PRESERVATION RESTRICTION AGREEMENT
BETWEEN THE TOWN OF BOURNE
BY AND THROUGH THE BOURNE HISTORICAL COMMISSION
AND
SWIFT MEMORIAL UNITED METHODIST CHURCH

The parties to this Preservation Restriction Agreement ("Agreement") are the Swift Memorial United Methodist Church, Successor under the Discipline of the United Methodist Church to the Methodist Episcopal Church Society of Sagamore, Massachusetts, with a mailing address of P.O. Box 270, Sagamore Beach, Massachusetts 02562, together with its heirs, successors, administrators and assigns ("Grantor") and Town of Bourne ("Bourne"), a Massachusetts municipal corporation with an address of 24 Perry Avenue, Buzzards Bay, Massachusetts 02532, by and through the Bourne Historical Commission ("Commission") ("Grantee").

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Swift United Methodist Church, located at 10 Williston Road, Sagamore Beach, Barnstable County, Massachusetts ("Premises"), more particularly described in the Deed dated March 14, 1927 and recorded with the Barnstable County Registry of Deeds in Book 445, Page 155, and the Deed dated July 9, 1910 and recorded with said Registry of Deeds in Book 306, Page 37, which Premises are described in Exhibit "A" incorporated herein by reference. The Premises are also shown as Parcel 12.1-82-0-E on the Assessors Map attached as Exhibit "B" hereto and incorporated herein by reference.

WHEREAS, the Agreement is intended to protect the existing Swift United Methodist Church building ("Historic Property") and its setting described or as shown on Exhibits "A" and "B";

WHEREAS, Exhibit "B" includes the following:

1. Town of Bourne Assessors Map;

2. Form B – Massachusetts Historical Commission Building Inventory Form (prepared March 4, 2011); and

3. Interior and exterior photographs of the Premises taken March 4, 2011, original digital electronic and archival print copies of which are also on file with the Town Clerk and the Grantor (items 1, 2 and 3 of Exhibit "B" shall collectively make up the "Baseline Documentation");
WHEREAS, the restrictions contained in this Agreement have not been purchased with state funds, but were required by the vote of the Town of Bourne under Motion 13-H of Article 13 of the 2010 Annual Town Meeting appropriating $125,000 in Community Preservation Act funds for the purpose of restoration of the historic slate roof of the Historic Property; and

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 and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural and historical heritage and will serve the public interest in a manner consistent with the purposes of G.L. c.184, §§31, 32 and 33, hereinafter referred to as the Act; and

WHEREAS, the Premises have been determined by the Grantee as a significant historic asset in the town, notable in that:

- The cornerstone of Swift Memorial Methodist Church in North Sagamore was laid on July 9, 1910. The church was dedicated on March 26, 1911.

- The present church was built from native fieldstone and nearby river rock from the Scusset River. Two thirds of the original cost to build the church at its present site came from a donation from the Gustavus Swift family of Sagamore and, later, Chicago meat packing fame. The balance of the monies needed was raised by members of the congregation.

- The 100th anniversary celebration of the church continues to be observed throughout this year (2010). The church is very active to this day, serving Methodists of the surrounding area.

- The stone church is unique in its architectural style. It has played an important part in the history of the town of Bourne and is a significant landmark in North Sagamore.

WHEREAS, the Premises open space that surrounds the Historic Property retains its rural character and is important to maintaining its setting and sense of place;

WHEREAS, the Premises and the Historic Property together are a historically and architecturally significant property, qualified for the protections of a perpetual preservation restriction under the Act;

WHEREAS, the Grantee is a government body authorized to accept these preservation restrictions under G.L. c.40, §8D and the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Grantee the following preservation restrictions, which shall apply in Perpetuity to the Premises unless released pursuant to the provisions of the Act.
These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural and historical integrity of the Premises. Characteristics that contribute to the architectural and historical integrity of the Premises include, but are not limited to, the setting and location of the Premises; existing architectural features, materials, appearance, and workmanship of the Historic Property; and the existing “Protected Architectural Features” located in the interior of the Historic Property that include: wooden floorboards; woodwork including cornices, mantelpieces, paneling, wainscoting, cupboards, baseboards, stairs, railings, balusters, newels, doors, door casings, windows, window sash, window casing; chimney, fireboxes, mantels and hearths; and iron hardware located at the doors, windows and fireplaces. These existing features are shown on the Baseline Documentation.

The terms of the Preservation Restriction are as follows:

(1) **No further subdivision**: Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted) is prohibited.

(2) **Maintenance of Premises**: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to maintain the Historic Property in a good and sound state of repair and to preserve the characteristics that contribute to the architectural and historical integrity of the Premises, in accordance with The Secretary of the Interior’s Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time, a current copy of which is attached as Exhibit “C” hereto and incorporated herein by reference. Grantee does not assume any obligation for maintaining, repairing or administering the Premises.

(3) **Demolition and Relocation**: Grantor shall not demolish or knowingly cause or permit to be demolished the Historic Property. No portion of the Historic Property shall be moved, unless previously approved by Grantee, directed by a governmental authority, or required by a taking by eminent domain.

(4) **Alterations**: The Grantor agrees that no alterations shall be made to the exterior of the Historic Property or to Protected Architectural Features unless:

a. Alterations are clearly of minor nature and do not affect the characteristics that contribute to the architectural or historical integrity of the Historic Property. Ordinary maintenance and repair of the Historic Property may be made without the written permission of the Grantee. For purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the “Restriction Guidelines”, attached

b. After reviewing plans and specifications submitted by Grantor, the Grantee has previously determined in writing that proposed alterations do not impair the characteristics that contribute to the architectural or historical integrity of the Premises; or
c. Alterations are required by casualty or other emergency, promptly reported to the Grantee.

Grantee has reviewed the Grantor’s plans for replacement of the slate roof of the Historic Property and hereby determines that said roof replacement does not impair the characteristics that contribute to the architectural or historical integrity of the Premises.

(5) New Addition: With the prior written approval of Grantee, which shall not be unreasonably withheld, conditioned or delayed, an addition may be added to the rear elevation only of the Historic Property (the “Addition”), provided Grantee finds that the exterior of the Addition is compatible in terms of size, siting, height, location, materials, design and workmanship to the Historic Property, except that the Addition need not be constructed of stone and need not have a slate roof, and the windows need not be of leaded and/or stained glass. Furthermore, Grantee acknowledges that this Restriction does not cover the materials, design and workmanship of the interior of the Addition.

(6) Outbuildings and ancillary structures: After prior notice to Grantee, Grantor may construct, demolish, alter, expand and maintain existing and new appurtenant structures, such as a new garage or shed, or a new or expanded parking area; and including plantings and landscaping appropriate to such use, provided no such ancillary structure or outbuilding is used as a dwelling other than a parsonage.

(7) Insurance: Grantor, at its sole expense, shall keep the Historic Property insured against fire and casualty, with limits not less than the appraised value of the Historic Property. Grantor shall deliver to Grantee, within ten (10) business days of Grantee’s written request therefore, certificates of such insurance coverage.

(8) Casualty Damage: In the event of damage or destruction of the Historic Property caused by fire or other casualty, Grantor shall promptly notify Grantee of such damage or destruction and Grantor and Grantee shall each use best efforts to cooperate with one another and make any determinations that are necessary under this Paragraph 8. Grantor and Grantee may agree on plans and specifications for stabilization, restoration, rehabilitation or reconstruction (“Casualty Repair”) of the damaged or destroyed structure. In the event that a substantial majority, that is, sixty percent (60%) or more in area or Casualty Repair cost as a percentage of appraised value, of the Historic Property is damaged or destroyed (“Major Damage”), or Grantee otherwise determines that stabilization or the damaged or destroyed Historic Property in accordance with the terms of this Agreement would be impractical, not consistent with the purposes of this Agreement, or otherwise infeasible (“Demolition Determination”), Grantee shall notify Grantor that Grantor may demolish the Historic Property. In the event of a such Major Damage or Demolition Determination, this Agreement shall, as between the Grantor and the Grantee be deemed impossible to accomplish and Grantee shall seek to release the Agreement in whole pursuant to the procedures established by the Act, including approval by the Massachusetts Historical Commission following a public hearing to determine that such release is in the public interest.
(9) **Inspection:** Upon reasonable prior notice to Grantor, there is hereby granted to Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with this Preservation Restriction Agreement.

(10) **Legal Remedies of Grantee:** The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that Grantee may have no adequate remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantee. Provided that a violation of this Agreement is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Agreement or in taking reasonable measure to remedy, abate any violation thereof. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Agreement shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Premises. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

(11) **Assignment:** The Grantee 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 Grantee should cease to function in its present capacity.

(12) **Binding Effect and Release:** The burden of this Agreement shall run with the Premises in perpetuity, and shall be enforceable against Grantor. If circumstances arise (through condemnation or casualty or other causes) that render the purposes of this Agreement impossible to accomplish, this Agreement may be released, in whole or in part, by Grantee pursuant to the procedures established by the Act.

(13) **Written Notice and Approval:** Whenever prior written approval by Grantee is required under the provisions of this Agreement, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the provision of this Agreement. Upon receipt of such notice, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receiving all requested information. The failure by Grantee to act within forty-five (45) days of its receipt of any written request for Grantee's approval required under this Agreement shall be deemed to be approval of the entire request. Whenever prior written approval by Grantee is required under this Agreement, Grantee shall not unreasonably withhold, condition or delay such approval.
Validity and Severability: The invalidity of 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.

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

Mortgage Subordination: Grantor represents and warrants to Grantee that the Premises are subject to no mortgages, liens, or leases prior in right to this Agreement. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Premises prior in right to this Agreement.

Archeological Activities: Archeological field investigation activities on the Premises, including without limitation, archeological survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by the Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (M.G.L. c. 9, § 27C, 950 CMR 70.00).
IN WITNESS WHEREOF, we have hereunto set our hands and seals

this 15th day of June, 2011.

GRANTOR:
Swift Memorial United Methodist Church
By its Trustees:

[Signature]
Jeffrey Shultz

[Signature]
Albert Marsh
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 15th day of JUNE, 2011, before me, the undersigned notary public, personally appeared Jeffrey Smith, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:  

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 15th day of JUNE, 2011, before me, the undersigned notary public, personally appeared Jeffrey Smith, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:  

Page 8
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 8th day of June, 2011, before me, the undersigned notary public, personally appeared [Name], proved to me through satisfactory evidence of identification, which was a [Type of ID], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: 04/19/2014
APPROVAL AND ACCEPTANCE BY THE BOURNE BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Bourne, Barnstable County, Massachusetts, hereby certify that at a meeting duly held on July 5, 2011, said Board voted to approve and accept the foregoing Preservation Restriction.

Bourne Board of Selectmen:

John A. Ford, Jr.

Donald J. Pickard

Jamie J. Slonecki

Ford V. Baldwin

Peter J. Meier

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 5 day of July, 2011, before me, the undersigned notary public, personally appeared John A. Ford, Jr., proved to me through satisfactory evidence of identification, which was a Massachusetts Driver’s License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: April 29, 2016
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 5 day of July, 2011, before me, the undersigned notary public, personally appeared Donald J. Pickard, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver’s License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

/\n\/
Ann J. Krafft
Notary Public
My Commission Expires: 04/29/2016

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 5 day of July, 2011, before me, the undersigned notary public, personally appeared Jamie J. Sloniecki, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver’s License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

/\n\/
Ann J. Krafft
Notary Public
My Commission Expires: 04/29/2016

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 5 day of July, 2011, before me, the undersigned notary public, personally appeared Earl V. Baldwin, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver’s License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

/\n\/
Ann J. Krafft
Notary Public
My Commission Expires: 04/29/2016
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 5th day of July, 2011, before me, the undersigned notary public, personally appeared Peter J. Meier, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: 04/12/2016
APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Massachusetts Historical Commission

[Signature]
By: Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

[Signature]
On this 20th day of July, 2011, before me, the undersigned notary public, personally appeared [Name], proved to me through satisfactory evidence of identification, which was a [description], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: January 19, 2012
WRITTEN CONSENT PURSUANT TO PARAGRAPHS 2539.3 or 2540.3 OF THE 2008 BOOK OF DISCIPLINE OF THE UNITED METHODIST CHURCH

I, REV. BRIAN WOOD, PASTOR OF SWIFT MEMORIAL UNITED METHODIST CHURCH, SAGAMORE BEACH, MASSACHUSETTS, HEREBY GIVE MY WRITTEN CONSENT TO THE GRANT OF THIS PRESERVATION RESTRICTION AGREEMENT.

Dated: _________________

Signature: _________________

COMMONWEALTH OF MASSACHUSETTS

__________________________

Plymouth, ss

On this 15 day of _________________, 2011, before me, the undersigned notary public, personally appeared _________________, proved to me through satisfactory evidence of identification, which was a _________________ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

__________________________
Notary Public
My Commission Expires:

[Stamp: Stacy A Coolidge, Notary Public, Commonwealth of Massachusetts, My Commission Expires April 16, 2013]
WRITTEN CONSENT PURSUANT TO PARAGRAPHS 2539.3 or 2540.3 OF THE 2008 BOOK OF DISCIPLINE OF THE UNITED METHODIST CHURCH

I, REV. SEOK HWAN HONG, DISTRICT SUPERINTENDENT, RHODE ISLAND AND SOUTHEASTERN MASSACHUSETTS DISTRICT (RIM) HEREBY GIVE MY WRITTEN CONSENT TO THE GRANT OF THIS PRESERVATION RESTRICTION AGREEMENT BY SWIFT MEMORIAL UNITED METHODIST CHURCH, SAGAMORE BEACH, MASSACHUSETTS.

Dated: July 20, 2011
Signature: "Seok HWAN"

COMMONWEALTH OF MASSACHUSETTS

___________________________, ss

On this 20th day of June, 2011, before me, the undersigned notary public, personally appeared Seok H. Hong, who proved to me through satisfactory evidence of identification, which was a DRIVER'S LICENSE No. 535496237, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

JANEL WALKER
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES JUNE 17, 2013

[Stamp]

Notary Public

409939/6126/6001
FIRST PARCEL:

A certain parcel of land situated in Sagamore, Bourne, bounded and described as follows:

Beginning at the point of intersection of the New Town Road and proposed street over property of said Grantor [Keith Car and Manufacturing Company]; thence running in a southeasterly direction One Hundred Seventy-one and Thirty-five Hundredths (171.35) feet by said proposed street to lot No. 20 on Plan of Land of Grantor known as “Savery Property”;

thence running at right angle with first mentioned bound by lot No. 20, a distance of Eighty-four and Eight Tenths (84.8) feet;

thence by an extension of said line and bounded by other property of Grantor, a distance of Ninety-nine and Two Tenths (99.2) feet;

thence in a southwesterly direction at an angle of ninety-six degrees and nine minutes (96° 9’) by land of Grantor, a distance of One Hundred Nine and Six Tenths (109.6) feet to land of Grantee [Trustees of Methodist Episcopal Church Society of Sagamore, Mass.];

thence by land of Grantee One Hundred Eighty-six (186) feet more or less to a stake;

thence northwesterly by land of Grantee Seventy-four (74) feet, more or less, to the new Town Road to shore;

thence by said Town Road North forty-two degrees and no minutes east (42° 0’ E.) a distance of One and Five Tenths (1.5) feet to point of beginning.

Containing Sixty-nine (69) square rods One Hundred Sixteen (116) square feet, more or less.

The above-described property is part of land conveyed by John L. Gibbs to Keith Car and Manufacturing Company, a Massachusetts corporation, in deed dated May 9, 1907 and recorded with the Barnstable Registry of Deeds in Book 283, Page 356, and conveyed by Russell Gibbs to Grantor in deed dated March 23, 1911 recorded with said Registry of Deeds in Book 310, Page 268.

The aforesaid First Parcel being the same premises as described in a deed dated March 25, 1911 of Keith Car and Manufacturing Company to the Trustees of Methodist Episcopal Church Society of Sagamore, Mass., and recorded with said Registry of Deeds on March 14, 1927 in Book 445, Page 155.
SECOND PARCEL:

A certain tract or parcel of land, with all buildings thereon, lying in the Village of Sagamore on the road leading from Sandwich to Plymouth, bounded and described as follows:

Commencing on the County Road going from Sandwich to Plymouth on land adjoining Russell Gibbs, thence running easterly about One Hundred (100) feet;

thence turning at the corner and running northeasterly by land of said Russell Gibbs about One Hundred (100) feet to land of Keith Car & Manufacturing Company;

thence turning and running southwesterly by other land of the Grantee [Trustees of Methodist Episcopal Church in Sagamore] to County Road;

thence turning and running southerly by the new lay-out of the road going to Sagamore Beach to point of beginning.

Containing approximately Ten Thousand (10,000) square feet.

Said Lot is known as the Old Schoolhouse Lot.

THIRD PARCEL:

A certain piece of land, with all the buildings thereon, situated on the southeasterly side of the new road to the shore accepted by the Town March 2, 1909, in the Village of Sagamore, in said Bourne, bounded and described as follows, to wit:

Beginning at the southwesterly corner of the premises and the northwest corner of the Old Schoolhouse Lot, thence about south 63 degrees east by said Schoolhouse Lot about Ninety (90) feet to land of the Keith Car and Manufacturing Company,

thence by land of said Company about north 31 degrees east Seventy four (74) feet; and

north about 55 degrees west about Seventy-two and five tenths (72.5) feet, to the southeasterly line of said road;

thence south 42 degrees west about Eighty-nine (89) feet to the point of beginning.

Containing about Twenty-four (24) rods.

The aforesaid Second and Third Parcels being the same premises as described in deed dated July 9, 1910 of Trustees of Sagamore Methodist Episcopal Church to the Trustees of Methodist Episcopal Church in Sagamore, and recorded with the said Registry of Deeds on November 11, 1910 in Book 306, Page 37.
Exhibit "B"

1. Town of Bourne Assessor’s Map

2. Form B – Massachusetts Historical Commission Building Inventory Form, prepared March 4, 2011

3. Interior and Exterior Photographs of the Premises taken March 4, 2011
FORM B – BUILDING

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

Assessor’s Number  USGS Quad  Area(s)  Form Number
12.1/82/0/E  Sagamore  0  118

Town/City:  Bourne
Place: (neighborhood or village): Sagamore Beach

Address:  Swift Memorial United Methodist Church
10 Williston Road
Bourne, MA 02532

Historic Name:  Swift Memorial Methodist Episcopal
Church
Uses:  Present:  Church
       Original:  Church

Date of Construction:  1910
Source:  Eldredge/Cornerstone

Style/Form:  Victorian Eclectic

Architect/Builder:  Curtis W. Bixby

Exterior Material:
       Foundation:  Local Rock
       Wall/Trim:  Stone/Cast Concrete
       Roof:  Slate

Outbuildings/Secondary Structures:

Major Alterations (with dates):
See Architectural Description

Condition:  Good
Moved:  no  X  yes  Date:

Acreage:  39,400 SF

Setting:
- Set Back Approx. 30’ from Williston Road
- Grass Lawns, Trees and Shrubs
- Large Paved Parking and Driveway
- Fenced In Graveled Play Area

Recorded by:  Charles D. Calhoun
Organization:  CD Calhoun & Associates LLC
Date (month/year):  3/4/2011

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.
The Swift Memorial United Methodist Church, formerly known as, Swift Memorial Methodist Episcopal Church at 10 Williston Road in Sagamore Beach is an excellent local example of Victorian Eclectic-style, religious building. Major architectural elements include:

- 1 1/2 story, rectangular, side-gable main block; entry with simple wood surround facing west; single, double-hung sash windows, diamond pane lights; one stone chimney on the west side and one on the east side of the roof
- Building features exposed rafter; a one-story, arcaded entrance porch with hipped roof on the facade (west); round arch windows; half-timbered dormer on west elevation featuring simple vergeboard, exposed rafters, and stained glass, ribbon windows; half-timbered gable ends featuring simple vergeboard and stringcourses set on carved brackets; a two-story, hipped roof square tower on the west facade with stone buttressing and castellations at corners
- Alterations consist of a small, 1 story addition on facade attached to west side of entrance porch featuring 6/8 lights, double-hung sash, and a secondary entrance with modern door (20th c.); flat roofed, rectangular addition on rear of church east facade, entrance to basement and classrooms, cedar shingles, 6/6 lights double-hung sash, modern door (20th c.).

Exterior (Documentary Photos #2-5)

As the church currently stands, it preserves all the elements of its Victorian Eclectic design. Rising from the ground all 4 facades have locally obtained for stone walls. The main floor of the church is separated from the lower level by a cast concrete band which runs around the entire structure. Above the band, the stone is continued up to the underside of the gutter line of the west and east facades. On the north and south gable facades the stone is topped off by stucco and tudor styled vertical boards. The stone walls are punctuated by arched top diamond pattern tinted glass windows, all windows have cast sills. Visible from both the west and east facades is the slate roof which lays atop the stone walls. Both the gambrel dormer on the west facade and the free standing gable on the east facade have slate roofs that transition from the main slate roof. There are 2 stone chimneys which pierce the slate roof, 1 over the ladies parlor on the western facade, and 1 on the east facade. The bell tower, which is 2 stories tall, has stone all the way up to the top where a slate hipped roof sits. The characteristic architectural elements: both the stairs and stone-arched entry porch are asymmetrically arranged about the projecting stone tower. The west facade also has a gable dormer of stucco and vertical boards. There are 3 stained glass pictorial windows which can be seen from inside the sanctuary. On the east facade, there is a 1 1/2 story gable, with river stone below the gutter line and stucco and vertical boards above. There is a large 3-paneled stained glass pictorial window, which can also be seen from inside the sanctuary.

Interior (Documentary Photos #6-21)

Photos #6-9 - Shows the sanctuary's cathedral wooden ceiling with its arched wooden beams. Also, the altar apse, with it's stained glass window above. To the right of the altar is an organ niche. The altar is framed by two 1 1/2 story wooden pilasters which appear to support an arched beam that creates a barrel-vaulted ceiling over the altar. The original chandelier can be seen there as well.

Photos #10-13 - Mid-sanctuary on both the west and east elevations there are 1 1/2 story vaulted gable ceilings, which spring from the main cathedral ceiling, all are done in wood slats. The west gable has 3 smaller rectangular vertical stained glass windows. On the east gable there is a full story high 3 panel stained glass pictorial windows. The rear of the sanctuary again has arched wooden beams, which spans across the entire sanctuary, east to west. There is a triple wood and glass vertically sliding
pocket wall, which separates the sanctuary from the common room (Gibbs Hall). These 3 pocket walls are separated by wooden columns, which are capped by a wooden cornice.

Photos #14 & #17 - The church foyer is located in the base of the bell tower. 2 solid wooden entry doors separate the foyer from the arched stone entrance porch. In the foyer there are 2 bell cords, which allow the bells to be rung on special occasions. Also in the foyer are the front and main entrances to the sanctuary, Gibbs Hall, ladies parlor, and the Sunday school classrooms in the basement.

Photos #15 & #16 - Gibbs Hall is the main common room for social gatherings; it also acts as an overflow area for the sanctuary. Gibbs Hall has wooden wainscoting around the entire room. The pendant lights are of the original cast, and are of good working order.

Photos #18 & #20 - The nursery which is located off the rear of the sanctuary and beside Gibbs Hall is still used during services for the younger members of the congregation (pre-Sunday school).

Photos #19 & #21 - The ladies parlor which falls between the foyer and Gibbs Hall is still used for church meetings of a smaller nature. The east wall can roll up vertically so that it can be joined with Gibbs Hall to make for a larger common space. There is a working fireplace and the church china is stored in this room.

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.

Sandwich was founded in 1637. The area now known as Sagamore Beach was originally part of Sandwich and known by the names Scusset and then West Sandwich (Keene 1975:125). Thomas Burgess, one of the first settlers of the area, was granted lands which extended westerly to Buzzards Bay and comprised nearly all of that part of Sagamore Village south of the canal (Keene 1975:139). Maps of 1667 confirm locations of some other early settlers in Scusset such as the Ellis, Gibbs, Swift and Blackwell families (Lovell 1984:50).

Throughout the early and mid-19th century, West Sandwich remained a small village. The creation of the 1846 railroad stimulated resort development and industry. In 1884, Bourne was incorporated as a separate town from Sandwich. When the boundaries were established, Scusset, or West Sandwich, became Sagamore, the easterly village of Bourne. In 1890, Sagamore contained about 60 residences and businesses. Due to its location along the Manomet River (future Cape Cod Canal) and the tributary of Scusset Harbor, Sagamore was afforded power for manufacturing purposes (Deyo 1890:340; Ellis 1999).

Major industrial development occurred in Sagamore in the 1880's, with the growth of the Keith Frieght Car Manufacturing Company. The company originated as a carriage manufacturing company in the early 19th century. In the mid-19th century, with the growing popularity of the railroad, entrepreneur Isaac Keith anticipated the necessity for freight cars, and by 1870 wooden freight cars were their principal product (Leonard 56-58; 1984). Their growing success in the late 19th century resulted in extensive plant facilities, worker housing, and a large Italian immigrant labor force (MCH 1984:2). Keith Car Works provided a tremendous income for the town, keeping local taxes down for the residents. In the 1880's the various departments and plants of the Keith Car Works spanned approximately one and one-quarter miles and employed 968 people, not including office or management personnel. Many of the present houses on Route 6A, Rainbow Bend (Savery Avenue Area P*), and Adams Street in Sagamore, were built and owned by the company for its employees (Bourne Archives Vertical Files). The company reached its zenith during World War 1 with a maximum capacity work force of approximately 1400. The company grew internationally and had contracts with Europe (Ellis 1999), including one with France for 40,000 cars. These cars, known as "40 and 8's", were about half the size of American railroad cars and were designed to carry 40 men and 8 horses (Vuilleumier 1967). After the war, Keith Car Works continued international exporting with contracts in South America (Ellis 1999).

With the closing of the Keith Car Works in the late 1920's, a localized depression occurred, putting approximately a thousand people from Sagamore and nearby towns out of work. The Depression of the 1930's also dealt a large blow to the local economy. The Government bought the plant in the 1930's and removed it to make room for widening the Cape Cod Canal to 540 feet, resulting in the devastating loss of numerous homes and land within the village (Bourne Archives Vertical Files). Sagamore Beach has once again reverted to a quiet village in comparison to the activity there at the turn of the century (Vuilleumier 1967).

The Swift Memorial Methodist Episcopal Church at 10 Williston Road in Sagamore Beach was built in 1910 as a result of the rapid population increase that Sagamore experienced in the late 19th and early 20th centuries. It was also the product of an extensive effort by the people of Sagamore to establish an adequate and geographically accessible Methodist Church.

The desire to build a "meeting house" in Sagamore was brought up in 1729-30 when a society was formed "for the purpose of establishing a meeting house in Scusset" (now Sagamore Beach). Prior to this time, the people of Scusset paid taxes to attend
the Sandwich Church. Deyo's *History of Cape Cod* explains that a meeting house was erected in 1732 through the efforts of Eliakim Tupper and others. For several years this society flourished, even though the church laws of the time compelled them to pay tax to the church of which they had formerly been members. A petition was presented to the Sandwich Church asking that Scusset be released from this obligation, but the petition was refused. At last the burden of supporting two churches became too heavy, and the "meeting house" in Scusset closed after 7 years of service. The members then returned to the church in Sandwich (Eldredge 1941:2).

In 1810 the "Religious Freedom Act" bill was passed permitting men and women to withdraw their membership and worship where they pleased. Residents of Scusset presented a petition to the General Court asking to be incorporated, with the people of Falmouth, into a religious society known as the "Methodist Society of Falmouth and Sandwich at Pocasset." The record of the withdrawal from the Sandwich Church contained seventy-four signers and was filed with the Town Clerk (Eldredge 1941:2).

In 1828, there was an adequate number of Methodists in Scusset to warrant the organization of a society for the establishment of a "meeting house." A society was formed but no funds were available for either a meeting house or land on which to build it. Nathaniel Swift, a public-spirited citizen, came forward and presented the society with the deed to a plot of land adjoining the farm of Noble Swift. Benjamin Burgess, another interested citizen, loaned the money to build the "meeting house." The meeting house was built in the summer of 1828 with a seating capacity of 350, and galleries on 3 sides. It was situated on the corner of Church Lane and Plymouth Road. The Reverend Frederick Upham was the first preacher in the new church. Trustees and charter members to whom the property was deeded were Perez Burgess, Covel Burgess, Herman Gurney, Rufus Skiff, and Nathaniel Ellis. Some of the oldest charter members included Alden Ellis, Ruhamah Swift, Pelham Gibbs, William C. Gibbs, Emily Gibbs, and Hanna Rebecca Burgess. The meeting house prospered and its membership increased as the years went on.

In 1868 some remodeling was done and in 1886 a new organ was installed (Eldredge 1941:2-5).

In 1884, the town of Bourne was incorporated and West Sandwich, or Scusset, became Sagamore. The immense development and population growth of the late 19th and early 20th centuries led to the realization of the need for a larger and more modern church building. The pastor at the time was Rev. William Darby, who soon turned his attentions to this effort. He conceived the idea of a church built from stones lying in nearby fields (Eldredge 1941:5-6).

In 1910, the doors of the old white church were closed and construction of the new church on Williston Road was implemented (Eldredge 1941:5). Curtis W. Bixby, a Boston architect who practiced from 1905 to 1922, is recorded as the architect (Mass State Archives 1910). Bixby's accomplishments include the Henry M. Newhall/Charles A. Littlefield House in Lynn (MHCLYN.323), Fernald State School buildings in Waltham (MHCWLT.731-734), and the Marshall Spring School in Watertown (MHC WAT.18) (MHC 1998).

There were no auto trucks at the time and every stone for the new church was moved by man power and horse power. Nathaniel Swift, grandson of the above Nathaniel Swift, gave the land; and Gustavus Swift of the meat packinghouse in Chicago contributed almost half of the building cost of $25,000 (Burgess 1990). The church's coronation occurred on July 9, 1910 and it was dedicated on March 27, 1911 (Burgess n.d.; Ellis 1999) in honor of the Swift family. Dr. Francis E. Clark, founder of the Christian Endeavor, spent summers in Sagamore and was very active in the support of the church. He dedicated the church bell in 1911 (Anonymous 1981). In 1915, a fire of unknown origin destroyed the old white church that was located at the corner of Old Plymouth Road and Church Lane.

The lot of land on which the present church now stands was previously occupied by the Old Schoolhouse*, which was moved to Washburn Road in 1910 and converted to residential use. It was replaced by the Sagamore School (Ella F. Hoxie School)* on Williston Road in 1910, due to the village's need for a larger schoolhouse in order to accommodate the increasing population. Reverend William C. Darby remained pastor of the church for several years; then followed in succession, Rev. Amos M. Bruce, Rev. William E. Kugler, Rev. John McVey, Rev. O.W. Bell, Rev. Robert J. Harrison, Rev. Clark W. Myers, Rev. Charles X. Hutchinson, and Rev. S. Raymond Luthy. During the pastorate of Rev. Bell, a pipe organ was installed and one of the first vested choirs on Cape Cod was organized (Eldredge 1941:7). Sometime during the mid-20th century, the name of the church was changed to Swift Memorial United Methodist Church, and it still continues to this day.

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Maps
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PHOTOS # 2 FRONT ELEVATION / WEST
PHOTOS # 3 RIGHT ELEVATION / SOUTH
INVENTORY FORM B CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Bourne
10 Williston Rd

Area(s) Form No.
0 118

PHOTO #4 REAR ELEVATION / EAST

PHOTO #5 LEFT ELEVATION / NORTH
PHOTO #6 SANCTUARY / ALTAR APSE

PHOTO #7 STAINED GLASS OVER ALTAR
PHOTO #8 SANCTUARY CATHEDRAL CEILING

PHOTO #9 ALTAR ORGAN NICHE
PHOTO #10 VAULTED EAST GABLE

PHOTO #11 STAINED GLASS EAST GABLE
PHOTO # 12  REAR OF SANCTUARY

PHOTO #13  VAULTED WEST GABLE DORMER
PHOTO #14 FOYER BASE OF BELL TOWER

PHOTO #15 GIBBS HALL ROLLUP DOORS
PHOTO # 16 GIBBS HALL

PHOTO # 17 FOYER STAIRS TO CLASSROOMS
PHOTO # 18 NURSERY

PHOTO # 19 LADIES PARLOR
PHOTO #20 NURSERY

PHOTO #21 LADIES PARlor
Exhibit “C”

Secretary of the Interior’s Standards for Historic Preservation Projects
General Standards for Historic Preservation Projects

The following general standards apply to all treatments undertaken on historic properties listed in the National Register.

1. Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.

4. Changes which have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment.

5. Distinctive architectural features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.

6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence from other buildings or structures.

7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any acquisition, stabilization, preservation, rehabilitation, restoration, or reconstruction project.
Specific Standards for Historic Preservation Projects

The following specific standards for each treatment are to be used in conjunction with the eight general standards and, in each case, begin with number 9. For example, in evaluating acquisition projects, include the eight general standards plus the four specific standards listed under Standards for Acquisition. The specific standards differ from those published for use in historic Preservation Fund grant-in-aid projects (36 CFR Part 68) in that they discuss more fully the treatment of archaeological properties.

Standards for Acquisition

1. Careful consideration shall be given to the type and extent of property rights which are required to assure the preservation of the historic resource. The preservation objectives shall determine the exact property rights to be acquired.

2. Properties shall be acquired in fee simple when absolute ownership is required to insure their preservation.

3. The purchase of less-than-fee simple interests, such as open space or facade easements, shall be undertaken when a limited interest achieves the preservation objective.

4. Every reasonable effort shall be made to acquire sufficient property with the historic resource to protect its historical, archaeological, architectural or cultural significance.

Standards for Protection

1. Before applying protective measures which are generally of a temporary nature and imply future historic preservation work, an analysis of the actual or anticipated threats to the property shall be made.

2. Protection shall safeguard the physical condition or environment of a property or archaeological site from further deterioration or damage caused by weather or other natural, animal, or human intrusions.

3. If any historic material or architectural features are removed, they shall be properly recorded and, if possible, stored for future study or reuse.

Standards for Stabilization

1. Stabilization shall reestablish the structural stability of a property through the reinforcement of load bearing members or by arresting deterioration leading to structural failure. Stabilization shall also reestablish weather resistant conditions for a property.

2. Stabilization shall be accomplished in such a manner that it detracts as little as possible from the property's appearance and significance. When reinforcement is required to reestablish structural stability, such work shall be concealed wherever possible so as not to intrude upon or detract from the aesthetic and historical or archaeological quality of the property, except where concealment would result in the alteration or destruction of historically or archaeologically significant material or spaces. Accurate documentation of stabilization procedures shall be kept and made available for future needs.
3. Stabilization work that will result in ground disturbance shall be preceded by sufficient archaeological investigation to determine whether significant subsurface features or artifacts will be affected. Recovery, curation and documentation of archaeological features or specimens shall be undertaken in accordance with appropriate professional methods and techniques.

Standards for Preservation

1. Preservation shall maintain the existing form, integrity, and materials of a building, structure, or site. Archaeological sites shall be preserved undisturbed whenever feasible and practical. Substantial reconstruction or restoration of lost features generally are not included in a preservation undertaking.

2. Preservation shall include techniques of arresting or retarding the deterioration of a program through a program of ongoing maintenance.

3. Use of destructive techniques, such as archaeological excavation, shall be limited to providing sufficient information for research, interpretation and management needs.

Standards for Rehabilitation

1. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historic, architectural, or cultural material and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.

2. Wherever possible, new additions or alterations to structures shall be done in such a manner that is such addition or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

Standards for Restoration

1. Every reasonable effort shall be made to use a property for its originally intended purpose or to provide a compatible use that will require minimum alteration to the property and its environment.

2. Reinforcement required for structural stability or the installation of protective or code required mechanical systems shall be concealed wherever possible so as not to intrude or detract from the property’s aesthetic and historical qualities, except where concealment would result in the alteration or destruction of historically significant materials or spaces.

3. Restoration work such as the demolition of non-contributing additions that will result in ground or structural disturbance shall be preceded by sufficient archaeological investigation to determine whether significant subsurface or structural features or artifacts will be affected. Recovery, curation and documentation of archaeological features and specimens shall be undertaken in accordance with appropriate professional methods and techniques.
Standards for Reconstruction

1. Reconstruction of a part or all of a property shall be undertaken only when such work is essential to reproduce a significant missing feature in a historic district or scene, and when a contemporary design solution is not acceptable. Reconstruction of archaeological sites generally is not appropriate.

2. Reconstruction of all or a part of a historic property shall be appropriate when the reconstruction is essential for understanding and interpreting the value of a historic district, or when no other building, structure, object, or landscape feature with the same associative value has survived and sufficient historical or archaeological documentation exists to insure an accurate reproduction of the original.

3. The reproduction of missing elements accomplished with new materials shall duplicate the composition, design, color, texture, and other visual qualities of the missing element. Reconstruction of missing architectural or archaeological features shall be based upon accurate duplication of original features substantiated by physical or documentary evident rather than upon conjectural designs or the availability of different architectural features from other buildings.

4. Reconstruction of a building or structure on an original site shall be preceded by a thorough archaeological investigation to locate and identify all subsurface features and artifacts. Recovery, curation and documentation of archaeological features and specimens shall be undertaken in accordance with professional methods and techniques.

5. Reconstruction shall include measures to preserve any remaining original fabric, including foundations, subsurface and ancillary elements. The reconstruction of missing elements and features shall be done in such a manner that the essential form and integrity of the original surviving features are unimpaired.
Exhibit “D”

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph (4) of the terms of the Preservation Restriction Agreement that deals with alterations to the Historic Property. Under this section permission from the Bourne Historical Commission (“Grantee”) is required for any major alteration. Alterations of a minor nature that are part of ordinary maintenance and repair do not require Bourne Historical Commission’s review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, (that must be reviewed by the Bourne Historical Commission), the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

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

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental woodwork, stone, decorative or significant original siding.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. 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.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, 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 re-pointing of masonry. Structural stabilization of the property is also considered a major alteration.
LANDSCAPE/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; ground disturbance affecting archaeological resources.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction Agreement, such changes must be reviewed by the Bourne Historical Commission to assess their impact on the historic integrity of the Premises.

It is the responsibility of the property owner to notify the Bourne Historical Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction Agreement is to enable the Bourne Historical Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Bourne Historical Commission will attempt to work with property owners to develop mutually satisfactory solutions, which are in the best interests of the property.