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## **PRESERVATION RESTRICTION AGREEMENT**

**Between**

**THE TOWN OF SANDWICH**

**Acting by and through the Sandwich Historical Commission**

**And**

**THE FIRST CHURCH OF CHRIST, SANDWICH**

THIS PRESERVATION RESTRICTION AGREEMENT (this “Restriction”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between The First Church of Christ, Sandwich, a nonprofit religious Massachusetts corporation having an address of 136 Main Street, P.O. Box 810, Sandwich, Massachusetts 02563 (“Grantor”), , and the Town of Sandwich, a Massachusetts municipal corporation, acting by and through its Historical Commission pursuant to G.L. c. 40, § 8D, having an address of Town Hall 130 Main Street, Sandwich, Massachusetts 02653 (“Grantee” or the “Town”).

**WITNESSETH:**

WHEREAS, Grantor is the owner of the real property located at 136 Main Street, Sandwich, Massachusetts by virtue of deeds recorded with the Barnstable County Registry of Deeds in Book 1337, Page 902, and in Book 3159, Page 322, and more particularly described in deeds recorded with the Barnstable County Registry of Deeds in Book 1075, Page 163, and Book 3149, Page 322 (hereinafter “the Property”), copies of aforesaid recorded descriptions being included as Exhibit A, attached hereto and incorporated herein. The Property is further described and depicted on a plan of land entitled “Boundary Plan 136 Main Street, Sandwich, MA”. Scale: 1” = 20’, dated February 1, 2021, prepared by Lighthouse Land Surveying, LLC and recorded with the Barnstable County registry of Deeds in Plan Book 689, Page 6, a copy of which is attached hereto and incorporated herein as Exhibit B; and;

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Sandwich and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the “Act”);

WHEREAS, the Sandwich Historical Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the State Register of Historic Places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the Town;

WHEREAS, Grantee has designated the Sandwich Historical Commission to administer, manage, and enforce preservation restriction agreements;

WHEREAS, the Building was built in 1847 and is located in the Town Hall Square Historic District. The Building was designed in the Greek Revival style by architect Isaac Melvin of Cambridgeport, Massachusetts and is known locally as the “Christopher Wren” church as the architecture is inspired by the works of Christopher Wren such as St. James Piccadilly. The spire atop the bell tower is a well-recognized local monument and structural landmark. The Building dominates and is the focal point of the crossroads of Sandwich Center;

WHEREAS, because of their architectural and historical significance, and their location within the core historic district of the Town of Sandwich, the Building and Property are included within the Old King’s Highway Regional Historic District established by Special Act of the Massachusetts General Court and adopted by the Town of Sandwich on May 1, 1973; together are a contributing resource to the Town Square Historic District, listed in the National Register of Historic Places on October 31, 1975; and as a result of the foregoing, are listed in the State Register of Historic Places;

WHEREAS, the Annual Town Meeting held on May 7, 2007 thereafter appropriated the funds recommend by the Community Preservation Committee for repair of the steeple, replacement of certain windows and millwork, replacement of the front doors, painting of the exterior of the Church and repair of the sewage disposal system, all as set forth in Grantor’s Application to the Sandwich Community Preservation Committee (“CPC”) for Community Preservation Act funds (the “Work”) under Article 14 and required that the Grantor convey to the Grantee a Historic Preservation Restriction for the purposes of approval and funding of the Work;

WHEREAS, the Building’s preservation values are documented in Exhibits A, B, C, D and E (hereinafter, collectively “Baseline Documentation”) incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the date of this Restriction;

WHEREAS, the Baseline Documentation includes the following:

- a. Exhibit A – Legal Property Description
- b. Exhibit B – Recorded Plan
- c. Exhibit C – MHC Inventory Form B
- d. Exhibit D – 11 Photographs of the Building taken (December, 2020)
- e. Exhibit E – Historic Images of the Building

WHEREAS, Grantor undertook the Work to rehabilitate and preserve the Building;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “Preservation Values”) and significance of the Building and Property, and have the common purpose of conserving and preserving the historic appearance and the aforesaid Preservation Values and significance of the Building and Property; and

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Building and Property will assist in preserving the historic appearance of the Building and Property and their architectural, historic and cultural features for the benefit of the people of the Town of Sandwich,

the County of Barnstable, the Commonwealth of Massachusetts, and the United States of America and will serve the public interest in a manner consistent with the purposes of the Act; 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 and the Property pursuant to the Act.

NOW, THEREFORE, in consideration of Two Hundred thousand Dollars (\$200,000.00) which funds the Grantee delivered to the Grantor for the rehabilitation and preservation of the Building and the performance of the Work, the receipt of which is hereby acknowledged, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the Act, Grantor does hereby irrevocably grant and convey unto the Grantee this Preservation Restriction (hereinafter the "Restriction") in gross in perpetuity over the exterior of the Building and the Property.

## PURPOSE

1.1 Purpose. It is the purpose of this Restriction to ensure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building will be forever retained and maintained substantially in their current condition for conservation and preservation purposes, and to prevent any use or change to the exterior of the Building or Property that will significantly impair or interfere with the Preservation Values of the Building and Property (the "Purpose").

## GRANTOR'S COVENANTS

2.1 Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Building in as good structural condition and sound state of repair as existing on the date of the completion of the Work, and otherwise in the condition required by this Agreement, and shall comply with all federal, state and local laws, codes and by-laws applicable to the Building. It is Grantor's intent that the exterior of the Building shall be maintained in a physical appearance that is as close to its current appearance as is reasonably possible. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building in a good, sound structural condition and a good state of repair, and also require that the Property's landscaping be maintained in a good and neat appearance. Subject to the casualty provisions of paragraphs 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever deemed reasonably necessary 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 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards").

## 2.2. 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 moved, demolished, removed or razed except as described in paragraphs 6 and 7;
- (b) no barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of the Grantee;
- (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property; and
- (d) no additional aboveground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property may be installed or allowed by the Grantor on the Property without written approval from the Grantee, subject to utility easements already recorded.
- (e) no other buildings or structures shall be erected on the Property hereafter except for the existing permanent storage shed at the located on the southeastern portion of the Property or temporary structures required for maintenance or rehabilitation of the Property, such as construction trailers;
- (f) the Property shall not be divided or subdivided in law or in fact, and the Property shall not be devised or conveyed except as a single property.
- (g) no other buildings or structures, including camping accommodations or mobile homes, shall be erected on the Property hereafter except for temporary structures required for maintenance or rehabilitation of the Building, such as construction trailers;

## 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 the Grantee in its discretion may determine, Grantor shall not make any changes to the exterior (including fenestration and roof) of the Building, including additions to and the alteration, partial removal, construction, remodeling or other physical or structural change to the exterior of the Building, and any change in design, material or color thereof. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with paragraph 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this Section, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines, attached hereto and incorporated herein as Exhibit F. For the purposes of this Agreement, the exterior of the Building shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows including sash and enframements, doors, gutters, downspouts, and associated hardware and visible detail) which are in contact with the exterior of the Building. Subject to this restriction are any activities, including construction or alteration or any internal structural features that act as support for external surfaces, construction or alteration of which may alter the exterior appearance of the Building or threaten the structural stability or integrity of the exterior of the Building.

3.2 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in paragraph 3.1, Grantor shall submit to Grantee, for Grantee's approval, two copies of information (including plans, specifications and designs,

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 sixty (60) days 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 sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of the section relating to deemed approval after the passage of time, provided however that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

### 3.3 Conditional Rights Requiring the Approval of the Massachusetts Historical Commission.

The conduct of archeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (G.L. Ch. 9, Section 27C, 950 CMR 70.00)

## STANDARDS FOR REVIEW

4. Grantee shall apply Secretary's Standards whenever (a) exercising any authority created by this Restriction to inspect the Building; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

## GRANTORS' RESERVED RIGHTS

5. Grantors' 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 acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Building; and (iii) are not inconsistent with the Purpose of this Restriction.
- (b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this subparagraph the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, 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 exterior of the Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the

maintenance and repair without the prior approval of the Grantee in accordance with the provisions of paragraphs 3.1 and 3.2; and

- (c) the right to make changes of any kind to the interior of the Building, provided such changes do not alter materially the appearance of the exterior of the Building as it appears on the date of this Restriction, in contravention of this Restriction.

#### CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

6. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction such notification including what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, without Grantee's prior written approval of the work, unless otherwise allowed pursuant to this Restriction. Within thirty (30) days of the date of damage or destruction, 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 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 prior to such damage or destruction.

7. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee agree that the Purpose of this 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 to this Restriction up to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, 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. In such event, Grantor and Grantee may 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 8, 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 arbitration statute of the Commonwealth of Massachusetts then in effect, and all other applicable laws, rules, and regulations.

8. Insurance. Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from the 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 therefore, 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

9. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' 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 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, with the same effect and priority as a mechanic's lien, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority 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.

10. Taxes. Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

#### ADMINISTRATION AND ENFORCEMENT

11. 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, registered or certified mail with return receipt requested, or hand delivery; if to Grantor, at 136 Main Street, P.O. Box 810, Sandwich, MA 02563, and if to Grantee, then to Sandwich Historical Commission with a copy to the Town Manager, to be directed to Town Hall, 130 Main Street, Sandwich, MA 02563.

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

12. Evidence of Compliance. Upon request by 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 Preservation Restriction Agreement to the extent of the Grantee's knowledge thereof.

13. Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at reasonable times to inspect the Property, including the interior of the Building. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

14. Grantee's Remedies. The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary and/or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief, and to require the restoration of the Building to the condition and appearance required under this Restriction (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantee has sent written notice to Grantor, specifying Grantor's failure to comply with the terms of this Restriction, and (b) Grantor fails to cure the same within thirty (30) days from the date of the Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure diligently to completion.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all reasonable court costs and attorney, architectural, engineering and expert witness fees, together with interest thereon at the interest rate applied by state statute.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of 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.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property or the Building 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.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for the Grantee to explain the terms of this Preservation Restriction Agreement to potential new owners prior to sale closing.

17. Liens. Any lien on the Property created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

#### BINDING EFFECT; ASSIGNMENT

18. Runs with the Land. Except as provided in paragraphs 7 and 21, the rights and obligations created or imposed by this Restriction shall be in effect from the date this Preservation Restriction Agreement is recorded with the Barnstable Registry of Deeds and shall be deemed to run as a binding servitude upon the Property in perpetuity. This Preservation Restriction Agreement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee 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 successors and assigns.

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 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.

19. Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under the Act, as amended, whose purposes, *inter alia*, the preservation of buildings or sites of historical significance provided that any such conveyance, assignment or transfer requires that the Purpose for which this Restriction was granted will continue to be carried out.

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

#### EXTINGUISHMENT

21.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the

Property for the Purpose of this Restriction and necessitate extinguishment of this Restriction. Such a change in conditions may include, but are not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the Laws of the Commonwealth for extinguishment, including approvals by the Town of Sandwich and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest.

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 the Property that is subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. 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 or Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect 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 retained by the Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.
- (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 to each term of this instrument whether this instrument is enforceable by reason of any statute, common law or private agreement in existence now or at any time subsequent hereto.
- (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 purpose of both this Restriction and such ordinance or regulation.

## AMENDMENT; SUBORDINATION

23. Amendment. If circumstances arise under which an amendment to or modification of the Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend the Restriction, provided that no amendment shall be made that will adversely affect the qualifications of this Restriction or the status of Grantee under the Act, or any applicable laws, including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Building or the Property and the Purposes of this Restriction; shall not affect its stated duration; shall not permit residential development on the Property; 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 Preservation Restriction Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records of Barnstable Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment to consult or negotiate regarding any amendment.

24. Mortgage Subordination. Grantor represents and warrants to Grantee that, at the time of the execution of this Restriction, the Property is not subject to any 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 Property prior in right to this Preservation Restriction Agreement.

25. Free Exercise of Religion. Grantor and Grantee agree that nothing contained herein is intended to limit the rights which Grantor may have under the First Amendment to the United States Constitution, Article 46 of the Amendments to the Massachusetts Constitution, and Article 2 of the Massachusetts Declaration of Rights. The parties agree this Preservation Restriction does not impact, restrict or restrain Grantor's right to alter, utilize and maintain the Property in keeping with its religious principles, practices or beliefs, including but not limited to the direction, teachings or requirements as set forth by the First Church of Christ, Sandwich, United Church of Christ.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR: First Church of Christ, Sandwich

By: \_\_\_\_\_  
Marcia Marino, Treasurer, First Church

By: \_\_\_\_\_  
Mary Anne LaBue, Moderator, First Church

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Marcia Marino., who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, 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 as Treasurer of the First Church of Christ, Sandwich.

\_\_\_\_\_  
Notary Public  
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Mary Anne LaBue, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Moderator of The First Church of Christ, Sandwich.

\_\_\_\_\_  
Notary Public  
My Commission Expires

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTEE:

TOWN OF SANDWICH,  
By its Historical Commission

\_\_\_\_\_  
Julia Blakely (Chair)

\_\_\_\_\_  
Mahlon Peterson

\_\_\_\_\_  
Mary Lynch

\_\_\_\_\_  
Lisa R. Hassler

\_\_\_\_\_  
Jennifer Y. Madden

\_\_\_\_\_  
Brenda Kelly

\_\_\_\_\_  
Matthew J. Schimmel

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Julia Blakely, Chair of the Sandwich Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Sandwich Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Mahlon Peterson, Commissioner of the Sandwich Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Sandwich Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Mary Lynch, Commissioner of the Sandwich Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Sandwich Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Lisa R. Hassler, Commissioner of the Sandwich Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Sandwich Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Jennifer Y. Madden, Commissioner of the Sandwich Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Sandwich Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Brenda Kelly, Commissioner of the Sandwich Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Sandwich Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Matthew J. Schimmel, Commissioner of the Sandwich Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, 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 on behalf of the Town of Sandwich Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission expires:

APPROVAL AND ACCEPTANCE OF PRESERVATION RESTRICTION BY SANDWICH  
BOARD OF SELECTMEN

The Town of Sandwich, acting by and through its Board of Selectmen pursuant to the vote taken under Article 25 of the May 7, 2018 Town Meeting, a certified copy of which is attached hereto as Exhibit G, hereby approves and accepts the foregoing Historic Preservation Restriction on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF SANDWICH,  
By its Board of Selectmen

\_\_\_\_\_  
Shane Hctor (Chair)

\_\_\_\_\_  
Charles Holden (Vice Chair)

\_\_\_\_\_  
Michael J. Miller

\_\_\_\_\_  
Robert J. George

\_\_\_\_\_  
R. Patrick Ellis

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned notary public, personally appeared Shane Hctor (Chair), who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the proceeding or attached document and acknowledged to me that he/she signed it voluntarily on behalf of the Town of Sandwich for its stated purpose as member of the Sandwich Board of Selectmen.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned notary public, personally appeared Charles Holden (Vice Chair), who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the proceeding or attached document and acknowledged to me that he/she signed it voluntarily on behalf of the Town of Sandwich for its stated purpose as member of the Sandwich Board of Selectmen.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned notary public, personally appeared Michael J. Miller, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the proceeding or attached document and acknowledged to me that he/she signed it voluntarily on behalf of the Town of Sandwich for its stated purpose as member of the Sandwich Board of Selectmen.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned notary public, personally appeared Robert J. George, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the proceeding or attached document and acknowledged to me that he/she signed it voluntarily on behalf of the Town of Sandwich for its stated purpose as member of the Sandwich Board of Selectmen.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned notary public, personally appeared R. Patrick Ellis, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the proceeding or attached document and acknowledged to me that he/she signed it voluntarily on behalf of the Town of Sandwich for its stated purpose as member of the Sandwich Board of Selectmen.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION  
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the foregoing Agreement to the Town of Sandwich, acting by and through the Sandwich Historical Commission (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to G.L. c. 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: \_\_\_\_\_  
Brona Simon, Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Massachusetts Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

## EXHIBIT A

### Legal Property Description

#### Parcel One:

Beginning at the Southwest corner of the granted premises at a point in the Southeasterly sideline of Main Street (Route 130) at a stone retaining wall and at land of Helen H.F. Dunbar as shown on a plan hereinafter referred to;

Thence Northeasterly by said Main Street (Route 130) Seventy-seven and 50/100 (77.50) feet to land of Everard S. Pratt as shown on said plan;

Thence South 54° 01' 25" East by land of Everard S. Pratt, One Hundred and Twenty-two (122) feet, more or less, to a stake at land of Helen H.F. Dunbar as shown on said plan;

Thence South 48° 36' 20" West by land of said Dunbar, Ninety-six and 59/100 (96.59) feet to a nail in a fence post as shown on said plan;

Thence North 43° 43' 20" West by land of said Dunbar as shown on said plan Ninety-seven (97) feet, more or less, to Main Street (Route 130) and the point of beginning.

The above described premises are more particularly shown on a plan entitled "Plan of Congregational Church Lot in Sandwich Scale: 1" = 20' April 5, 1958 Newell B. Snow, Eng'g Buzzards Bay, Mass."

Source: Barnstable County Registry of Deeds, Book 1075, Page 163.

#### Parcel Two:

The land in Sandwich, Barnstable County, Massachusetts being bounded and described as follows:

NORTHEASTERLY	by land now or formerly of Frank E. Colombo, Jr. et ux, as shown on plan hereinafter referred to, One Hundred Seventy-seven and 33/100 (177.33) feet;
SOUTHEASTERLY	by land now or formerly of Town of Sandwich ("Dunbar Property") as shown on said plan, One Hundred Sixty-five and 98/100 (165.98)) feet;
SOUTHWESTERLY	by land now or formerly of Town of Sandwich ("Dunbar House Lot") as shown on said plan, Two Hundred and 00/100 (200.00) feet; and

NORTHWESTERLY Twenty and 67/100 feet, NORTHEASTERLY Fourteen and 00/100 (14/00) feet and NORTHWESTERLY again Seventy-nine and 61/100 (79.61) feet all by land now or formerly of First Church of Christ in Sandwich, and all as shown on said plan.

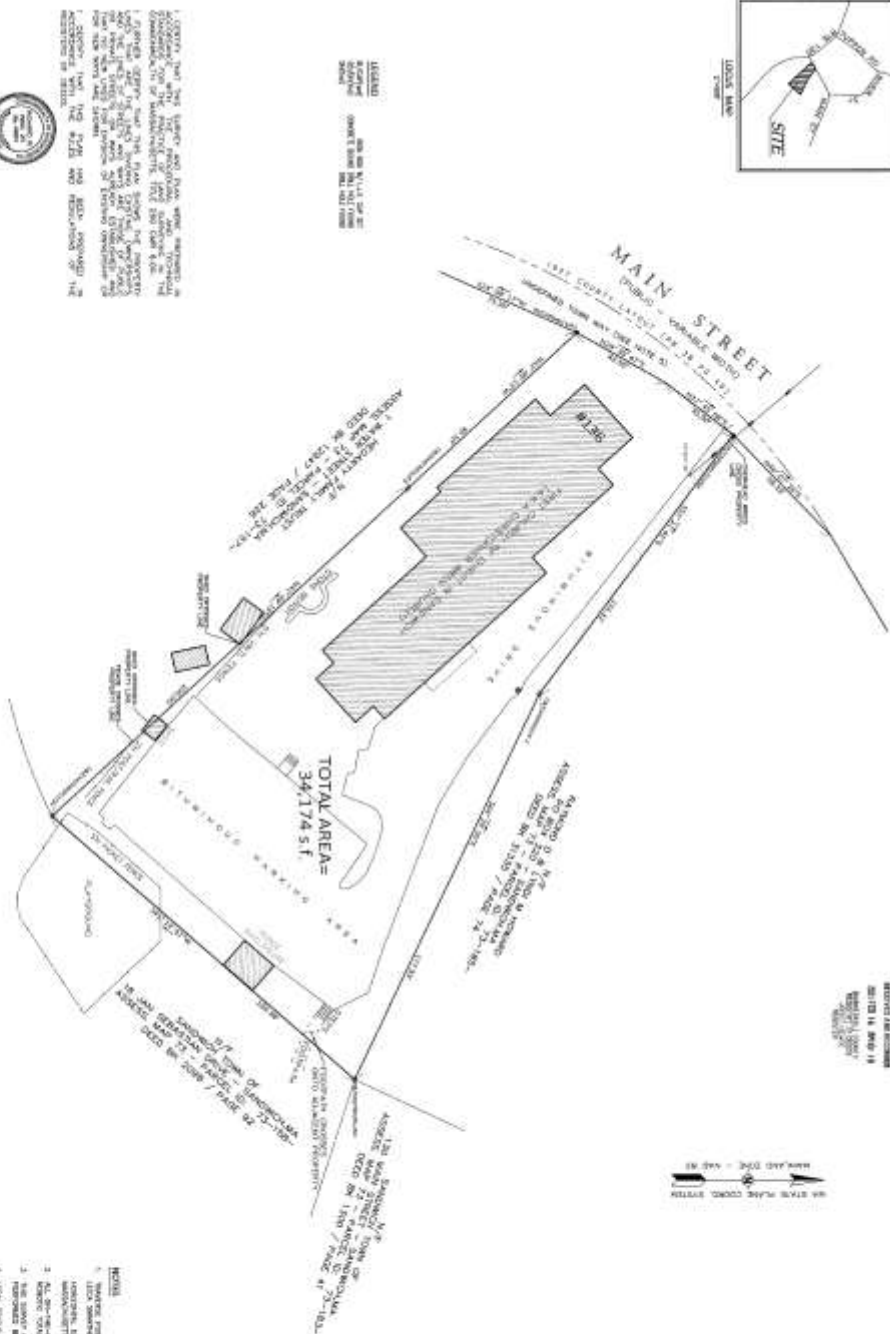
The described premises contains 23,717 square feet of land and are shown as “Church Lot” on plan of land entitled “Town of Sandwich, plan of land to be transferred to First Church of Christ in Sandwich, scale 1” = 40 feet, April, 1979, Town Engineer William C. Taylor, R.L.S.” recorded with Barnstable Registry of Deeds in Plan Book 345, Page 74.

Source: Barnstable County Registry of Deeds, Book 3149, Page 322.

## EXHIBIT B

Recorded Plan. Barnstable County Registry of Deeds, Plan Book 690, Page 6.

was 4.87 m/s.

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0010-1007/97/0005-0000\$05.00/0

[illegible]

1. **CONTRACT** The liability and claim were assigned according to the contract and the contract was in accordance with the provisions of the contract and the contract was in accordance with the provisions of the contract.

TOTAL AREA:  
34,174 s.f.

NON-REPLACEMENTS			
PL-05	0006	PL-02	00
PL-07	0449	PL-03	74
PL-08	0013	PL-04	01
PL-09	0013	PL-05	01
PL-10	0013	PL-06	01
PL-11	0013	PL-07	01
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PL-16	0013	PL-12	01
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PL-94	0013	PL-90	01
PL-95	0013	PL-91	01
PL-9			

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7. WASHINGTON, 1 NOV. 22 (AP)—The U.S. Coast Guard today announced that it had recovered the bodies of two men who were killed in a crash landing on the Chesapeake Bay.
8. WASHINGTON, 22 NOV. 22 (AP)—The U.S. Coast Guard today announced that it had recovered the bodies of two men who were killed in a crash landing on the Chesapeake Bay.
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Richard W. Field.

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**LIGHTHOUSE LAND SURVEYING, LLC**  
27 RIVERSIDE STREET • WILMINGTON, MASSACHUSETTS  
Tel: 508-624-1000  
Website: [www.lightsurveying.com](http://www.lightsurveying.com)

FIRST CHRIST CHURCH  
(BAPTIST CHURCH)  
SANDWICH, MASSACHUSETTS

136 MAIN STREET, SANDWICH, MA  
FIRST FLOOR OFFICE IN SANDWICH  
136 MAIN STREET  
SANDWICH, MA

**1**  
ON 2006  
ESTATE TAXABLE

EXHIBIT C

MHC Inventory Form B

## FORM B – BUILDING

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

### Photograph



### Locus Map



**Recorded by:** Tonya Loveday Merrem

**Organization:** Epsilon Associates, Inc.

**Date (month / year):** May 2022

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

73-186

SDW.A;  
SDW.R;  
SDW.S;  
SDW.X

SDW.239

**Town/City:** Sandwich

**Place: (neighborhood or village):** Sandwich Center

**Address:** 136 Main Street

**Historic Name:** Sandwich Calvinistic Congregational Church

**Uses: Present:** Church

**Original:** Church

**Date of Construction:** 1848

**Source:** Church website; town history

**Style/Form:** Greek Revival

**Architect/Builder:** Isaac Melvin

### Exterior Material:

**Foundation:** Granite; poured concrete

**Wall/Trim:** Wood flush board; wood clapboard

**Roof:** Asphalt shingle

### Outbuildings/Secondary Structures:

**Major Alterations (with dates):** Two-story rear addition (1985); window replacement (2007)

**Condition:** Good

**Moved:** no ☒ yes ☐ **Date:**

**Acreage:** Less than one acre

**Setting:** Densely developed civic center of town with institutional, commercial, and residential buildings largely constructed between the 17<sup>th</sup> through 20<sup>th</sup> centuries.

**INVENTORY FORM B CONTINUATION SHEET**

SANDWICH

136 MAIN STREET

**MASSACHUSETTS HISTORICAL COMMISSION**

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SDW.A; SDW.R;  
SDW.S; SDW.X

SDW.239

☐ Recommended for listing in the National Register of Historic Places.*If checked, you must attach a completed National Register Criteria Statement form.**Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.***ARCHITECTURAL DESCRIPTION:***Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

The First Church of Christ in Sandwich, 136 Main Street, is located on a 34,174-square foot parcel in the Sandwich Village / Town Hall Square section of the Town of Sandwich in Barnstable County. The building is a contributing resource within the Town Hall Square Historic District (LHD 1973; NRDIS 1974/updated 2010). The district is densely developed with institutional, commercial, and residential buildings ranging in date from the 17<sup>th</sup> through 20<sup>th</sup> centuries, and thus a variety of styles are represented. Generally running east to west, Main Street serves as the primary civic corridor and features a mix of 18<sup>th</sup> to 20<sup>th</sup> - century resources on moderate-sized lots with and mature landscaping. The First Church of Christ is located east of Main Street's intersection with Water Street/Route 130. To the west is uppermost section of the Shawme Lake.

The church building occupies much of the parcel. A paved drive running along its northeast elevation leads to a paved parking lot covering most of the property's rear space. A small brick-paved courtyard with planters and shrubbery is located along the addition's southwest elevation. Additional plantings, shrubs, and small trees are found along the building's exterior. Remaining open space on the property features mature trees.

The frame Greek Revival-style church consists of two sections. The earliest portion fronting Main Street to the northwest dates to 1848. It rises a tall single-story from a granite foundation to a gable roof with asphalt shingles. Projecting from the façade (northwest elevation) is a full-height entrance pavilion sheathed in wood flush board. Paired pilasters with Ionic capitals support a broad entablature and pediment detailed with modillions. Centered between the pilasters in the primary entrance consisting of a pair of paneled double leaf wood doors topped with a classical denticulated pediment supported by corbels. Two sets of stairs with simple metal railings descend from the entrance and provide access to the sidewalk along Main Street and the paved drive along the building's northeast elevation. The side walls facing northeast and southwest each feature a 16-over-16 double-hung wood window with paneled shutters below a 4-over-4 double-hung wood window. Rising above the entrance pavilion is the steeple. The square belfry is pedimented with dentils and features louvered openings on each side except at the rear (southeast) where a 6-over-6 double-hung window is found. Above is an Ionic-columned lantern on an octagonal base, supporting an eight-sided spire topped with a weathervane. The main body of the original 1848 section of the church is sheathed in wood clapboards and has wide corner boards. Fenestration on each of the side elevations is regularly spaced, consisting of 4-over-4 double-hung basement windows and 16-over-16 double-hung wood windows with paneled shutters, topped with pedimented lintels. The entablature at the entrance pavilion extends along the roofline to the main section of the church but is void of dentils. All windows were replaced in 2007.

Extending southeast from the 1848 church is a two-story rear addition completed in 1985. It has a poured concrete foundation, clapboard siding, and an asphalt shingle gable roof with the same height and pitch as that of the 1848 section. The addition is slightly offset from the original section leaving a portion of the 1848 church's rear elevation exposed while providing a reveal fronting Main Street where a projecting, enclosed entrance with a shed roof is located. The paneled wood door here is flanked with sidelights, and a 6-over-1 double-hung window is found on the projection's northeast elevation. The addition's northeast elevation is dominated by a full-height pedimented portico supported by simple square posts and pilasters, a modern nod to the building's original Greek Revival detailing. The minimalistic gable features narrow vertical wood sheathing. Centered within the portico is a paneled wood doors flanked by narrow sidelights, set within a classical wood frame. The entrance is accessible via concrete stairs with metal railings and a concrete ramp with metal pole railings. Windows along this elevation vary and include single and grouped 6-over-6 and 4-over-4 double-hung sash and a large multi-light picture window. An exterior red brick chimney rises along the northeast elevation. Extending from the addition's rear (southeast) elevation is a projection that is slightly off-centered and recessed in height. A paneled wood door with a sidelight and classical wood frame is centered within the projection at the first story, above which is a 1-over-1 double-hung window. A 6-over-6 double-hung window is found at the projection's southwest elevation. On either side of the addition's rear elevation, the projection is flanked by a 1-over-1 double-

*Continuation sheet 1*

**INVENTORY FORM B CONTINUATION SHEET**

SANDWICH

136 MAIN STREET

**MASSACHUSETTS HISTORICAL COMMISSION**

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SDW.A; SDW.R;  
SDW.S; SDW.X

SDW.239

hung window. A shed roof porch supported by simple square posts runs much of the length of the addition's southwest elevation at the first story. A pair of multi-light French doors is flanked by full-size sidelights. Windows along this side elevation include 6-over-6 double-hung windows, set in a group of three at the first story. Windows across the addition appear to be wood and most have shutters.

**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.*

Today a residential and resort community along the Cape Cod Bay, the Town of Sandwich was established in 1638 and is thus the oldest town on Cape Cod. Prior to English settlement in the early 17<sup>th</sup> century, the area was inhabited by Native Americans known as the Wampanoags. The earliest non-Native settlers were Puritans from Saugus, Lynn, Duxbury, and Plymouth who established Sandwich's first meetinghouse, the First Parish Meetinghouse (no longer extant) at the intersection of River and Old North (now Main) streets near the Shawme Lake in 1638. Sandwich Village, the area around the meetinghouse, developed as the town center during the late 17<sup>th</sup> century following the upgrade of Main Street as an extension of the Plymouth Colony's "Kind's Highway," making it an important stop along the route between Boston and Cape Cod. The town's population doubled by 1700 to about 100 households, many of which resided in Sandwich Village and the area today encompassing the Town Hall Square Historic District (LHD 1973; NRDIS 1974/updated 2010). As the population increased during this period, the First Parish Meetinghouse was replaced twice, first in 1656 and again in 1703, and was expanded in 1756.

Based largely on agriculture, fishing, and husbandry, Sandwich's economy expanded to include industrial activity in the mid- to late-18<sup>th</sup> century. From the post-Revolutionary War years into the early 19<sup>th</sup> century, and Sandwich Village emerged as the town's social, institutional, and commercial center. This coincided with a population increase and the area experienced further residential development. In response, the First Parish Meetinghouse was expanded for a second time in 1804.

The parish was led by the Rev. Jonathan Burr beginning in April 1787. There was a religious revival in Sandwich during the first decade of the 1800s and 115 people joined the church. This period of revived interest coincided with a shift in views on the part of Burr who, despite his wide liberal background, began preaching strict Calvinistic doctrines. This caused the parish to split in 1813. The existing meetinghouse property and church funds were contested over and were ultimately awarded to the original, more liberal faction. This group aligned with the Unitarians and following the founding of the American Unitarian Association in 1825 became the First Parish Church (Unitarian). The meetinghouse was replaced in 1833 with the present First Parish (Unitarian) Church, 143 Main Street (1833; SDW.202; LHD 1973; NRDIS 1974/updated 2010).

Led by Burr, the Calvinists acquired a nearby parcel along Main Street in November 1813 from John Dillingham. The John Dillingham House, 1 Water Street (1740; SDW.240; LHD 1973; NRDIS 1974/updated 2010), still stands to the southwest of the parcel. The Calvinists immediately built a modest church on the 1/8-acre property, consisting of the northwestern end of the present parcel at 136 Main Street (see Figures 1-6). The Calvinistic Congregational Society in Sandwich was incorporated shortly thereafter in February 1814. Burr resigned from his role as pastor in 1817 and the Rev. David L. Hunn was the minister through 1830. Subsequent leadership included the Rev. Asahel Cobb (1831-1842) and the Rev. Giles Pease (1842-1846). Parish membership grew during the first half of the 19<sup>th</sup> century, and under the leadership of the Rev. Elias Welles, the 1813 meetinghouse was replaced with the present church edifice on the property in 1848.

The Calvinistic Congregational Church, today called the First Church of Christ in Sandwich, was designed by architect Isaac Melvin (1811-1853) of Cambridge. Melvin was born in Concord and worked as a builder in Lexington in the 1830s. He relocated to Cambridge in 1841 where he continued working in construction as a master builder while beginning his career as an architect. Melvin worked solely as an architect by about 1848 and formed a partnership with Isaiah B. Young, whom had previously worked for Melvin. The partnership ended in 1852 when Melvin relocated to San Francisco; he died shortly after his arrival.

The church is said to have been based upon designs from English architectural pattern books and in historical deed records is occasionally referred to as the "Christopher Wren Church." Its design recalls many of the quintessential elements of Wren-Gibbs inspired American churches, principally the columned (in this case articulated with pilasters) entrance portico, steeple laden with tiers of classical details, and lack of religious iconography. Melvin is also known to have been inspired by American architect Asher Benjamin, making use of his influential architectural handbooks promoting the Greek Revival style, *The Practical House Carpenter* (1830) and *The Practice of Architecture* (1833). Melvin's appreciation for the style is evident in the First Church of

*Continuation sheet 2*

## INVENTORY FORM B CONTINUATION SHEET

SANDWICH

136 MAIN STREET

## MASSACHUSETTS HISTORICAL COMMISSION

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Christ in Sandwich and the architect's other known works including the East Lexington Branch Library / The Stone Building, 735 Massachusetts Avenue (1834; LEX.216; LHD 1966; NRIND 1976), the North Avenue Congregational Church, 1797 Massachusetts Avenue (1845; CAM.242; NRIND 1983) in Cambridge, and the First Parish Church, 7 Harrington Road (1847; LEX.56; LHD 1956; NRDIS 1976) in Lexington. Melvin's residential work, including his own dwelling, the Isaac Melvin House, 19 Centre Street (1842; CAM.98; NRIND 1982), also exemplify his preference for the Greek Revival style.

Sandwich reached a population peak in 1855 with about 4,500 residents. In the decades that followed, the town experienced a gradual decline in its agricultural production, maritime industries, and other industries such as its glassworks. Its population dropped to about 3,700 in 1870, falling sharply to 1,500 in 1915. In response, the town's three Protestant churches, the Congregationalists, Unitarians, and Methodists, who worshipped at the Methodist Church, 175 Main Street (ca. 1847; SDW.339; LHD 1973; NRDIS 2010), combined to form the Sandwich Federated Church in 1918. Services were held for three-month periods in each church building, which remained independently owned at the time. After a few years, most services were held at the Unitarian Church, which was easier to heat. Select summer services were held at the Calvinistic Congregational Church. In 1927, the Methodist Church was sold to the Masonic Lodge.

Having fallen into disrepair, the church underwent a renovation in 1960 that included the construction of a rear addition to house offices, meeting spaces, and a new heating facility (see Figure 7). Designed by architect Edgar T. P. Walker, the addition is no longer extant. As part of the project, the wooden beams of the steeple were reinforced with steel corner beams and laced together with a network of steel rods. The basement was dug out and walls were replaced with a new foundation and cement floor. Interior work completed within the original church building included the construction of the chancel area, painting of the sanctuary and pews, and the installation of a new chandelier. The rear parcel boundary appears to have shifted at this time to accommodate the rear addition, based on plans from 1958 and 1968 (Figures 6 and 7, respectively); however deed records for such a conveyance could not be located. With its new heating capabilities, services for the Sandwich Federated Church were shifted to the Calvinistic Congregational Church. In April 1960, the property was conveyed to the Trustees of the Sandwich Federated Church. A few years later in 1965, the Unitarian Church was sold and for many years functioned as the Yesteryears Doll Museum. With the sale of the Unitarian Church, the Sandwich Federated Church dissolved and a new congregation of the United Church of Christ formed, called the First Church of Christ in Sandwich. The Calvinistic Congregational Church building at 136 Main Street was sold to the First Church of Christ in June 1966. A largely theologically and socially liberal denomination, the First Church of Christ continues to own the property and hold religious services to the present.

A multi-phased project to update the church was initiated in the 1970s. The earliest work was completed in the sanctuary included the installation of insulation and a vapor barrier in the walls, new board and plaster, and general painting. In September 1980, the Town of Sandwich conveyed a nearly 24,000 square foot parcel to the First Church of Christ. The undeveloped parcel had been purchased by the town in 1974, and its acquisition by the church gave the parcel at 136 Main Street its current configuration (see Figures 8-9). As the final phase of the project, the rear addition from 1960 was replaced with the present rear addition, completed in February 1985 (see Figure 9). The new addition provided a greater amount of meeting and office space.

In 2001, interior work to the building included the completion of a first-floor choir room adjacent to the chancel and a bathroom and storage space in the basement. The windows across the 1848 section of the church were replaced in 2007 with the financial assistance of Community Preservation Act funds.

Continuation sheet 3

**INVENTORY FORM B CONTINUATION SHEET**

SANDWICH

136 MAIN STREET

**MASSACHUSETTS HISTORICAL COMMISSION**

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Continuation sheet 4

# INVENTORY FORM B CONTINUATION SHEET

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## PHOTOS



Photo 1. The entrance pavilion and steeple of the First Church of Christ fronting Main Street and the partial northeast side elevation, view south.



Photo 2. The entrance pavilion and steeple of the First Church of Christ fronting Main Street and the partial southwest side elevation, view southeast.

*Continuation sheet 5*

# INVENTORY FORM B CONTINUATION SHEET

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Photo 3. Detail view of the First Church of Christ's primary entrance at the northwest elevation, view southeast.



Photo 4. Northeast and partial rear (southeast) elevations of the First Church of Christ, view west.

Continuation sheet 6

# INVENTORY FORM B CONTINUATION SHEET

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Photo 5. Partial rear elevation of the First Church of Christ, view northwest.



Photo 6. Partial rear and southwest elevations of the First Church of Christ, view north.

*Continuation sheet 7*

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Photo 7. Interior view of the sanctuary within the First Church of Christ, view southeast.



Photo 8. Interior view of the sanctuary within the First Church of Christ, view north.

Continuation sheet 8

# INVENTORY FORM B CONTINUATION SHEET

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Photo 9. First floor meeting space within the 1985 addition to the First Church of Christ, view south.



Photo 10. Second floor classroom within the 1985 addition to the First Church of Christ, view northwest.

*Continuation sheet 9*

# INVENTORY FORM B CONTINUATION SHEET

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## FIGURES

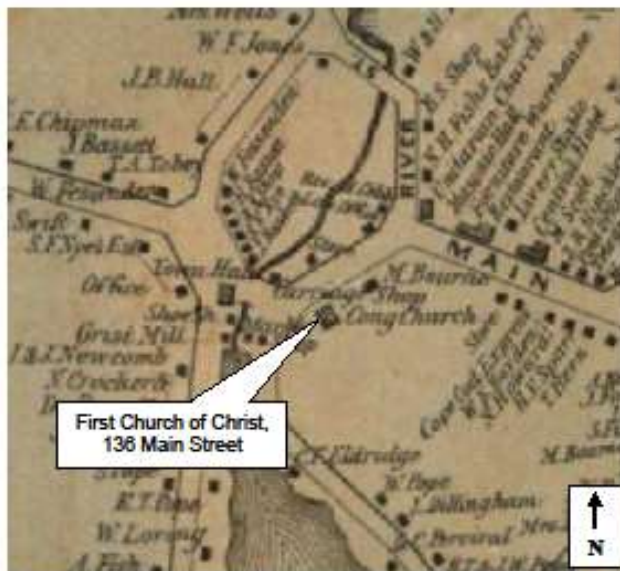


Figure 1. 1858 map showing the First Church of Christ, at the time called the Calvinistic Congregational Church and labeled the "Cong Church." Source: Henry F. Walling, *Map of the Counties of Barnstable, Dukes, and Nantucket, Massachusetts* (Boston, MA: D. R. Smith & Company, 1858).



Figure 2. 1880 map showing the First Church of Christ, at the time called the Calvinistic Congregational Church and labeled the "Cong Ch." Source: George H. Walker & Company, *Atlas of Barnstable County, Massachusetts* (Boston, MA: George H. Walker & Company, 1880), pgs. 20-21.

Continuation sheet 10

# INVENTORY FORM B CONTINUATION SHEET

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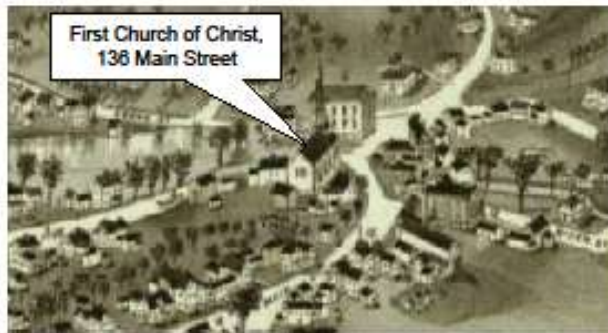


Figure 3. 1884 bird's-eye view (looking west) of Sandwich showing the First Church of Christ, at the time called the Calvinistic Congregational Church and labeled number 18. Source: A. F. Poole, *Sandwich Village, Barnstable County, Massachusetts* (Brockton, MA: A. F. Poole, 1884).



Figure 4. 1905 map showing the First Church of Christ, at the time called the Calvinistic Congregational Church and labeled the "Cong. Ch." Source: Walker Lithography Publishing Company, "Part of Town of Sandwich" in *Atlas of Barnstable County, Massachusetts* (Boston, MA: Walker Lithography Publishing Company, 1905).

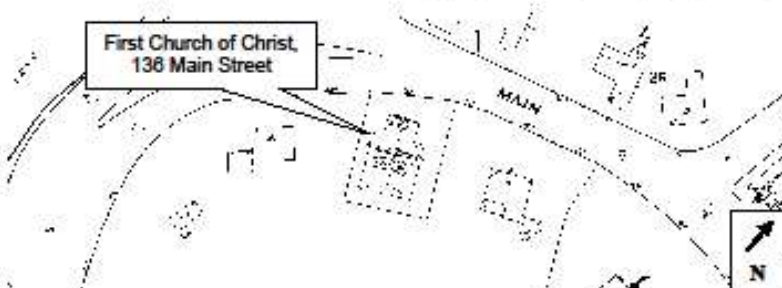


Figure 5. 1915 map showing the First Church of Christ, at the time called the Calvinistic Congregational Church and labeled the "Cong'l. Church." Source: Sanborn Map Company, *Sandwich, Massachusetts* (New York, NY: Sanborn Map Company, 1915), sheet 3.

Continuation sheet 11

# INVENTORY FORM B CONTINUATION SHEET

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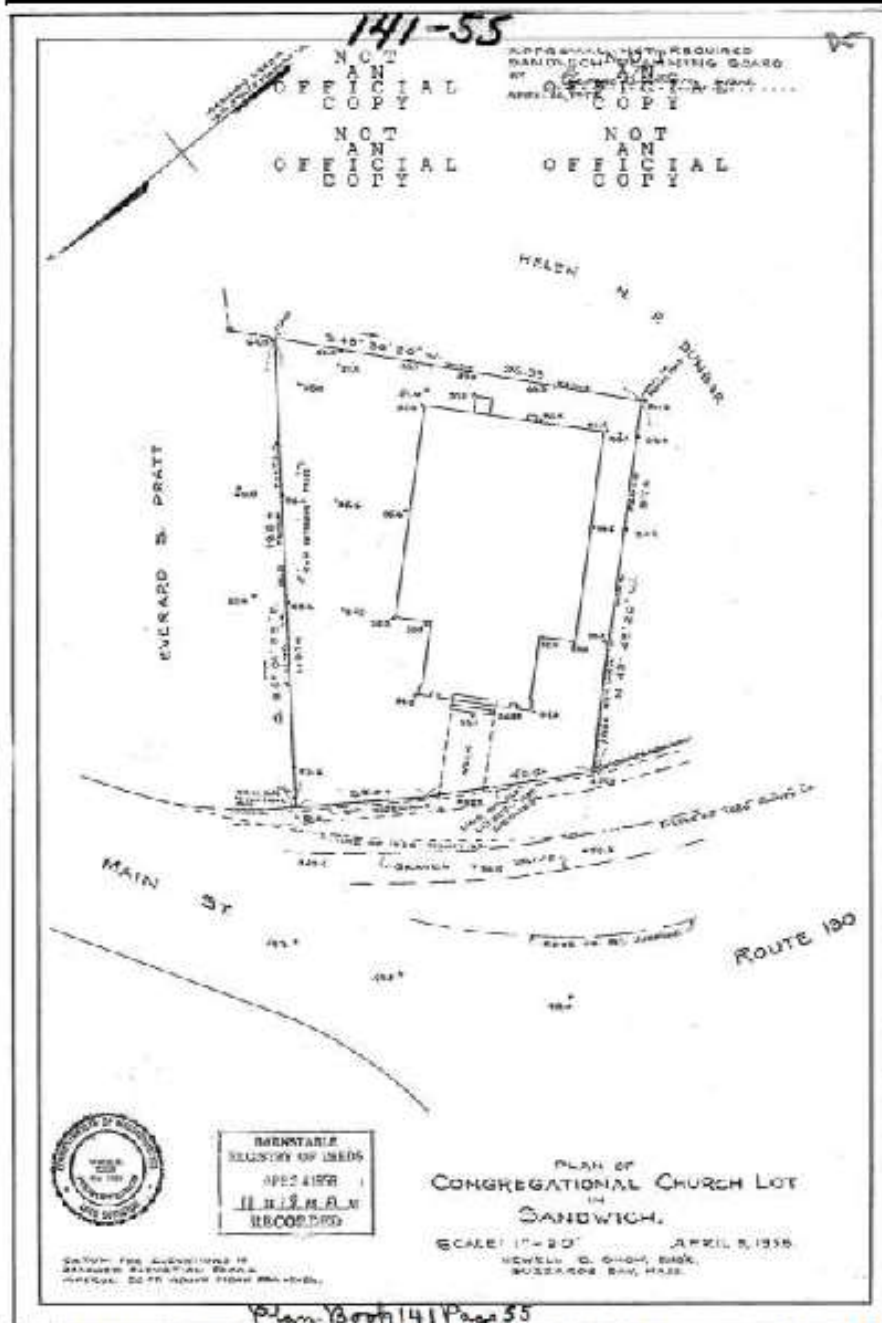


Figure 6. 1958 plan showing the original parcel boundaries and building footprint of the First Church of Christ, at the time called the Calvinistic Congregational Church. Source: Barnstable County Registry of Deeds, recorded plan bk. 141, pg. 55 (1958).

Continuation sheet 12

# INVENTORY FORM B CONTINUATION SHEET

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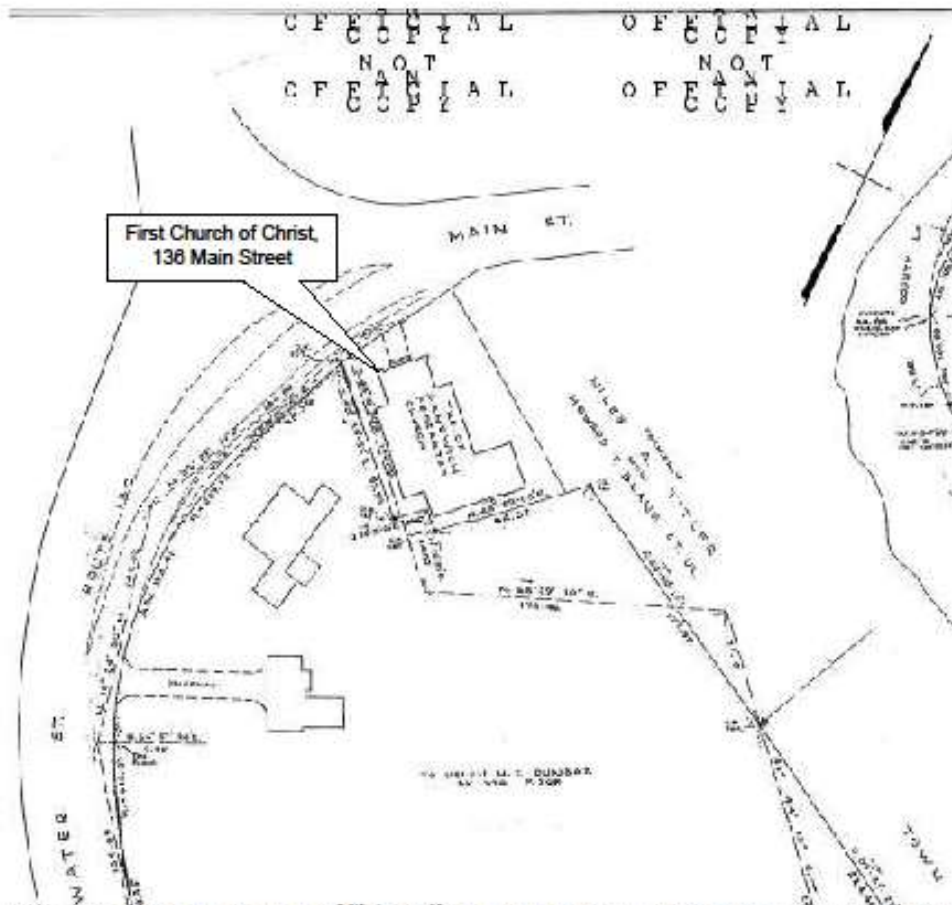


Figure 7. 1968 plan showing the First Church of Christ with its 1960 addition (no longer extant). Source: Barnstable County Registry of Deeds, recorded plan bk. 228, pg. 147 (1968).

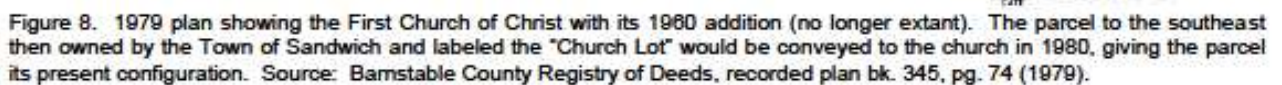
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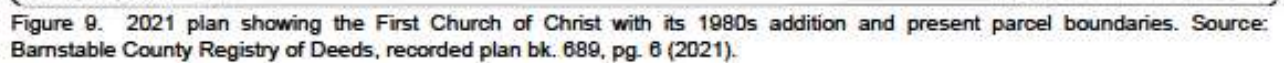
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## EXHIBIT D

### Photographs of the Building

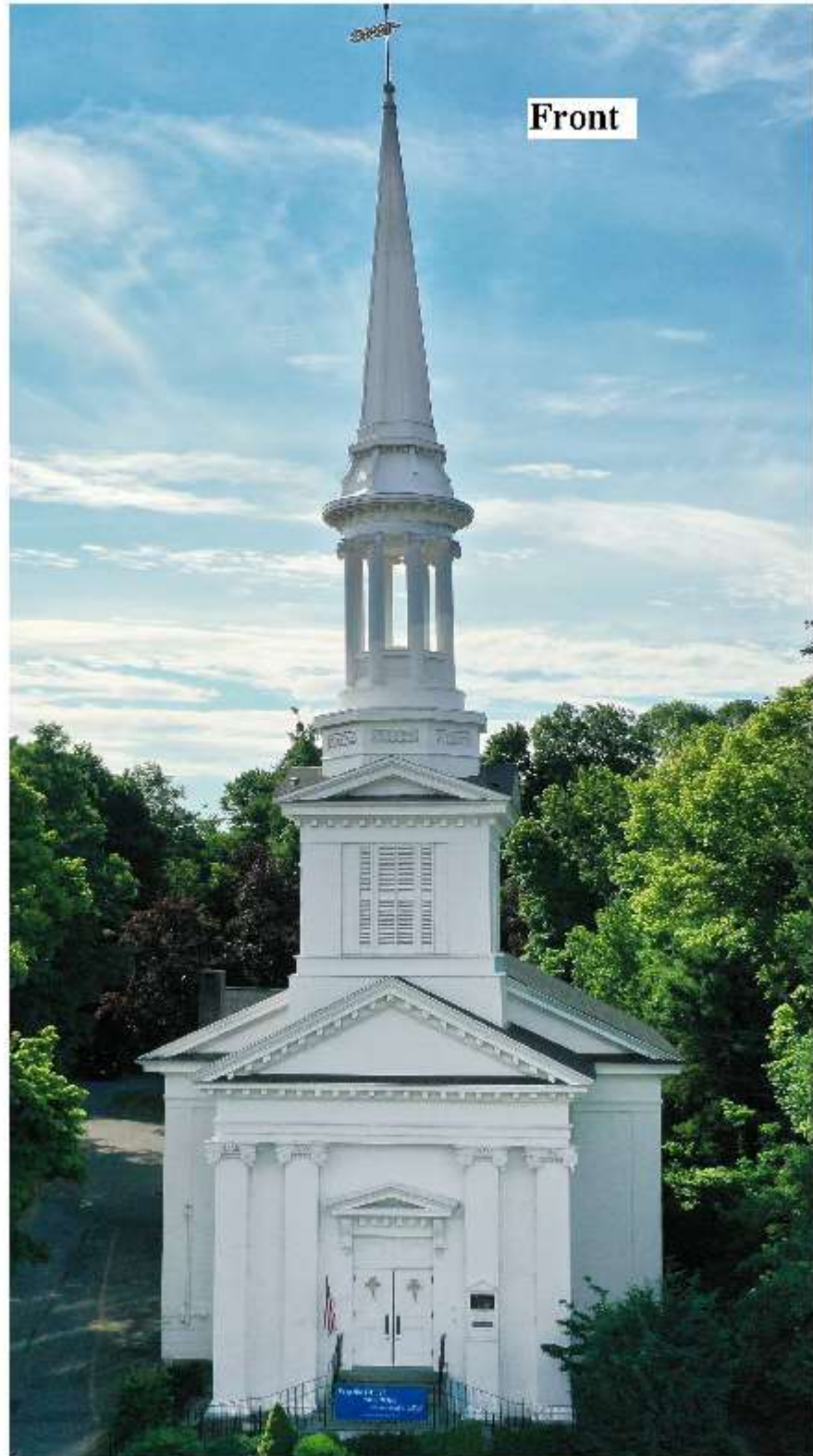


Photo 1, Front Elevation. [December 2020]



Photo 2, Front Left Elevation. [December 2020]



Photo 3, Front Right Elevation. [December 2020]



**Right  
Steeple**

Photo 4, Right Side Elevation and Steeple. [December 2020]



Photo 5, Collage of Details on Front Elevation. [December 2020]



Photo 6, Left Elevation. [December 2020]



**Left Side**

Photo 7, Left Elevation. [December 2020]



Photo 8, Rear Elevation. [December 2020]

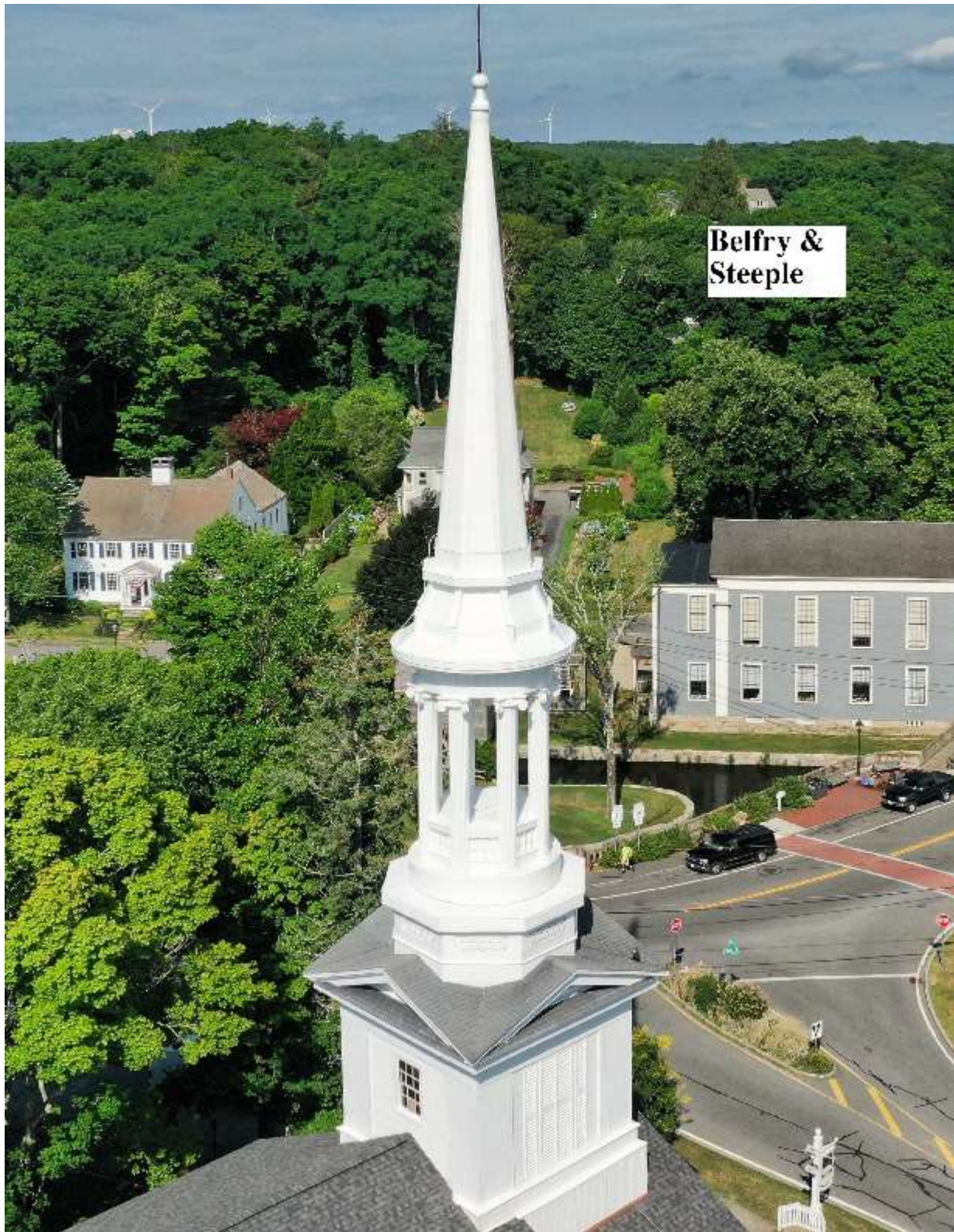


**Rear - Right**

Photo 9, Rear Right Elevation. [December 2020]



Photo 10, Right Elevation. [December 2020]



**Belfry &  
Steeple**

Photo 11, Belfry & Steeple. [December 2020]

## EXHIBIT E

### Historic Images of the Building

**MHC INVENTORY FORM CONTINUATION SHEET**  
*MHC Inventory scanning project, 2008-2009*

MACRIS No. SDW. 734

