



2007 00000394

Bk: 1064 Pg: 293 Page: 1 of 35  
 Doc: RES 02/01/2007 02:21 PM

# HISTORIC PRESERVATION RESTRICTION

THIS HISTORIC PRESERVATION RESTRICTION is made this 19th day of October, 2006, by and between the TRUSTEES of the ADMIRAL SIR ISAAC COFFIN LANCASTERIAN SCHOOL, with a mailing address of Four Winter Street, Nantucket, Massachusetts 02554 (hereinafter "Grantor") and the NANTUCKET PRESERVATION TRUST, INC., a nonprofit Massachusetts corporation with a mailing address of 2 Union Street, Nantucket, Massachusetts 02554 (hereinafter "Grantee").

## WITNESSETH:

WHEREAS, Grantor is owner of certain real property located at Four Winter Street in the Town and County of Nantucket, Commonwealth of Massachusetts, more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property"), said Property includes the following structure:

a brick, two story Greek Revival structure built in 1852, with a two-story addition built between 1854 and 1887 and a one story addition built in 1918, and known as the "Coffin School" (hereinafter "the Building").

WHEREAS, the Building stands as a highly significant example of mid-nineteenth century Greek Revival style of architecture in Nantucket, Massachusetts, illustrates aesthetics of craftsmanship and setting, and possesses integrity of materials and workmanship;

WHEREAS, the Property also includes historically significant landscaping in the form of a cast-iron fence set on granite curbing along the Property's street frontage, brick paths that lead to the main and north entries and open lawn (hereinafter the "Landscape") 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 authorized to accept historic preservation restrictions to protect property significant in national and state history and culture under the provisions of M.G.L. chapter 184, sections 31, 32, and 33 (hereinafter "the Act");

WHEREAS, Grantee is a publicly supported, tax-exempt, nonprofit organization whose primary purposes include the preservation and conservation of sites, buildings, and objects of 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 Property is located in the core historic district of the Town of Nantucket, an area distinguished by surrounding neighborhood of fine eighteenth and nineteenth century residences;

WHEREAS, the Building, built in 1852, has been determined to be a contributing property to the Nantucket National Historic Landmark District by the Nantucket Historic District Commission and the Massachusetts Historical Commission;

WHEREAS, because of its architectural, historic, and cultural significance the Property is a contributing element within the Nantucket Historic District, a National Historic Landmark District listed on the National Register of Historic Places on November 13, 1966, is included in the Nantucket Historic District established by the Town of Nantucket on June 4, 1970, and is recorded with plans and a report in the Historic American Building Survey;

WHEREAS, Grantee and the Nantucket Historic District Commission are concerned about the incremental erosion of the architectural and cultural resources of the Island of Nantucket through inappropriate renovation of significant historic structures;

WHEREAS, preservation of the Building in its current state will contribute to the preservation and maintenance of the scale and character of this important and historic part of Nantucket Island for the enjoyment of the general public;

WHEREAS, it is the policy of the Town of Nantucket as stated in its Comprehensive Plan of 2001 and the Commonwealth of Massachusetts (as shown by the Community Preservation Act and by laws authorizing owners to create historic preservation and conservation restrictions) to encourage preservation of historic properties on Nantucket Island;

WHEREAS, it is the policy of the Town of Nantucket, as stated in the Goals and Objectives for Balanced Growth adopted by Article 11 at the Special Town Meeting on November 14, 1990, to encourage property owners to preserve "gardens and open land" in addition to houses and historic buildings "through public and private efforts, including the use of preservation restrictions where appropriate"; and

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

WHEREAS, the Building's preservation values are documented in a set of reports, drawings, and photographs (hereinafter "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following: (1) a legal description of the property recorded herewith as Exhibit A; (2) a Massachusetts Historical Commission Inventory Form B of the Property, prepared by Patricia A. Butler and Brian Pfeiffer, dated December 6, 2004 and recorded herewith as Exhibit B; (3) a " Site Plan of 4 Winter Street shown as Parcel 74, Nantucket Assessor's Map 42.3.4 drawn by Schofield Brothers, Inc." and recorded herewith as Exhibit C; (4) ) a set of eight (8) exterior photographs produced by Brian Pfeiffer, architectural historian, dated November 30, 2004 and recorded herewith as Exhibit D; and an Historic American Buildings Survey report entitled "The Coffin School" , HABS MA-1248, dated 1989 consisting of eleven (11) pages of architectural drawings and fifteen (15) data pages, said report is not recorded herewith but is permanently on file at the United States Library of Congress, and a copy of the report shall 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 the Property will assist in preserving and maintaining the Building and the Property and its 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 gross in perpetuity on the exterior of the Building on the Property pursuant to the Act;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to 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 exterior of the Building and the open space on the Property.

## **PURPOSE**

1. **Purpose.** It is the Purpose of this Restriction to assure that the exterior architectural, historic, and cultural features of the Building and Landscape will be retained and maintained forever substantially in their current condition for conservation and preservation purposes, to prevent any change to the exterior of the Building that will significantly impair or interfere with the Building's preservation values, and to protect the open space around the Building on the Property from future development.

## **GRANTOR'S COVENANTS**

2.1 **Grantor's Covenants: Covenant to Maintain.** Grantor agrees at all times to maintain the exterior of the Building in the sound structural condition and good state of repair in accordance with the terms of this paragraph. It is Grantor's intent that the exterior of the Building shall be maintained in a physical appearance and materials that match its original appearance and materials as closely as is reasonably possible. Grantor's obligation to maintain shall include all architectural details such as the cupola, marble steps, marble slab above the portico, decorative brick work, and the cast-iron fences and granite curbings at the Property's Winter Street frontage and the brick paths that lead from Winter Street to the Building's main and north entries. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building in sound structural condition and a good state of repair. 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 maintenance guidelines promulgated by the Massachusetts Historical Commission (a copy of which is attached as Exhibit E hereto), as these may be amended by the Massachusetts Historical Commission from time to time (the "Preservation Guidelines"). In the event of any conflict between the Restriction Guidelines and *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards"), the Secretary's Standards shall govern.

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 or any part thereof shall not be demolished, removed, or razed (by affirmative action or through neglect or failure to repair and maintain) except as provided in paragraphs 7 and 8;

(b) no additional aboveground utility transmission lines may be created by the Grantor on the Property; and

(c) no permanent addition or structure shall be erected or built on the open land around the Building on the Property.

**2.3 Grantor's Covenants: Archaeological Activities.** The conduct of archaeological activities, 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 (Massachusetts General Laws, chapter 9, section 27C, 950 C.M.R. 70.00).

### **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 make any changes to the exterior (including fenestration and roof) of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change to the exterior and any change in material or color and the footprint, size, mass, ridgeline and rooflines of the Building. Activities by Grantor to maintain the exterior of the Building which are not intended to change the exterior appearance or materials of the Building and which are intended to be performed in accordance with provisions of section 2.1 shall not require the prior approval of Grantee.

**3.2 Review of Grantor's Requests for Approval.** Grantor shall submit to Grantee for Grantee's approval of those conditional rights set out at paragraph 3.1 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.

**4. Standards for Review.** In exercising any authority created by the Restriction to inspect the Property; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Historic District Commission Guidelines and the Secretary's Standards.

**5. Public Access.** This Restriction does not require public access. Nothing herein, however, shall impair public rights now existing in any portion of the premises, if any.

#### **GRANTOR'S RESERVED RIGHTS**

**6. Grantor's Reserved Rights Not Requiring Further Approval by Grantee.** Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, 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 maintain and repair the Building strictly according to the Secretary's Standards and the Preservation Guidelines, provided that the Grantor use 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 existing conditions at the time of this agreement require the prior approval of the Grantee in accordance with the provisions of paragraphs 3.1 and 3.2;

(c) the right to install temporary structures from time-to-time on open lawns for the purpose of providing sheltered space for special events, provided that no such structure shall violate local ordinances and further provided that no such structure shall remain in position for a period of more than thirty (30) without the written permission of the Grantee.

(d) the right to make changes of any kind to the interior of the Building.

### **CASUALTY DAMAGE OR DESTRUCTION; INSURANCE**

**7. Casualty Damage or Destruction.** In the event that the exterior of the Building or any part thereof shall suffer major damage or destruction 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 or such reasonable time thereafter, depending upon the circumstances of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within ninety (90) 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 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, 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, Grantor and Grantee agree that restoration/reconstruction of the Building 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 extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and paragraph 21.1 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, 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.

**9. Insurance.** Grantor shall keep the Building insured by an insurance company rated "A1" or better by Best's for the full replacement value 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. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. 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.

#### INDEMNIFICATION; TAXES

**10. Indemnification.** Except for any instance of gross negligence or willful misconduct on the part of Grantee or Grantee's agent, director, officer, employee, or independent contractor, the following shall apply: 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 objects 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.

#### **ADMINISTRATION AND ENFORCEMENT**

12. **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, at Four Winter Street, Nantucket, Massachusetts 02554, and if to Grantee, then at 2 Union Street, Nantucket, Massachusetts 02554.

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

13. **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.

14. **Inspection.** With the consent of Grantor, representatives of Grantee shall be permitted at reasonable times to inspect the Building each May on an annual basis at the convenience of both Grantor and Grantee. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

**15. Grantee's Remedies.** Grantee may, after thirty (30) days' prior 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 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, Grantor shall reimburse Grantee for any reasonable costs or documented expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs, and attorney's, 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.

**16. 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 five (5) 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.

**17. Plaque.** Grantor agrees that Grantee at Grantee's expense may provide and maintain a plaque or marker on the Building, which plaque or marker 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 or marker shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld and shall be placed in a location visible to the public to be determined by the Grantor.

#### **BINDING EFFECT; ASSIGNMENT**

**18. Runs with the Land.** Except as provided in paragraphs 8 and 21.1, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction

shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming 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.

Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including without limitation a leasehold interest for a term greater than one year.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be inserted by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in 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 ninety (90) days.

**19. 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" that qualifies under the Act as an eligible donee whose purposes, *inter alia*, are to promote preservation or conservation of historical, cultural, or architectural resources, 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. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

**20. Recording and Effective Date.** Grantor 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.

### **EXTINGUISHMENT**

**21.1 Extinguishment.** Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of 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. 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), the proceeds of such sale shall be paid to Grantor.

**21.2 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. Such recovered proceeds shall be paid to Grantor.

### **INTERPRETATION**

**22. 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 Building 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 Act, but the invalidity of such 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.

#### AMENDMENT

23. **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 the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Building and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, 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.

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 19<sup>th</sup> day of October, 2006.

GRANTOR:

GRANTEE:

Trustees of the Admiral Sir Isaac Coffin  
Lancasterian School

Nantucket Preservation Trust, Inc.

BY: Jean Hughes  
Jean Hughes, President

BY: Richardson T. Merriman  
Richardson T. Merriman, President

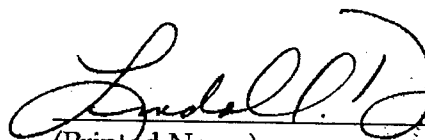
BY: Eileen P. McGrath  
Eileen P. McGrath, Secretary

BY: Christopher Mortenson  
Christopher Mortenson, Treasurer

## COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

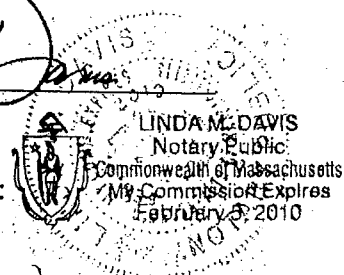
On this 19th day of October, 2006, before me, the undersigned Notary Public, personally appeared the above-named Jean Hughes, (a) personally known to me or (b) proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that she signed it voluntarily, as Trustee, for its stated purpose.



(Printed Name)

Notary Public

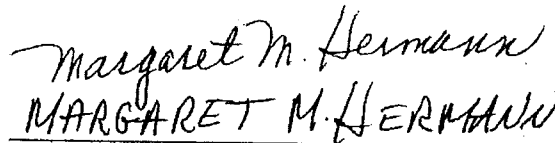
My Commission Expires:



Pennsylvania  
COMMONWEALTH OF MASSACHUSETTS

Delaware, ss.

On this 17th day of November, 2006, before me, the undersigned Notary Public, personally appeared the above-named Richardson T. Merriman, (a) personally known to me or (b) proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily, as President, for its stated purpose.



(Printed Name)

Notary Public

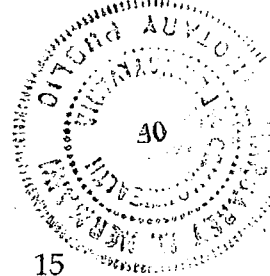
My Commission Expires: July 15, 2010

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Margaret M. Hermann, Notary Public  
Radnor Twp., Delaware County  
My Commission Expires July 15, 2010

Member, Pennsylvania Association of Notaries



APPROVAL BY SELECTMEN OF THE TOWN OF NANTUCKET

We, the undersigned being a majority of the members of the Board of Selectmen of the Town of Nantucket, Massachusetts, hereby certify that at a meeting held on January 3, 2007 we voted to approve the foregoing Historic Preservation Restriction by the Trustees of the Admiral Sir Isaac Coffin Lancasterian School to the Nantucket Preservation Trust, Inc., pursuant to Massachusetts General Laws, chapter 184, section 32, and also hereby certify at said meeting we made a finding that this Restriction is in the public interest.

Board of Selectmen  
of the Town of Nantucket

Whiting R. Willauer  
Whiting R. Willauer, Chairman

Douglas Bennett  
Douglas Bennett

Brian Chadwick  
Brian Chadwick

Michael Kopko  
Michael Kopko

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 3rd day of January, 2007, before me, the undersigned Notary Public, personally appeared Whiting R. Willauer (a) personally known to me or (b) ~~proved to me through satisfactory evidence of~~ identification, which were \_\_\_\_\_, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily as Selectman for its stated purposes.

Tracy Munn  
Notary Public  
My Commission Expires: 4/22/07



COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 3rd day of January, <sup>2007</sup>~~2006~~, before me, the undersigned Notary Public, personally appeared Douglas Bennett (a) personally known to me or ~~(b) proved to me through satisfactory evidence of identification, which were~~ \_\_\_\_\_, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily as Selectman for its stated purposes.

Tracy Munyan  
Notary Public

My Commission Expires: 4/22/07

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 3rd day of January, <sup>2007</sup>~~2006~~, before me, the undersigned Notary Public, personally appeared Brian Chadwick (a) personally known to me or ~~(b) proved to me through satisfactory evidence of identification, which were~~ \_\_\_\_\_, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily as Selectman for its stated purposes.

Tracy Munyan  
Notary Public

My Commission Expires: 4/22/07

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 3rd day of January, <sup>2007</sup>~~2006~~, before me, the undersigned Notary Public, personally appeared Michael Kopko (a) personally known to me or ~~(b) proved to me through satisfactory evidence of identification, which were~~ \_\_\_\_\_, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily as Selectman for its stated purposes.

Tracy Murray

Notary Public

My Commission Expires: 11/22/07

**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 Massachusetts General Law, chapter 184, section 32.

Date: January 29, 2007

Brona Simon

Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

**COMMONWEALTH OF MASSACHUSETTS**

Shirley K, ss.

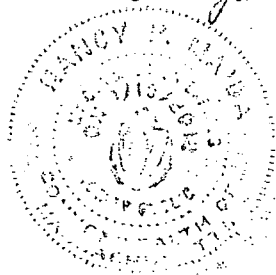
On this 29<sup>th</sup> day of January, 2006, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), 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.

Nancy Maida

Notary Public

My Commission Expires

January 19, 2012



## **SCHEDULE OF EXHIBITS**

- A. Legal Description**
- B. Massachusetts Historical Commission Survey Form B**
- C. Site Plan of the Property**
- D. Photographs of the Property**
- E. Preservation Guidelines**

**EXHIBIT A**

**LEGAL DESCRIPTION  
4 WINTER STREET  
NANTUCKET, MASSACHUSETTS**

That certain tract of land with buildings and improvements erected thereon, situated in the Town and County of Nantucket, Commonwealth of Massachusetts, now known and numbered as 4 Winter Street, bounded and described as follows:

EAST	by Winter Street;
NORTH	by land formerly belonging to the Estate of Alexander Perry and by land formerly of Daniel Jones;
WEST	by land formerly of Elihu Wilson and Mary Wilson, his wife, in her own right; and
SOUTH	by land formerly of Henry Swift, land formerly of Daniel Coffin and land formerly of Benjamin Gardner.

Said land is shown on a plan entitled "Site Plan of Land at 4 Winter St.", prepared by Charles W. Hart, P.L.S., dated April 5, 2004, and recorded at the Nantucket Registry of Deeds as Plan No. 05-36.

A strip of such land, ten (10') feet in width, was sold, transferred and conveyed to William Starbuck by deed dated August 21, 1866, recorded at the Nantucket Registry of Deeds in Book 59, Pages 246-247.

For title, see deed from Charles G. Coffin to the Trustees of Admiral Sir Isaac Coffin's Lancasterian School, dated January 28, 1846, and recorded at the Nantucket Registry of Deeds in Book 46, Pages 87-88, as affected by said deed from the Trustees of Admiral Sir Isaac Coffin's Lancasterian School to William Starbuck dated August 21, 1866, recorded at the Nantucket Registry of Deeds in Book 59, Pages 246-247.

**Exhibit B**

Page 1 of 5

**FORM B – BUILDING**

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

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

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Town Nantucket

Place (neighborhood or village) Old Historic District

**Photograph**

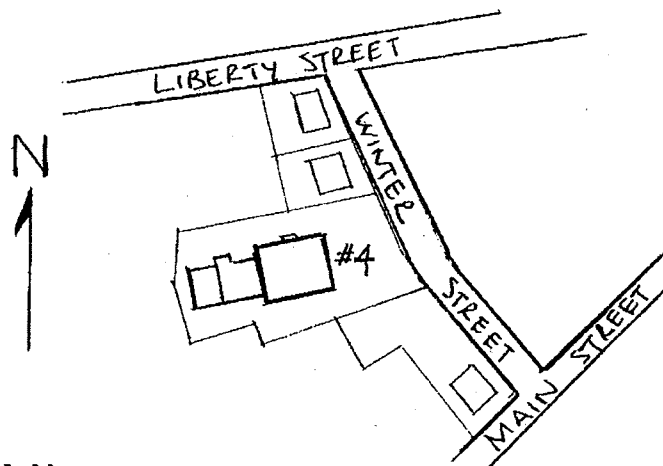
(3" x 3" or 3-1/2" x 5" black and white only) Label photo on back with town and property address. Record film roll and negative numbers here on the form. Staple photo to left side of form over this space. Attach additional photos to continuation sheets.

Roll Negative(s)

--	--

**Sketch Map**

Draw a map showing the building's location in relation to the nearest cross streets and/or major natural features. Show all buildings between inventoried building and nearest intersection or natural feature. Label streets including route numbers, if any. Circle and number the inventoried building. Indicate north.



Recorded by Patricia Butler, edited by B. Pfeiffer

Organization Nantucket Preservation Trust

Date (month / year) December 6, 2004

Address 4 Winter Street

Historic Name Coffin School

Uses: Present museum, offices

Original school

Date of Construction 1852-1854

Source date stone, histories &amp; HABS

Style/Form Greek Revival

Architect/Builder Benjamin Robinson, Charles Robinson, James Thompson &amp; Earl Easton, builders

Exterior Material: red brick, white marble &amp; granite

Foundation rubble stone with marble &amp; granite facings

Wall/Trim red brick, granite &amp; marble

Roof slate with wooden bell tower

Outbuildings/Secondary Structures none

**Major Alterations (with dates)**

two-story addition (ca. 1854-1887  
 one-story addition (1918)

Condition excellent

Moved ☒ no ☐ yes Date

Acreage 15,019 square feet

Setting residential area north of Main Street; densely built with timber-frame houses;

**Exhibit B**

Page 2 of 5

**BUILDING FORM****ARCHITECTURAL DESCRIPTION** ☐ see continuation sheet

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

Located slightly north of Main Street in a residential neighborhood of closely built houses, the Admiral Sir Isaac Coffin Lancastrian School (The Coffin School) was built in 1852-1854 on a large lot and is set 35' back from the street. Along its Winter Street frontage, the property is bounded by an ornamental cast-iron fence that extends along a broad central pathway to the main entry. Secondary paths and iron gates flank the central walk and provide access to the adjoining lawn. Other property boundaries are defined by a variety of board and wooden fences.

Constructed of red brick, the building consists of an original Greek Revival style building in temple form (1852-1854), a two-story rear addition (ca. 1854-1887), and a one-story rear addition (1918). The original structure possesses a rectangular floor plan that rises to a pitched roof with an open bell tower. All elevations are constructed of red brick laid in stretcher bond and trimmed with granite foundation facings, window lintels & windowsills, except the façade, which is trimmed with white marble.

The façade (east elevation) is symmetrically arranged about a *distyle in antis* portico with wooden Doric columns that rise to support marble lintel that bears the inscription:

Founded 1827 By  
Admiral Sir Isaac Coffin, Bart.

The portico is approached by a broad flight of marble steps set between the columns beyond which the floor is paved with bricks. Centered within the portico is an oversized front doorway framed by flat architraves and containing a door of nine recessed panels. Above the door is a marble plaque inscribed "Erected 1852". The north and south walls of the portico each contain a single six-panel door surmounted by a single 6/6 window set in undecorated brick surrounds with stone lintels and sills. All other parts of the façade are blank. A wide brick cornice and frieze extend across the head of the second story creating a pediment.

The south elevation of the original building is divided into three panels by broad brick pilasters that rise to support a wide brick cornice and frieze. Set between the pilasters are three oversized 12/12 windows, which light the two-story hall within. Beneath these windows are single four-pane windows that provide light to the cellar. At the roofline, two chimneys rise from points near the east and west ends of the elevation. Above the cornice, the roof is covered with slate and possesses an open bell-tower set near the center of its ridge. All elevations of the bell-tower are identically composed thin wooden pilasters set *in antis* that rise to support a cornice and parapet with ornamental fretwork.

The north elevation of the original building is a mirror image of the south elevation, except that it has had a gabled brick bulkhead added to its center bay to provide direct access to cellar. The west elevation of the main building has been largely concealed by a two-story addition. South of the addition, the west elevation possesses a single door containing four recessed panels surmounted by a single-pane light. This entry is approached by a modern wooden staircase. North of the addition, exposed portions of the west elevation are blank.

The two-story addition rises from a brick foundation and has exposed elevations on its south, west and north sides. Brick walls are laid up in stretcher bond; window and door openings are trimmed with stone lintels and sills. The south elevation contains two window openings per story; each opening contains an 8/8 sash with the exception of the west opening at the second story, which has been modified to contain a fire door. An iron fire-balcony and escape has been installed from this doorway and extends westward to the ground. The north elevation of the two-story addition contains single 8/8 window (east) and an enclosed brick entry porch (west) at the first story. The entry porch is approached by a brick stoop and contains a single six-panel door. Sidewalls of the porch contain single 6/6 windows. At the second story, the north elevation contains two 8/8 windows. The west elevation is concealed by the one-story addition at the first floor. The second story is blank and rises to a shallow cornice that creates a pediment in the gable. Centered on the pediment is a single lancet window. The pitched roof of the two-story addition rests on a shallow brick cornice and possesses a single brick chimney that rises slightly south of its gable.

The one-story addition (1918) rises from a brick foundation to a half-hip roof. Brick walls are laid in stretcher bond; window openings are trimmed with stone lintels and sills. Each elevation (north, west & south) contains two 8/8 windows, evenly spaced. A shallow brick cornice extends around the head of the wall above which the roof rises.

**HISTORICAL NARRATIVE** ☒ see continuation sheet

*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 Coffin Schoolhouse possesses integrity of design, materials and workmanship from its original Greek Revival Style design, in addition to possessing historical associations with education in Nantucket.

## Exhibit B

Page 3 of 5

**BUILDING FORM -- Continuation Sheet 1 for 4 Winter Street, Nantucket**

Built in 1852 and opened for use in 1854, the schoolhouse is one of Nantucket's most substantial public buildings and one of its best examples of Greek Revival architecture. The building's temple form, Doric portico, masonry construction and ornamental bell tower are important elements of its original design. No original plans for the building have been found, but the Admiral Sir Isaac Coffin Lancastrian School Account book lists Benjamin Robinson, his son, Charles H. Robinson, James Thompson and Edward Easton as builders. As with many buildings of the period, the design may have been created by the builders using pattern books. Similarities between the Coffin School and designs found in the 1848 pattern book, *School Architecture*, by Henry Barnard, who recommended the Greek Revival style for school buildings suggest that Barnard's book may have served as a design source.

[Note: The following history was extracted from *The Admiral's Academy: Nantucket Island's Historic Coffin School*, by Margaret Moore Booker, Mill Hill Press, Nantucket, Massachusetts, 1998.]

On September 9, 1826, Sir Isaac Coffin visited Nantucket for the first time and bought a schoolhouse at the corner of Fair and Lyon Street. Sir Isaac was British, but born and raised in Boston. He served in the British Royal Navy for forty years, but always remembered the country of his birth and appreciated his fine "English" education, including the Boston Latin School. Sir Isaac was a descendant of Tristram Coffin; one of Nantucket's original founding families. On his first visit to the island he was charmed by his cultural heritage and inspired to use his financial resources to initiate an excellent private school program. The tuition-based school was overseen by a Board of Trustees, all Coffin descendants and was limited to "youth who are descendants of the late Tristram Coffin." The Methodists had established the school at Fair and Lyon Streets as a Lancastrian School. The Lancastrian method employed the top older students teaching the younger classes -- a practical and inexpensive way to educate. Sir Isaac's extraordinary good will and generosity goaded the Town to provide its first three public schools to accommodate non-Quaker children who were without means, and therefore not welcome in the predominate Quaker schools. At the time, most of the 8000 islanders were Coffin progeny and eligible for the Coffin School.

After the Town of Nantucket's Great Fire in 1846, the Coffin School was forced to close its doors. The Trustees decided to plan for the future and build their endowment fund, which was boosted by the sale of the Coffin School at Fair and Lyon Streets in 1848. By 1852, the year the land on Winter Street was purchased, the endowment had grown to about \$8500, construction began that year and the school was opened in 1854. The trustees organized the school as a tuition-based academy with a six-day school week. An important library of legal books was given to the school by another Nantucket descendant, Timothy G. Coffin. The books were placed at the Town Building, limited to use by students at the Coffin School and Commonwealth of Massachusetts judges.

Four years after opening, the island's declining economy and more public schools reduced the students at the Coffin School from an average of 100 students each term to 40. By the early 1860s, the Civil War further diminished the island's finances and the Coffin School's resources. In the late 1880s, however, enrollment rose again to 100, and by 1892, led by principal, scholar and disciplinarian Edmund B. Fox the school developed a reputation for excellence as some of its students were accepted at Ivy League colleges. Nantucket's economy, though, continued downward, and by 1898, the 29-year tenure of Edward B. Fox ended due to illness. That summer the school was closed.

The next phase of the Coffin School was led by Elizabeth Rebecca Coffin, granddaughter of one of the first trustees, part-time resident and celebrated artist. Elizabeth was a proponent of the Arts and Crafts movement and its interest in returning to the hand-made and designed products, and in "manual training". In 1903 Elizabeth's efforts, supported by former Coffin School students and Coffin family members, resulted in the revitalization of the school as a manual-training site for boys and girls from the public schools. The Arts and Crafts style furniture and baskets that were produced were popular consumer items and important income for the students. Metalwork, pattern-making, and sewing were added to the curriculum. Elizabeth Rebecca Coffin supported an addition for the girls' home economics program that was completed in 1918. The collaboration with the public schools was a success until the Depression in the 1930s, when the tuition-free classes led to losses. In the early 1940s, when the Commonwealth required that all public high schools offer manual and home economic training, the Nantucket School Committee decided to rent the Coffin School, and fund teachers and materials for a boys' vocational school.

Many islanders remember their teachers and classes at the Coffin School during this period. The Coffin School Trustees continued offering sewing, food and nutrition classes for girls. Furniture, objects and sewing products are highly prized as mementos.

Vocational classes at the Coffin School ceased in 1968, when a new addition at the high school was built. At that time, the grand spaces were used by numerous non-profit arts, music and educational organizations. The rear first floor rooms and the second floor library served as the island's public school kindergarten spaces from 1969-1978. The original Coffin School charter was revised by the legislature in 1970 to allow the Trustees to accommodate "...education of any kind". The Egan Institute of Maritime Studies has occupied the building since 1996. Its mission is "... to advance the scholarly study and appreciation of the history, architecture, literature, art, and maritime traditions of Nantucket Island".



## Exhibit B

Page 4 of 5

**BUILDING FORM – Continuation Sheet 2 for 4 Winter Street, Nantucket**

Sir Isaac Coffin's generous gift to Nantucket continues to be cared for by the Coffin School Trustees, who are responsible for the preservation of the exterior of the building. The Egan Institute of Maritime Studies is responsible for the interior of the building, and for sponsoring the dozens of diverse programs, lectures, exhibitions and meetings that contribute to the community each year.

**BIBLIOGRAPHY and/or REFERENCES**☐ *see continuation sheet*

Barnard, Henry. *School Architecture; Or Contributions to the Improvement of School-houses in the United States* (New York: A.S. Barnes & Co., 1848)

Booker, Margaret Moore. *The Admiral's Academy: Nantucket Island's Historic Coffin School*. Mill Hill Press. Nantucket, Massachusetts. 1998.

Booker, Margaret Moore, Gonnella, Rose, Butler, Patricia Egan. *Sea Captains' Houses and Rose-Covered Cottages: The Architectural Heritage of Nantucket Island*. Universe Publishing. New York, N.Y. 2003.

Historic American Buildings Survey, National Park Service, U.S. Department of the Interior. Library of Congress: HABS No. MA-1248. Eleven Drawings, Thirteen Data Pages. Preservation Institute: Nantucket, 1989.

Massachusetts Legislature: Acts of 1827, establishing the Admiral Sir Isaac Coffin's Lancastrian School.

☐ Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

Perimeter Plan of Land in Nantucket Prepared for  
Sir Isaac Coffin Lancasterian School  
Charles W. Hart & Associates, Inc.  
June 2, 2005

NANTUCKET REGISTRY  
OF DEEDS  
Date: 06-29-2005  
Time: 1:50  
Page: 10-34  
SHEET 101

CURRENT ZONING CLASSIFICATION:  
Residential Old Historic (R-OH)  
MINIMUM LOT SIZE: 5000 S.F.  
MINIMUM FRONTAGE: 50 FT.  
MINIMUM DEPTH: 50 FT.  
REAR/SIDE SETBACKS: 5 FT.  
GROUND COVER %: 50%

PERIMETER  
PLAN OF LAND  
IN  
NANTUCKET, MASS.

PREPARED FOR  
THE ADMIRAL SIR ISAAC COFFIN  
LANCASTERIAN SCHOOL

SCALE: 1"=15' DATE: JUNE 2, 2005  
CHARLES W. HART and ASSOCIATES, Inc.  
Professional Land Surveyors  
49 SPARKS AVENUE  
NANTUCKET, MASS. 02554  
(608) 228-8910  
GRAPHIC SCALE

(1"=15')

H-6572

LIBERTY STREET

WINTER STREET  
(PUBLIC - VARIABLE WIDTH - "1798 STREET")

LOT AREA  
14,726± S.F.

WINTER STREET

LEGEND

- DENOTES DRILL HOLE IN CONCRETE WALL FOUND
- DENOTES IRON PIPE FOUND
- DENOTES STEEL SURVEY MARKER FOUND



I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS AND WHARVES SHOWN ARE THOSE OF THE EXISTING OWNERSHIP, AND THAT THE LINES OF THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN. THIS IS NOT A CERTIFICATION AS TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, ACCORDING TO CURRENT RECORDS. I HEREBY CERTIFY THAT THE PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES OF THE COMMONWEALTH OF MASSACHUSETTS.

CHARLES W. HART  
PROFESSIONAL LAND SURVEYOR  
6-2-02 DATE

ASSESSORS MAP 42.3.4 PARCEL 74



42.3.4-114  
N/T  
PETER B. & ANNE HOLMES TRUSTEES  
DEED BOOK 553 PAGE 104  
PLAN FILE 44-U

42.3.4-143  
N/T  
LUCILLE SANGUINETTI  
DEED BOOK 118 PAGE 277

42.3.4-142  
N/T  
CASSIMON H. HENDERSON  
DEED BOOK 327 PAGE 68  
PLAN SEE DEED BOOK 46 PAGE 172

42.3.4-75  
N/T  
JOHN K. & JUDITH STEER TRUSTEES  
DEED BOOK 290 PAGE 52  
PLAN BOOK 18 PAGE 64

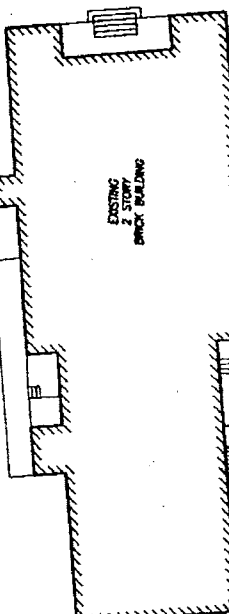
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GEORGE H. & BESSIE M. ROY  
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DEED BOOK 678 PAGE 194  
PLAN 00-23

42.3.4-28  
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MARIE GREENLEAF SUSSEX  
CERT. 1774  
L.C. 15581-A  
LOT A



EXISTING  
2 STORY  
BRICK BUILDING

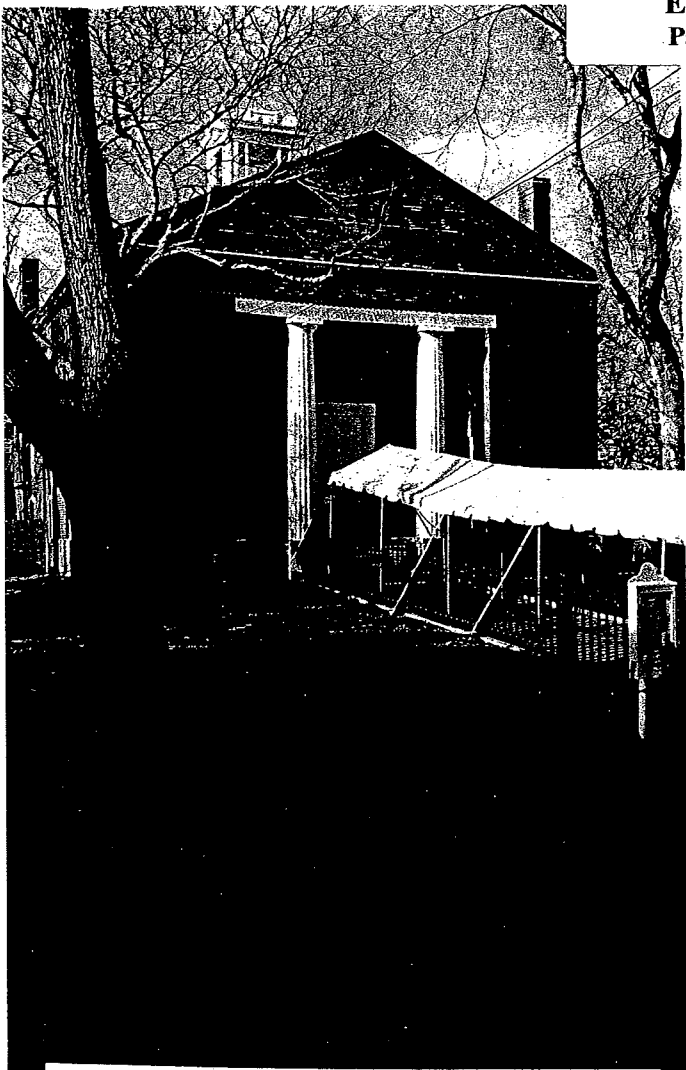


Photo #1 of 8 - Coffin School – façade (east elevation)



Photo #3 of 8 - Coffin School – façade – north side of portico

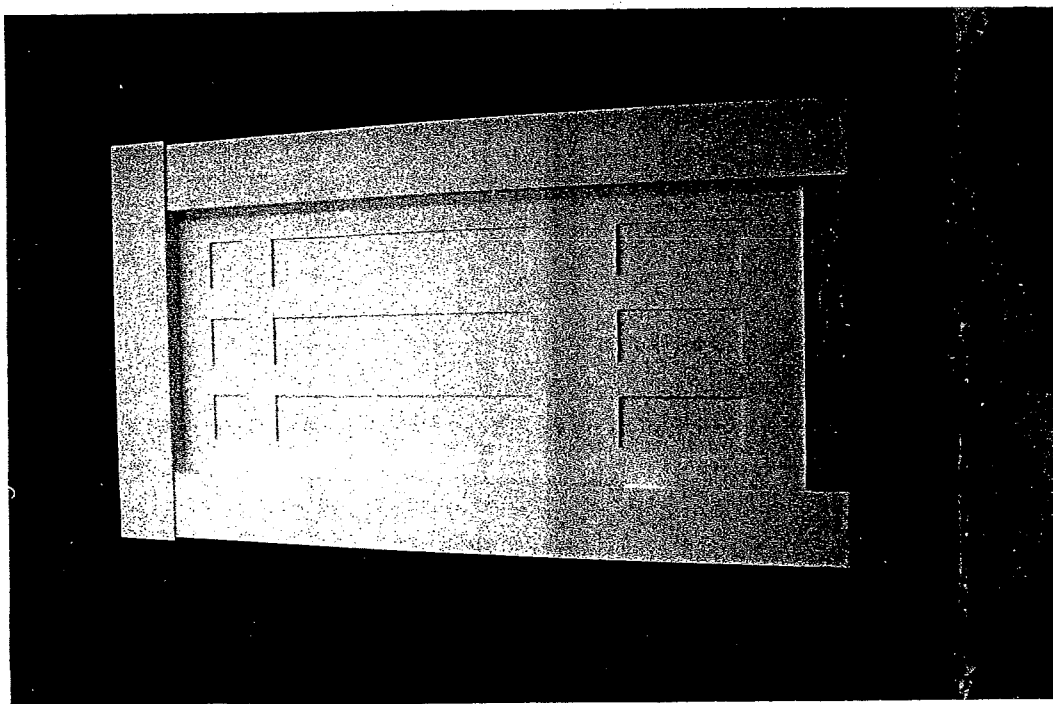
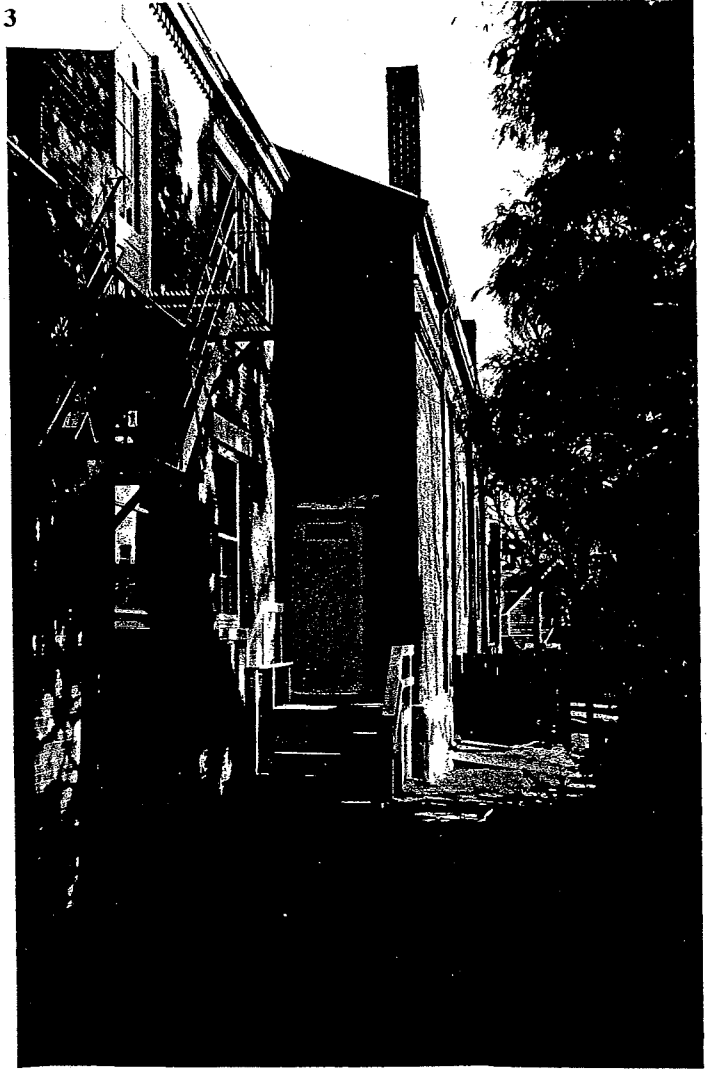


Photo #2 of 8 - Coffin School – façade – false entry

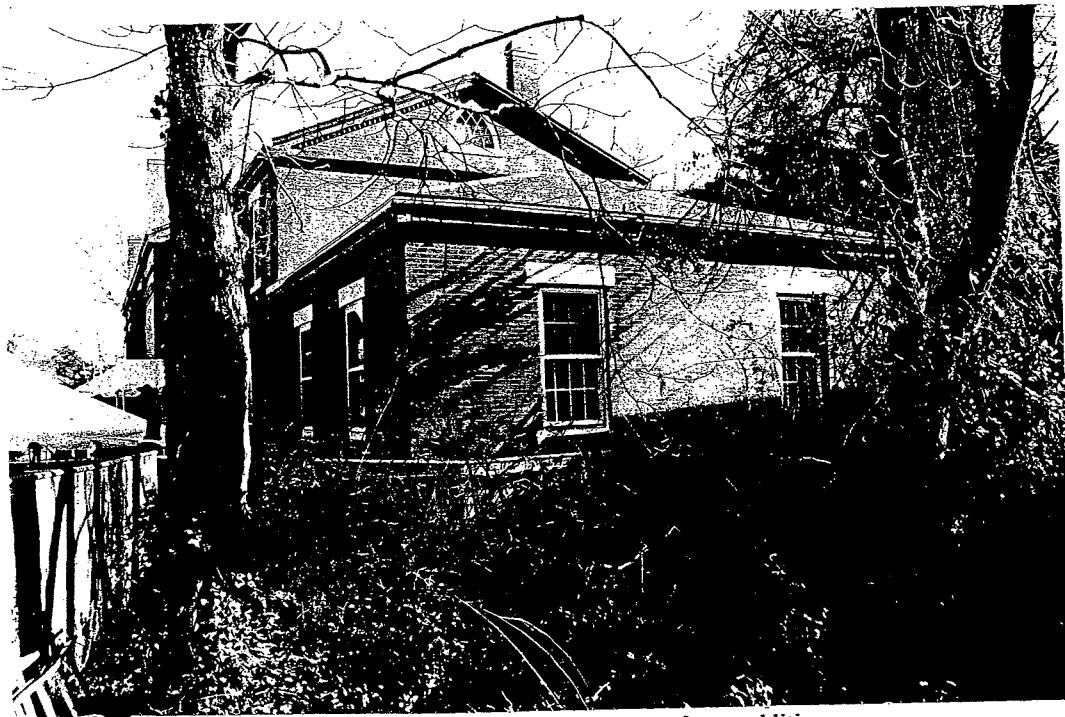
**Exhibit D**  
**Page 2 of 3**



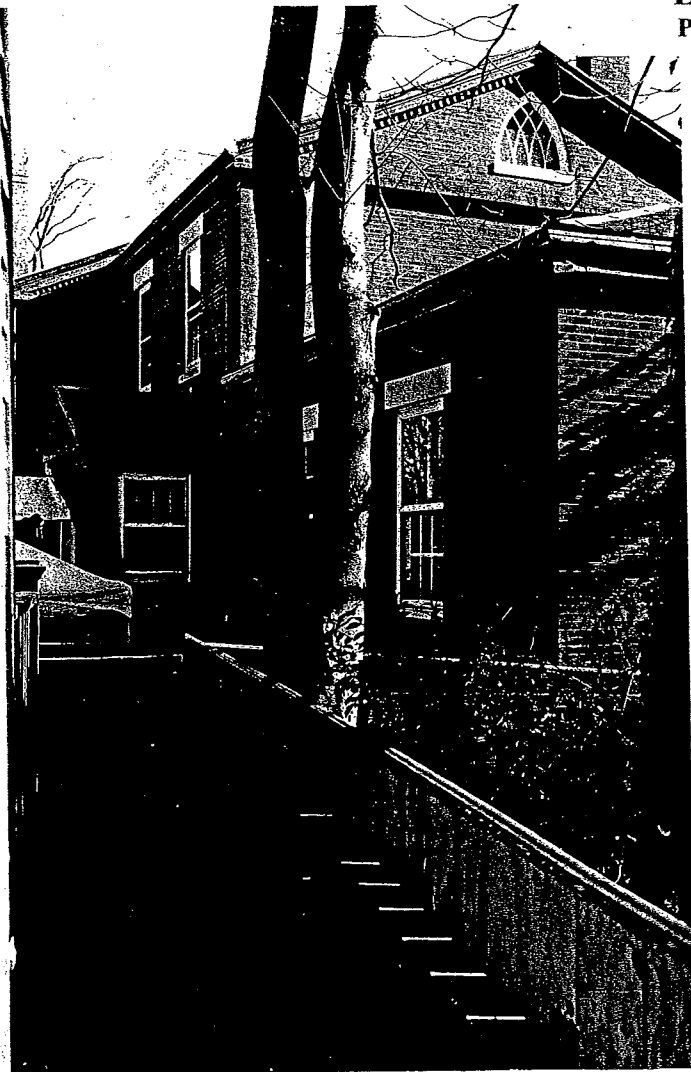
**Photo #4 of 8 - Coffin School – south elevation of original building**



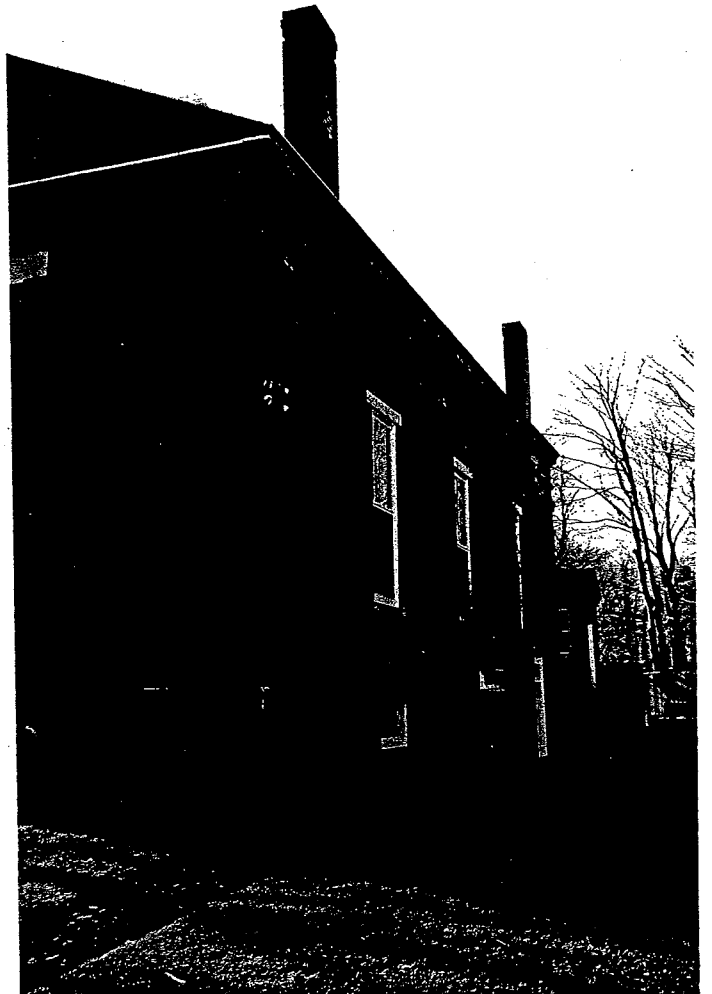
**Photo #5 of 8 - Coffin School – south & west elevations (partial)**



**Photo #6 of 8 - Coffin School – west elevations of rear additions**



**Photo #7 of 8 - Coffin School – north elevation of rear additions**



**Photo #8 of 8 - Coffin School – north elevation of original building**

## EXHIBIT E

### PRESERVATION 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 is reasonably expected to materially change the appearance, materials, colors 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, colors 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 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. 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, Building, and other structures.

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, colors 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

