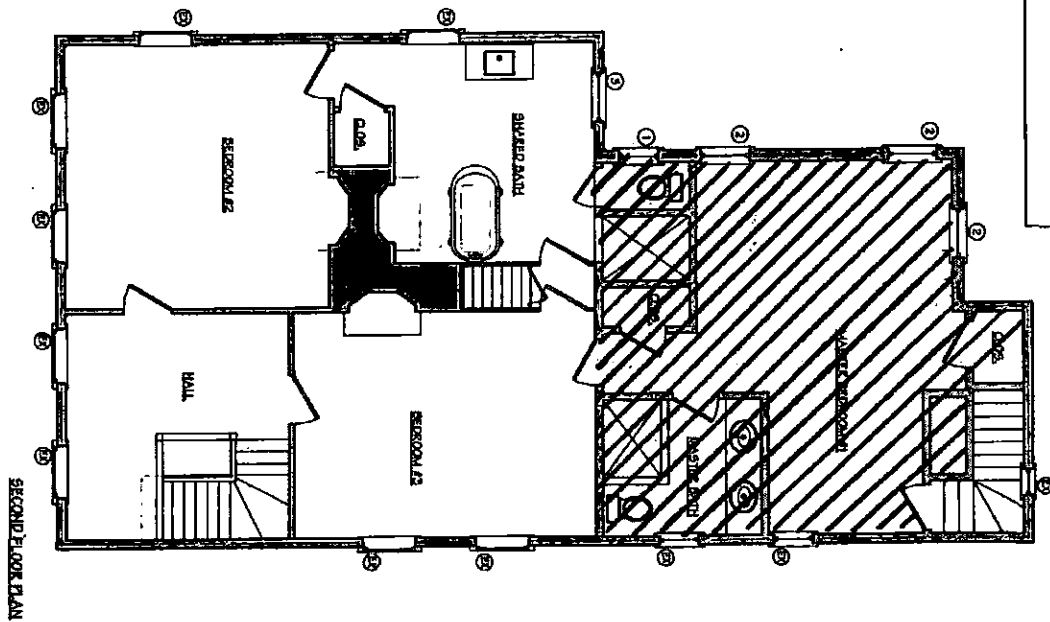
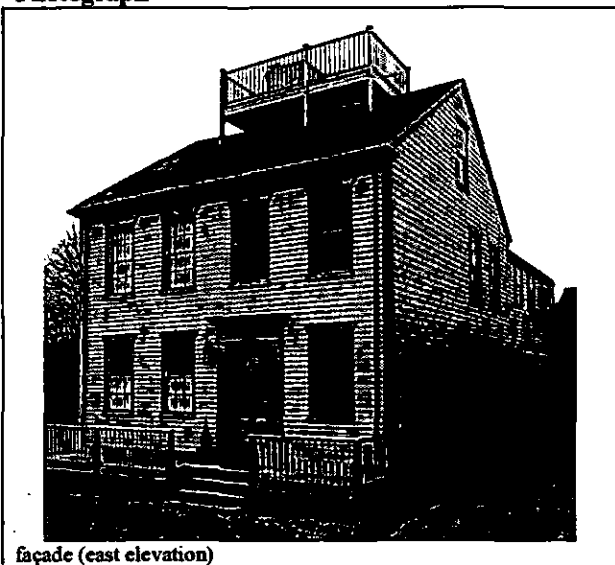
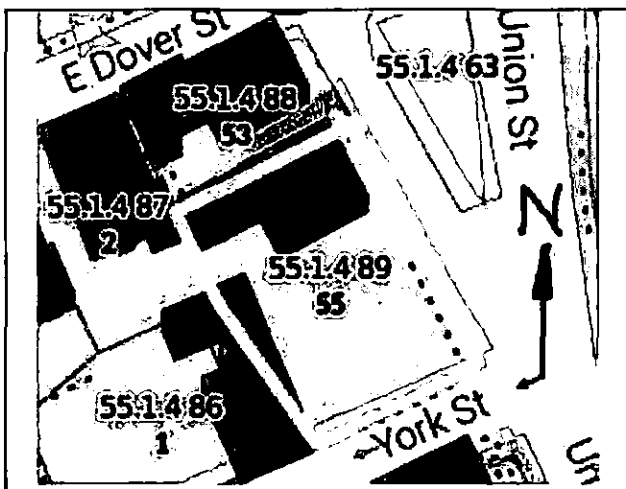


EXHIBIT E**FORM B – BUILDING**

MASSACHUSETTS HISTORICAL COMMISSION
 MASSACHUSETTS ARCHIVES BUILDING
 220 MORRISSEY BOULEVARD
 BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

55.1.4.89

Photograph**Locus Map**

Recorded by: Brian Pfeiffer

Organization: Nantucket Preservation Trust

Date (month / year): May 11, 2016

Town/City: Nantucket

Place: (neighborhood or village): Old Town

Address: 55 Union Street

Historic Name: Nicholson-Andrews House

Uses: Present: single-family residence

Original: single-family residence

Date of Construction: 1835

Source: deeds

Style/Form: Greek Revival

Architect/Builder: John Nicholson, housewright

Exterior Material:

Foundation: brick & rubble stone

Wall/Trim: painted clapboards at façade; weathered shingles on all other elevations; plank frame window cases, moulded window cases with splayed wooden lintels, decorated cornice (façade) & pilastered entry

Roof: wood shingle

Outbuildings/Secondary Structures: none

Major Alterations (with dates): after nearly sixty years' vacancy, the house was conserved and restored in 2015

Condition: excellent

Moved: no ☒ yes ☐ Date:

Acreage: 0.10 acres

Setting: village with residences built in first half of 19th century (west, south & north); commercial and waterfront uses (east)

EXHIBIT E**INVENTORY FORM B CONTINUATION SHEET**

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

--	--

☐ Recommended for listing in the National Register of Historic Places.

If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

The Nicholson-Andrews House stands on the west side of Union Street half-way between York and West Dover Streets in the southern portion of the Old Town section of the Nantucket Historic District. The house occupies a lot of .10 acres composed of two house lots that were combined into a single lot in 1864.

The building is a timber-frame structure composed of a two-storey Main Block (east) with a one and one-half storey Rear Ell attached to its north end of its west elevation. Excepting the northeast corner of the Main Block beneath which is a circular cellar, the building stands nearly at grade above a shallow crawl space. Foundation walls on the south and west are built of rubble stone, while those on the east and at the east end of the north elevation are built of brick, reflecting the presence of the circular cellar within. Characteristic of the vernacular architecture of Nantucket, Cape Cod and Martha's Vineyard, circular cellars are believed to have been an adaptation to resist the pressure of sandy soil that would cause straight walls to collapse. The cellar has a brick floor laid in sand, white-washed brick walls forming a central circle and white-washed brick walls above grade that form the back of foundation visible at the exterior. The remainder of the north elevation and the ell were supported on rubble-stone piers, most of which had collapsed prior to the building's restoration in 2015.

MAIN BLOCK:

The Main Block of the house has a rectangular floor plan (26' x 29') with a central chimney that originally rises slightly southwest of center on the structure's pitched roof before; it was capped following a lightning strike ca. 1960 and rebuilt to match photographic evidence in 2015. Characteristic of a local house type known as a "Typical Nantucket House", the building comprises four structural bays – two in width and two in depth without a separate chimney bay and with an asymmetrically arranged façade (east elevation) of four openings. Unlike the majority of central-chimney houses on the mainland of Massachusetts where chimneys are built as central mass with back-to-back fireplaces contained within a chimney bay, the chimney of the Nicholson-Andrews House consists of two internal stacks set at right angles to each other and joined at the attic to form a single stack that rose through the roof's ridge. Having stood unoccupied for nearly sixty years, the house's exterior claddings are severely weathered. Elevations are covered with weathered wood shingles (east, south & west) and heavily weathered clapboards (north). As originally constructed, the house was covered with wooden shingles on all elevations, excepting the façade (east elevation) which was covered in clapboards that were removed ca. 1960 and restored in 2015. Clapboards on the north elevation are believed to have been installed around 1960, re-using some of the clapboards removed from the façade. Specific conditions by elevation are:

Façade (east elevation): The façade rises from a brick foundation above which it has four openings per storey. The entry occupies the second opening south of the northeast corner at the first storey; all other openings contain windows. The entry contains a fine eight-panel Greek Revival style door framed by undecorated pilasters that rise to an entablature with a plain frieze and ornate cornice supported by stylized modillions that match those of the main cornice. Windows all contain original single-glazed 6/6 sash set in frames trimmed with half-round mouldings and splayed wooden lintels at their heads. Extending the length of the façade's eaves is a moulded cornice with stylized modillions set above a continuous band of closely spaced guttae. An open deck extends the length of the façade and its trimmed with a railing of dowel balusters set between tapered newels. This deck was reconstructed in 2015 to match a deck shown in nineteenth-century photographs of the façade.

South elevation: The south gable elevation rises from a rubble stone foundation laid in lime mortar. There are two windows per storey at the first and second storeys and one window centered in the gable at the attic. East windows at the first and second storeys contain original 6/6 sash and match those of the façade. West windows at the first and second storeys are

Continuation sheet 1

EXHIBIT E**INVENTORY FORM B CONTINUATION SHEET**

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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framed by undecorated plank frames that contain 6/6 sash that was restored in 2015. The attic window contains a restoration plank frame and 6/6 sash installed in 2015. Corner boards have beaded edges, and the rake is trimmed with a two-stage rake board, the lower member of which has a beaded edge.

West (rear) elevation: Only the southern half of the west elevation is exposed, as the rear ell is attached to the northern half of the elevation. Severely damaged by undergrowth and partially collapsed by 2014, the west elevation was repaired in 2015. The northern two-thirds of the elevation is concealed by the rear ell. Exposed portions of the elevation rise from a rubble-stone footing above which each storey has a single window framed by a plank frame and glazed with 6/6 sash; these window openings were moved slightly southward from their original positions during structural repairs that required extensive dismantling of the wall's claddings in 2015. The eaves are boxed and trimmed with a moulded, undecorated cornice.

North elevation: The north elevation of the Main Block is continuous with that of the Rear Ell, but distinguished from the Rear Ell by its higher storey heights. The east half of the north elevation is supported on a brick foundation with a single three-light hopper window, while the western half is supported on stone piers with the spaces between piers open to the weather. The first and second storeys each contain two closely spaced windows at the western half of the elevation. Each of these windows contains 6/6 single-glazed sash set in a case trimmed with half-round moulding and a splayed wooden lintel, like those found at the façade's windows. A single replacement window (6/6) is set in a nailed case of flat stock (ca. 1910-20) centered on the gable. Wall surfaces are covered with weathered shingle. Corner boards and rake boards match those at the south elevation.

REAR ELL:

The Rear Ell was a one and one-half storey timber frame structure with a width of 12' and a length of 21'-6" extending westward from the northern half of the rear wall of the Main Block, and survived in ruinous condition until 2014 following a temporary shoring carried out in 2009, when braces were added, and its roof was covered with a tarpaulin to forestall collapse. During the 2015 rehabilitation of the house, the south wall of the Rear Ell and its internal structural elements were removed, as they were no longer structurally stable. The north and west walls were retained along with the rear service staircase at the west end of the ell. In order to provide usable interior space at the second storey for plumbing to serve both the Rear Ell and Main House, the south wall of the Ell was re-constructed 8' feet south of its original position and the eaves were raised 2'. Exterior walls were re-built with original elements at the north and west elevations, while the south elevation was re-designed to use elements resembling the originals, but placed in positions to serve contemporary interior uses; the appearance of the south elevation was not reconstructed.

East elevation: The Rear Ell does not have an exposed east elevation, as it is attached to the Main Block along the full extent of its east elevation.

South elevation: The south elevation had nearly completely collapsed due the decay of its sill, studs and plate upon which the roof structure rested. Its present appearance dates from 2015. At the first and second storeys, the elevation contains two larger 6/6 windows set in reconstructed plank frames and one smaller 6/6 window set in a plank frame close the elevation's junction with the Main House. An entry exists at the west end of the first storey set within a moulded case and containing a six-panel Greek Revival style door.

West elevation: The gable end of the Rear Ell is blank with the exception of a single window (4/4) set at the north end of the second storey to provide light to a narrow stair well that rises on the interior of the west elevation. Exterior surfaces are covered with weathered shingles and trimmed with flat stock corner boards and rake boards.

North elevation: The north of the elevation rises from rubble piers and a crawl space that was open to the weather but which have been modified by the construction of a partial cellar of poured concrete to provide space for utilities beneath the Rear Ell. The elevation was repaired using existing elements in 2015, but was modified by increasing the height of its eaves by 2'. Fenestration at the first storey consists of (moving east to west), two window openings framed by reconstructed plank frames within which 6/6 restoration sash has been installed, and a small four-light window set in a flat-stock frame with a moulded cap. Both second-storey windows are set in reconstructed plank frames and contain 6/6 restoration sash.

Continuation sheet 2

EXHIBIT E**INVENTORY FORM B CONTINUATION SHEET**

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

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Area(s) Form No.

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HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The Nicholson-Andrews House is a notable example of transitional Federal/Greek Revival architecture in Nantucket that preserves all the major elements of a local vernacular house type, known as a "Typical Nantucket House". The house's exterior design with its asymmetrical façade, paneled front door set within a plastered case, window cases with splayed wooden lintels, and undecorated plank frame window cases at rear elevations are characteristic of good building practice during Nantucket's great period of prosperity that arose from whaling. Recently conserved after nearly sixty years of neglect, the house preserves the vast majority of its interior character-defining features including its floor plan, central chimney and fireboxes, lime plaster walls & ceilings, softwood floors, paneled doors, moulded & paneled interior window trimmings, moulded baseboards, mantelpieces, main stair case, acanthus-carved newel posts and stair balustrades.

The house stands in a portion of Nantucket that was laid out in 1726 as the West Monomoy Lots. Development in the area occurred slowly and piecemeal following the extension of Union Street (1717), the extension of Orange Street (1726), the creation of York Street (18th century) and the creation of East Dover Street (pre-1799). Land on which the Nicholson-Andrews House stands was part of a larger parcel purchased in 1834 by John B. Nicholson, housewright, (1791-1859) from Peleg Macy, Junior. Known to have been an active builder/speculator, Nicholson subdivided the parcel and subsequently sold it as five lots with houses standing on each. A number of buildings constructed by Nicholson have been identified throughout Nantucket including a nearby Federal/Greek Revival style house at 44 Union Street which shares many details of moulding profiles, mantelpieces and woodwork with the Nicholson-Andrews House.

On December 19, 1835, Charles G. Andrews, master mariner, purchased the property from Nicholson for a price of \$1,600 under a contract that stipulated: "windows of the house next south are not to [be] darkened by [placing] anything in the adjoining passageway", indicating the presence of adjacent houses presumably built by Nicholson. Following the death of Charles Andrews in 1839, Andrews' widow, Eunice, sold the house in 1842 to David Smith, who, in turn, sold it to George Myrick, merchant, in 1848. In 1855, Myrick sold the house to Joseph Simmons, mariner, who acquired the adjacent lot to the south and brought the property to its present size in 1864. In the late nineteenth or early twentieth century, the property was re-acquired by the Andrews family which retained ownership until 2014. In the second decade of the twentieth century, the house was adapted to multi-family occupancy as well as use as a lodging house during the Great Depression. The last occupants of the house moved out of it in 1956 after which it was vacant and used for storage until rehabilitation in 2015.

BIBLIOGRAPHY and/or REFERENCES

Preservation Institute: Nantucket. Historic Structure Report: The Andrews Home, 55 Union Street, Nantucket, Massachusetts. Unpublished, 2005

Nantucket Registry of Deeds.

EXHIBIT F

RESTRICTION GUIDELINES

The purpose of these Preservation Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building. Under Paragraph 3, prior permission from the Nantucket Preservation Trust (NPT) is required for any Minor Maintenance that may reasonably be expected to make material changes to the appearance, materials, or workmanship from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, or workmanship from that existing prior to the maintenance does not require NPT review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT

Minor: Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major: Painting or fully stripping decorative surfaces or distinctive stylistic features, including murals, stenciling, wallpaper, ornamental woodwork, stone, and decorative or significant original plaster.

WINDOWS AND DOORS

Minor: Regular maintenance including caulking, painting, and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major: Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor: Spot repair of existing cladding and roofing including in-kind replacement of clapboard, shingles, slates, etc.

Major: Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building

additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPING/OUTBUILDINGS

Minor: Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major: Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, and ground disturbances affecting archaeological resources.

WALLS/PARTITIONS

Minor: Making fully reversible changes (i.e., sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major: Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor: Repair of existing systems.

Major: Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction such changes must be reviewed by the NPT in order to assess their impact on the historic integrity of the Property, and Building.

It is the responsibility of the Grantor to notify NPT in writing when any Minor Maintenance that is reasonably expected to materially change the appearance, materials, or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the NPT to review proposed alterations and assess their impact on the integrity of the Property, the Building, and other structures, not to preclude future change. NPT staff will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds