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HISTORIC PRESERVATION RESTRICTION
between
AMERICAN YOUTH HOSTELS, INC.
and
THE TOWN OF NANTUCKET, MASSACHUSETTS

THIS PRESERVATION RESTRICTION is made between American Youth Hostels, Inc. ("Grantor"), a New York corporation, and the Town of Nantucket ("Grantee"), acting by and through its Board of Selectmen, a governmental body in the Commonwealth of Massachusetts, to be administered, managed, and enforced by its Historic District Commission ("HDC").

WHEREAS, Grantor is the owner in fee simple of a certain real property located in the Town and County of Nantucket, Commonwealth of Massachusetts, situated at 31 Western Avenue, as evidenced by a deed recorded in Book 124, Page 71 at the Nantucket Registry of Deeds and more particularly described in Exhibit A attached hereto (hereinafter "the Property"), said Property including the following structures:

(a) the former Surfside Life Saving Station, now known as the Star of the Sea Youth Hostel (hereinafter "the Main Building"), which contains a Victorian Gothic Style two-story wood-frame structure built in 1874 and flanking Shingle Style shed additions built in 1884;

(b) a one-story wood-frame structure built originally as a privy and storehouse now converted to residential use and known as the Surfside Life Saving Station Cottage (hereinafter "the Cottage");

(c) the former Stable, now known as the Dormitory (hereinafter "the Dormitory"), which is a one-and-one-half-story wood frame structure of vernacular design built between 1900 and 1919; and

(d) a former storage shed (hereinafter "the Shed"), which is a one-story concrete-block structure of utilitarian design built during the mid-twentieth century, probably between 1930 and 1950.

(The Main Building, the Cottage, and the Dormitory are referred to hereinafter as "the Historic Buildings.")

WHEREAS, Grantee, pursuant to Chapter 289 of the Acts of 1996, Section 3.3; MGL C. 184, Sections 3l, 32, and 33 (the "Act"); and MGL C. 44B, is authorized to accept preservation restrictions;

WHEREAS, Grantee has required imposition of this preservation restriction as a condition of a grant of Community Preservation Act funds pursuant to Article 21 of the 2004 Nantucket Annual Town Meeting;

WHEREAS, Grantee hereby designates the Historic District Commission to administer, manage, and enforce this preservation restriction;

WHEREAS, the HDC, designee, is a governmental body whose purposes include the preservation and protection of sites, buildings, and objects of historical significance;

WHEREAS, the Main Building stands as a significant example of Victorian Gothic (a/k/a Stick Style) architecture to which Shingle Style elements have been added in the form of a belvedere and shed additions, and the Cottage and the Dormitory stand as characteristic outbuildings that were integral to the function of the Surfside Life Saving Station during its period of use by the U.S. Life Saving Service;

WHEREAS, the Property is located within the Nantucket Historic District, listed on the National Register of Historic Places and as a National Historic Landmark on November 13, 1966, is included in the Nantucket Historic District established by the Town of Nantucket on June 4, 1970, and is included in the Massachusetts State Register of Historic Places;

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

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

WHEREAS, the Baseline Documentation recorded herewith as Exhibits A through H shall consist of the following: Exhibit A: Legal Description of the Property; Exhibit B: "Building Location Plan of Land in Nantucket, Mass." prepared by Blackwell & Associates dated September 1, 1998; Exhibit C: a set of seventeen photographs of the Property taken by Brian Pfeiffer on February 24, 2005; Exhibits D, E, and F: a Massachusetts Historical Commission Survey Form B for each of the Historic Buildings; Exhibit G: Historic American Buildings Survey; and Exhibit H: Restriction Guidelines.

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in preserving and maintaining the Historic

Buildings and their architectural, historic and cultural features for the benefit of the people of Nantucket, County of Nantucket, the Commonwealth of Massachusetts, and the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction (hereinafter "this Restriction") in gross in perpetuity on the Property pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto Grantee with QUITCLAIM COVENANTS this Restriction in gross in perpetuity over the Property.

1. **Purpose.** It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Historic Buildings, and the structural integrity of their original wooden frames, will be retained and maintained forever substantially in their current condition for preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the preservation values of the Historic Buildings.

2.1 **Grantor's Covenants: Maintenance.** Grantor agrees at all times to maintain the exterior of the Historic Buildings in the same structural condition and state of repair to that existing on the effective date of this Restriction. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Historic Buildings in substantially the same structural condition and state of repair to that existing on the date of this Restriction. Subject to the casualty provisions of paragraphs 7 and 8, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Historic Buildings whenever necessary in accordance with maintenance guidelines published by the Massachusetts Historical Commission (a copy of which is attached as Exhibit H and hereinafter referred to as the "Restriction 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 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"), the Secretary's Standards shall govern. Grantor's obligation to maintain shall be subject to the provisions of paragraph 6(b).

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 Historic Buildings shall not be demolished, removed, or razed except as provided in paragraphs 7 and 8;

(b) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property; and

(c) no above-ground utility transmission lines, except those reasonably necessary for the existing structures, may be created on the Property, subject to utility easements already recorded.

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

(a) change the exterior construction materials, or improve, alter, construct additions to, reconstruct, or change the facades (including fenestration) or roof of the Historic Buildings; but the provisions of this paragraph shall not apply to maintenance carried out in accordance with the provisions of paragraph 6(b).

(b) conduct Major Maintenance to the exterior of the Historic Buildings, and conduct Minor Maintenance that reasonably may be expected to materially change the appearance, materials, or workmanship of the exterior of the Historic Buildings relative to that existing on the date of this Restriction, as such maintenance is defined in the Restriction Guidelines.

(c) relocate the Historic Buildings on the Property.

(d) construct additional buildings or structures on the Property or enlarge, change the footprint of, or relocate the Shed.

This paragraph 3.1 shall not be construed to allow Grantee approval of the prohibited activities described in paragraph 2.2.

The HDC review procedures described herein pertain to the rights and obligations created by this Restriction. As such, they are not in replacement of any HDC review procedures which may be applicable to the Property pursuant to laws and regulations generally applicable to construction and remodeling of historic properties in the Town and County of Nantucket.

3.2 **Review of Grantor's Requests for Approval.** Grantor shall submit to the HDC for the HDC's review all matters which require HDC approval under

paragraph 3.1. Each submission shall include 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 the HDC a timetable for the proposed activity sufficient to permit the HDC to monitor such activity. Within sixty (60) days of the HDC's receipt of any plan or written request for approval hereunder, the HDC 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 the HDC shall provide Grantor with written suggestions for modification or a written explanation for the HDC's disapproval. Any failure by the HDC 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 the HDC of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted; provided that such submission clearly displays a copy of the first part of this sentence (before the semicolon) in all-capital letters.

3.3 **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 Grantor and approved in writing by the HDC and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

4. **Standards for Review.** In exercising any authority created by the Restriction to inspect the Historic Buildings; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Historic Buildings following casualty damage: the HDC shall apply the Secretary's Standards.

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

6. **Grantor's Reserved Rights Not Requiring Further Approval by the HDC.** 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 the HDC without further approval by the HDC:

(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 preservation values of the Historic Buildings; and (iii) are not inconsistent with the Purpose of this Restriction;

(b) the right to conduct Minor Maintenance of the Historic Buildings, as maintenance is defined in the Restriction Guidelines, that is not

reasonably expected to make material changes in the exterior appearance of the Historic Buildings, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor use in-kind material 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 maintaining in good condition the exterior appearance and construction of the Historic Buildings.

(c) the right to make changes of any kind to the interior of the Historic Buildings, provided that any such changes that alter the exterior of the Historic Buildings or otherwise affect the structural integrity of their original wooden frames shall be subject to the provisions of paragraph 3.1(a).

(d) the right to maintain, remodel or rebuild the Shed without changing the footprint, height, or location of such structure; and the right to demolish, remove, or raze the Shed.

7. **Casualty Damage or Destruction.** In the event that the exterior of the Historic Buildings shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the HDC in writing within fourteen (14) days 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 Historic Buildings and to protect public safety, shall be undertaken by Grantor without the HDC's prior written approval of the work. Within ninety (90) days of the date of damage or destruction, if required by the HDC, Grantor at its expense shall submit to the HDC a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the HDC, 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 Historic Buildings and/or reconstruction of damaged or destroyed portions of the Historic Buildings; and

(c) a report of such restoration/reconstruction work necessary to return the Historic Buildings to the condition existing at 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 the HDC agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and

the HDC shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Historic Buildings 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 the HDC agree that restoration/reconstruction of the Historic Buildings 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 HDC, alter, demolish, remove or raze the Historic Buildings, and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 22 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 the HDC 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 arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances.

9. **Insurance.** Grantor shall keep the Historic Buildings insured by an insurance company rated "A-l" 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 coverage shall be in form and amount sufficient to replace fully the damaged Historic Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the HDC, within ten (10) business days of the HDC's written request therefor, 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.

10. **Indemnification.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, 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 Historic Buildings; the presence or release in, on, or about the Historic Buildings, 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 or other damage occurring on or about the Historic Buildings. Such indemnity shall not be required whenever such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. 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. **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 mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered; if to Grantor, then at 8401 Colesville Road, Silver Spring, MD 20910; and if to Grantee, then to 16 Broad Street, Nantucket, MA 02554, with copy to the HDC.

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

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 Restriction to the extent of Grantee's knowledge thereof.

13. **Inspection.** With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the interior and exterior of the Historic Buildings 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. Additional inspections shall be scheduled within ten (10) days of Grantee's request based on reasonable cause for inquiry.

14. **Grantee's Remedies.** Grantee may, following 30 days' written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Historic Buildings to the condition and appearance required under this Restriction. 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 expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all reasonable court costs, and attorneys', architectural, engineering, and expert-witness fees. In the event 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.

15. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within ten (10) 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 Grantee to explain the terms of the Restriction 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 manner as a mechanic's lien under M.G.L. Chapter 254, Section 5; except that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property.

18. **Runs with the Land.** Except as provided in paragraphs 8 and 22, 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.

The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or 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 thereof, 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 120 days.

19. **Assignment.** Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a private local, state, or national organization that qualifies under the Act and other applicable law as an eligible donee, whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Restriction was granted will continue to be carried out. In the event Grantee chooses to assign this Restriction, the assignment shall be made to Nantucket Preservation Trust, Inc. However, if that organization does not agree to accept assignment and or does not satisfy the requirements for an assignment under this Paragraph 19, Grantee may assign this Restriction to a qualified organization of Grantee's choice; but Grantee shall not make any such assignment without first giving 60 days' written notice to Grantor of the proposed assignment.

20. **Alternate Designee.** Grantee may, at its discretion, remove and replace the HDC as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

In the event that Grantee makes an alternate designation, the new designee shall accept the designation in writing recorded at the Nantucket Registry of Deeds, and such designation shall take effect upon the recording of such acceptance or upon any later date which is specified in the acceptance. The taking effect of an alternate designation shall automatically terminate the rights and obligations of the prior designee.

21. **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 Nantucket, Massachusetts. 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 Nantucket, Massachusetts.

22. **Extinguishment.** Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Historic Buildings resulting from casualty. Such an

extinguishment must be the result of a judicial proceeding and shall meet the requirements of the Act for extinguishment. In the event of a sale of the Property, net proceeds of sale shall be paid as provided in Paragraph 26.

23. **Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid as provided in Paragraph 26.

24. **Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of this Restriction:

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

(b) This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire 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 in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either 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 purposes of both this Restriction and such ordinance or regulation.

(e) The provisions herein that apply to "the Historic Buildings" shall apply to the restricted buildings individually as context so requires.

25. **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 this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic 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 Nantucket, Massachusetts. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

26. **Return of Community Preservation Fund Monies.** If circumstances arise which render this Restriction impossible to perform or this Restriction is released or terminated for any reason, then upon payment of insurance proceeds payable on account of the destruction of the Historic Buildings, or upon a sale, exchange, or involuntary conversion of the Property resulting in termination or release of this Restriction, Grantor shall return to the Town of Nantucket the "CPC Sum" (as defined below). The sum so paid shall be deposited to the Community Preservation Fund ("CPF") maintained by the Town of Nantucket pursuant to MGL C.44B or its successor statute.

The "CPC Sum" shall be determined as follows:

(a) If the particular CPF grant (the "Grant") as to which the calculation is being made was expended for Depreciable Improvements, then the CPC Sum shall be the total Grant decreased by five percent (5%) for each whole year elapsed since the date on which the Grant was fully funded. In no event will the CPC Sum be a negative number, so that the CPC Sum will be zero if more than twenty years has elapsed since the Grant was fully funded.

(b) If the Grant as to which the calculation is being made was expended for Non-Depreciable Improvements, then the CPC Sum shall be the total Grant.

At the time of awarding a grant of funds from the CPF, the Town of Nantucket Community Preservation Committee will determine whether, or to what extent, the activities being funded will result in Depreciable Improvements or Non-Depreciable Improvements.

This Restriction is given in consideration of one or more grants totaling $261,000.00 which resulted in 100% Depreciable Improvements and 0% Non-Depreciable Improvements.

If a subsequent grant of CPF monies is given for the benefit of the Property, the amount of the grant and the character of the improvements funded thereby will be noted on a recordable memorandum executed by the Nantucket Community Preservation Committee and by Grantor, and such memorandum will be recorded at the Nantucket Registry of Deeds with marginal reference to this Restriction. In addition, the parties agree to execute and record such a memorandum stating the date on which the initial or subsequent grants were fully funded.

TO HAVE AND TO HOLD this Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands this 4th day of June, 2007.

GRANTOR: AMERICAN YOUTH HOSTELS, INC.

Russell Hedge
Chief Executive Officer

STATE OF Maryland

Montgomery County, ss.

On this 4th day of June, 2007, before me, the undersigned notary public, personally appeared Russell Hedge, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Executive Officer of American Youth Hostels, Inc., a corporation.

(seal)

SHERRY L. BUKOWSKI NOTARY PUBLIC MY COMMISSION EXPIRES 2/01/11 MONTGOMERY COUNTY, MD

Notary Public

My commission expires: Feb 1, 2011

05/31/2007 15:37 FAX 5082286223 C.RICHARDLOFTIN 015/015

GRANTEE: NANTUCKET BOARD OF SELECTMEN

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 June 27, 2007, we voted to approve the foregoing Historic Preservation Restriction by American Youth Hostels, Inc. as being in the public interest. We accept said Restriction pursuant to the authority of MGL C. 44B and Article 21 of the 2004 Nantucket Annual Town Meeting. Further, we hereby designate the Nantucket Historic District Commission as our agent to administer, manage, and enforce this Restriction, subject to our reserved right to appoint an alternate designee according to the procedures stated in this Restriction.

Board of Selectmen of the Town of Nantucket

Whitey Willauer

Allen Reinhard

Brian Chadwick

Michael Kopko

Patricia Roggeveen

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 27th day of June, 2007, before me, the undersigned notary public, personally appeared ~~Michael Kopko~~, Brian Chadwick, Whitey Willauer, ~~Allen Reinhard,~~ Patricia Roggeveen, all personally known to me to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as Selectmen.

Tracy Murray
Notary Public

(seal)

My commission expires: 4/22/07

ACCEPTANCE
NANTUCKET HISTORIC DISTRICT COMMISSION

We, the undersigned, constituting a majority of the members of the Nantucket Historic District Commission, do hereby accept designation by the Town of Nantucket Board of Selectmen to serve as its agent to administer, manage, and enforce this Preservation Restriction granted by American Youth Hostels, Inc.

DIRK ROGGEVEEN

Linda F. Williams 7/10/07

VALERIE G.B. NORTON

Diane W. Coombs

John McLaughlin 7/10/07

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 10th day of June, 2007, before me, the undersigned notary public, personally appeared Dirk Roggeveen, Linda Williams, Valerie Norton, Diane Coombs, John McLaughlin all personally known to me to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Nantucket Historic District Commission.

Notary Public

My commission expires:

JAMES EVERETT GRIEDER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 15, 2008

(seal)

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 Preservation Restriction to the Town of Nantucket (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to M.G.L., Chapter 184, Section 32.

By: Brona Simon
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 20th day of July, 2007, before me, the undersigned notary public, personally appeared Brona Simon, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director and Clerk of the Massachusetts Historical Commission.

Nancy Maida
Notary Public

(seal)

My commission expires:
January 19, 2012

LIST OF EXHIBITS

A) Legal Description

B) Building Location Plan

C) Photographs

D) Massachusetts Historical Commission Survey Form B for Main Building

E) Massachusetts Historical Commission Survey Form B for Cottage

F) Massachusetts Historical Commission Survey Form B for Dormitory

G) Historic American Buildings Survey

H) Restriction Guidelines

EXHIBIT A

The land with improvements thereon in the Town and County of Nantucket, Commonwealth of Massachusetts, situated at 31 Western Avenue and bounded and described as follows:

Beginning at a point on the Northerly line of Western Avenue at the Westerly line of Station Street; thence Northerly along Station Street, 193.8 feet to the Northerly line of Lot 10 in Block 39; thence Westerly along the Northerly line of Lot 10 and along the Northerly line of Lot 25, 150 feet to a point; thence Southerly through the centre of Lots numbered 25, 24, 23 and 22, and along the boundary line between Lots numbered 19 and 20, 215 feet more or less to the Northerly line of Western Avenue; thence Easterly along the Northerly line of Western Avenue, 150.45 feet to a point.

Said land is shown as Lots 10-19 and the eastern half of Lots 22-25 in Block 39 on a Plan dated Nov. 16, 1921, and recorded in Plan Book 7, Page 5 at the Nantucket Registry of Deeds.

Said land is subject to the following encumbrances of record:

1. Boundary line agreement recorded in Book 1076, Page 281; as affected by a vote recorded in Book 1076, Page 279.

2. Affidavit recorded in Book 1080, Page 144.

3. Preservation restriction given to Massachusetts Historical Commission recorded in Book 173, Page 130, to the extent in force and applicable.

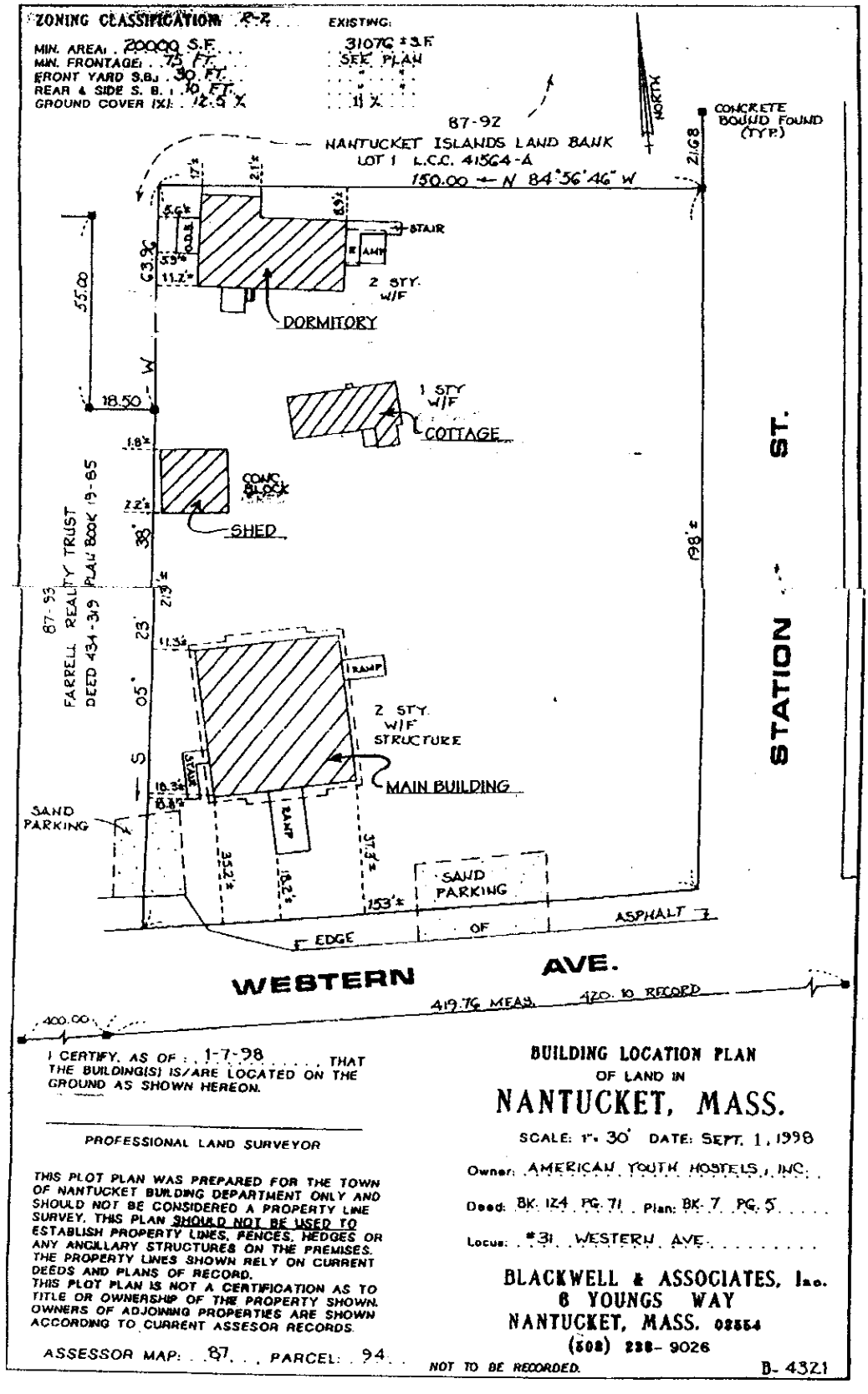
4. Special permits recorded in Book 641, Page 25 and in Book 754, Page 336.

For title reference, see the deed recorded in Book 124, Page 71 at said Registry.

EXHIBIT B

"Building Location Plan of Land in Nantucket, Massachusetts at 31 Western Avenue", Blackwell & Associates, September 1, 1998

[scale reduced]



I CERTIFY, AS OF: 1-7-98 THAT THE BUILDING(S) IS/ARE LOCATED ON THE GROUND AS SHOWN HEREON.

PROFESSIONAL LAND SURVEYOR

THIS PLOT PLAN WAS PREPARED FOR THE TOWN OF NANTUCKET BUILDING DEPARTMENT ONLY AND SHOULD NOT BE CONSIDERED A PROPERTY LINE SURVEY. THIS PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY LINES, FENCES, HEDGES OR ANY ANCILLARY STRUCTURES ON THE PREMISES. THE PROPERTY LINES SHOWN RELY ON CURRENT DEEDS AND PLANS OF RECORD.
THIS PLOT PLAN IS NOT A CERTIFICATION AS TO TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT ASSESOR RECORDS.

ASSESSOR MAP: 87 PARCEL: 94

BUILDING LOCATION PLAN
OF LAND IN
NANTUCKET, MASS.

SCALE: 1" = 30' DATE: SEPT. 1, 1998

Owner: AMERICAN YOUTH HOSTELS, INC.

Deed: BK. 124 PG. 71 Plan: BK. 7 PG. 5

Locus: #31 WESTERN AVE.

BLACKWELL & ASSOCIATES, Inc.
6 YOUNGS WAY
NANTUCKET, MASS. 02554
(508) 228-9026

NOT TO BE RECORDED.

B-4321

Photo #2 of 17 façade main entry & ramp

Photo #3 of 17 façade detail of decorative truss

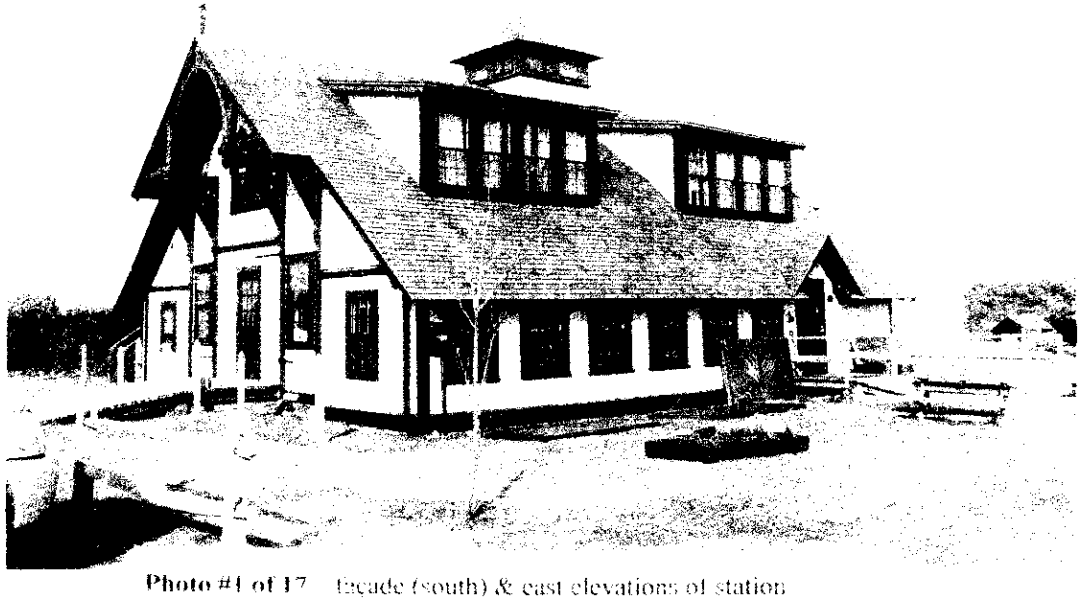


Photo #1 of 17 façade (south) & east elevations of station

MA: NANTUCKET 31 Western Avenue - 2/24/05
Photo #2 of 17 - Surfside Life Saving Station
Façade (south elevation) detail of main entry & ramp

MA: NANTUCKET 31 Western Avenue - 2/24/05
Photo #3 of 17 - Surfside Life Saving Station
Façade (south elevation) detail of decorative
hammerbeam truss at gable

MA: NANTUCKET 31 Western Avenue - 2/24/05
Photo #1 of 17 - Surfside Life Saving Station
Façade (south elevation) & east elevation

Photo #5 of 17 east elevation entry, ramp & dormer

Photo #6 of 17 north elevation

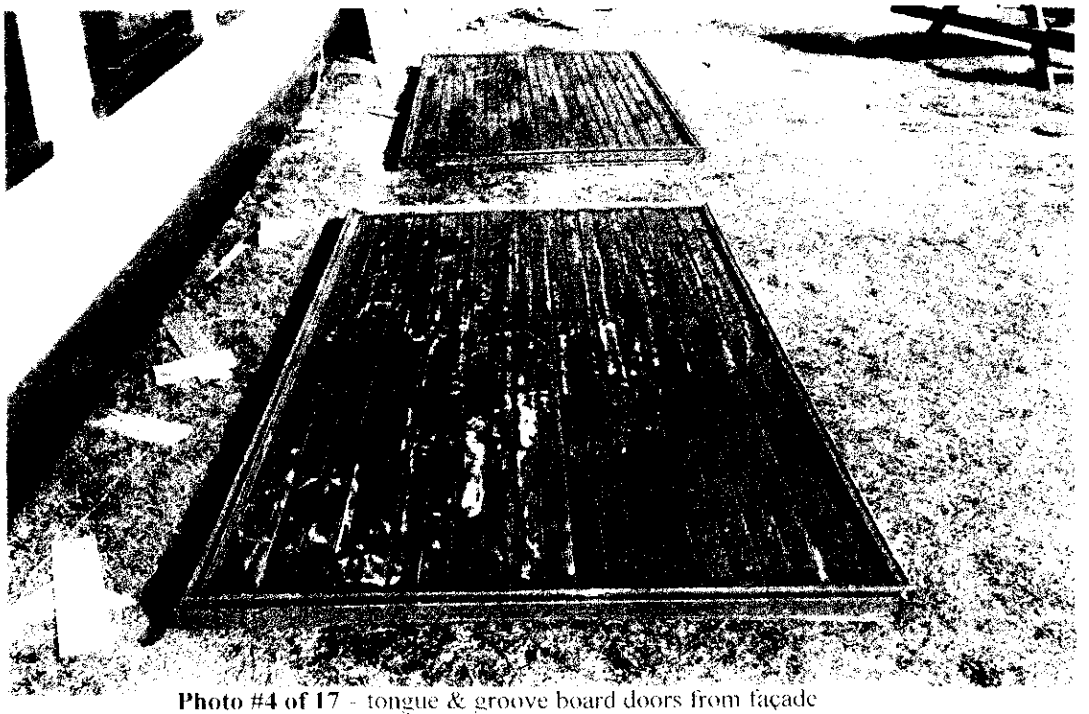


Photo #4 of 17 - tongue & groove board doors from façade

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #5 of 17 - Surfside Life Saving Station
East elevation view of rear entry, ramp and dormer

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #6 of 17 - Surfside Life Saving Station
North elevation

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #4 of 17 - Surfside Life Saving Station
Detail of tongue-and-groove board doors from façade (south elevation) during repair

Photo #8 of 17 west elevation view of rear entry

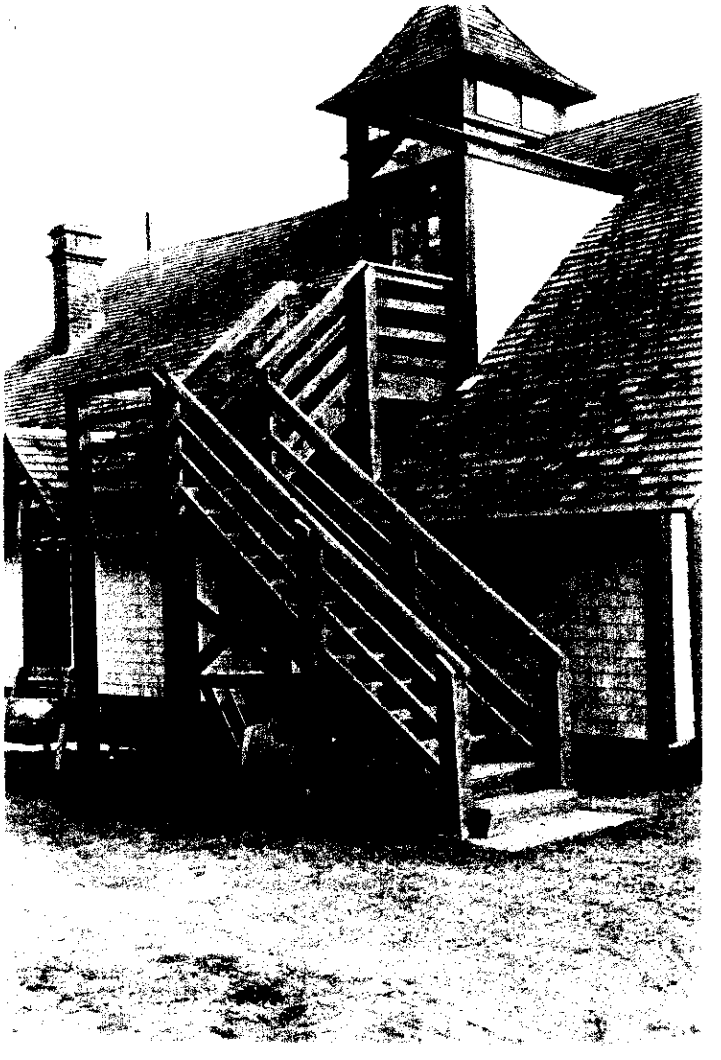


Photo #9 of 17 west elevation added dormer & escape

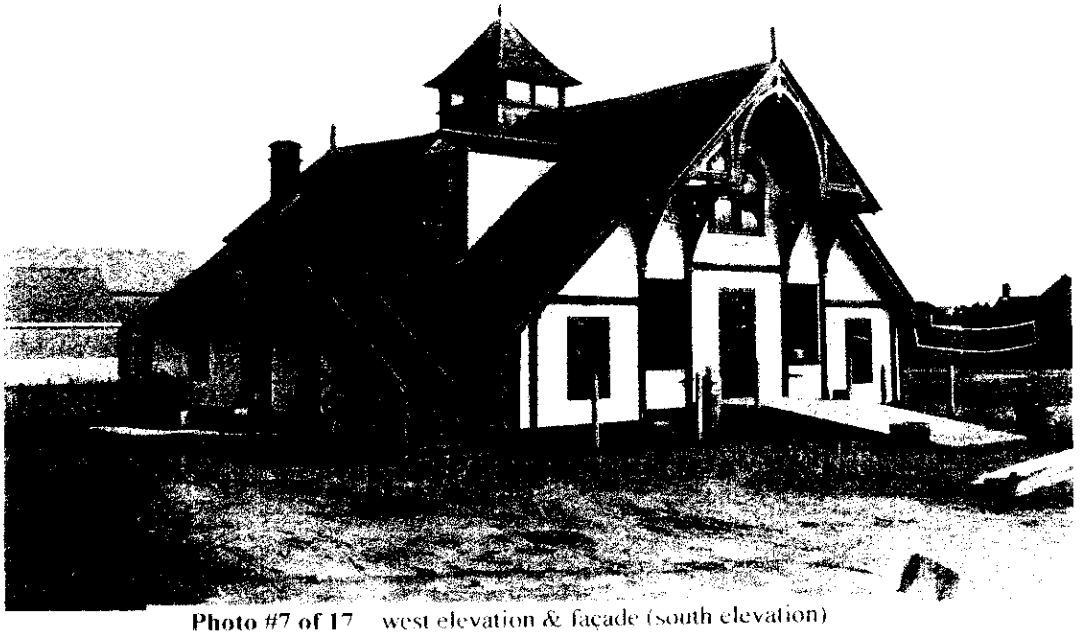


Photo #7 of 17 west elevation & façade (south elevation)

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #8 of 17 - Surfside Life Saving Station
West elevation - view of rear entry

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #9 of 17 - Surfside Life Saving Station
West elevation - view of added dormer & fire escape

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #7 of 17 - Surfside Life Saving Station
West elevation and façade (south elevation)

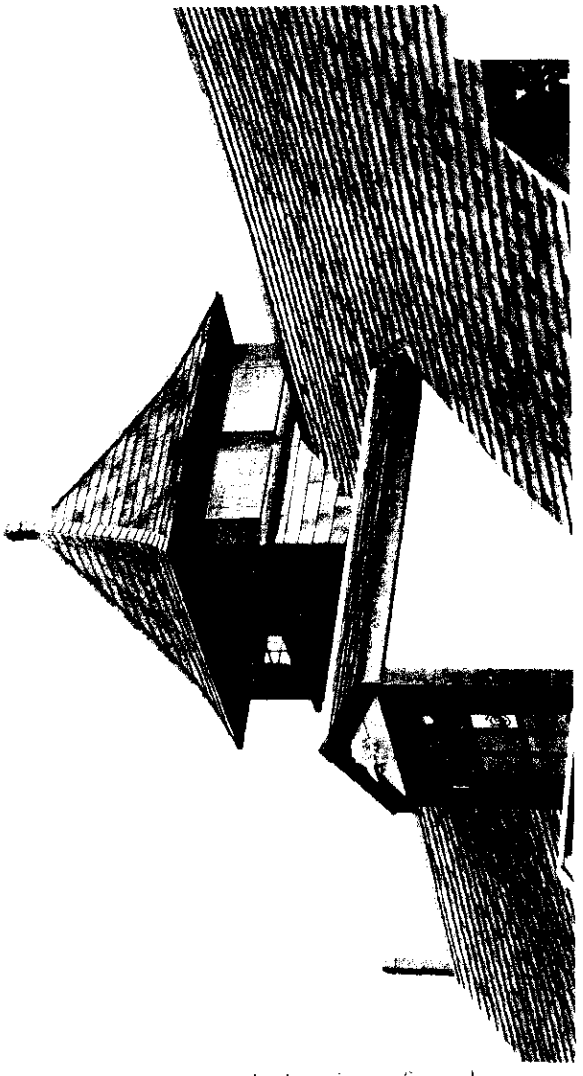


Photo #10 of 17 west & south elevations of cupola

Photo #12 of 17 Cottage west elevation

Photo #11 of 17 Cottage west & south elevations

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #10 of 17 - Surfside Life Saving Station
West & south elevations of cupola

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #12 of 17 - Surfside Life Saving Station
West elevation

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #11 of 17 - Surfside Life Saving Station
West & south elevations (left to right)

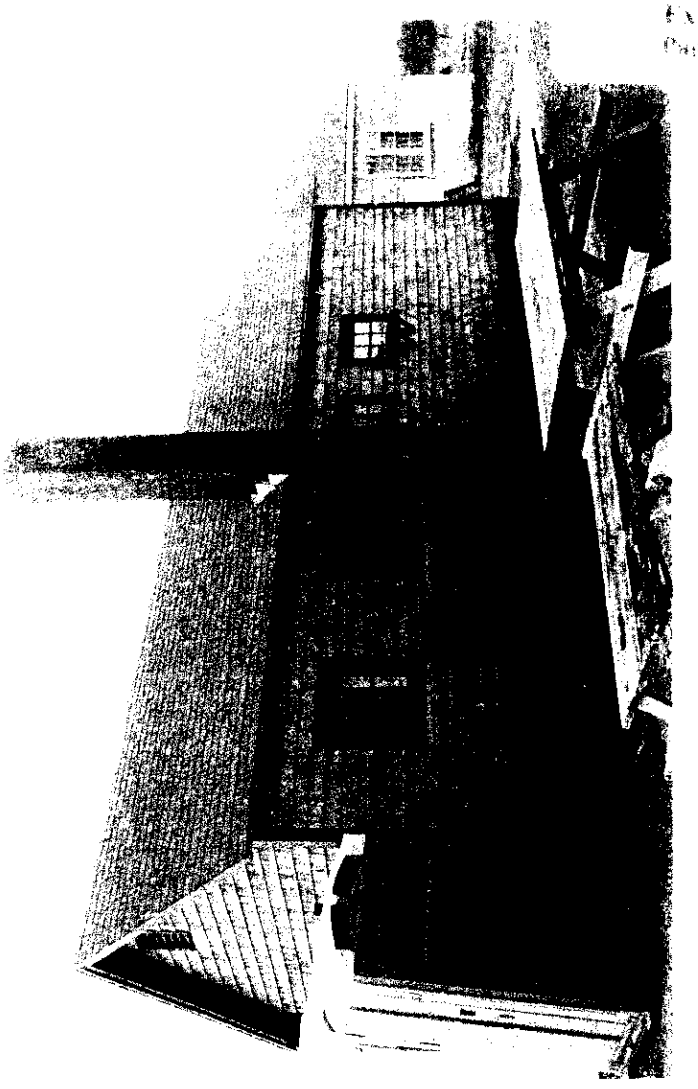


Photo #13 of 17 Cottage - north elevation

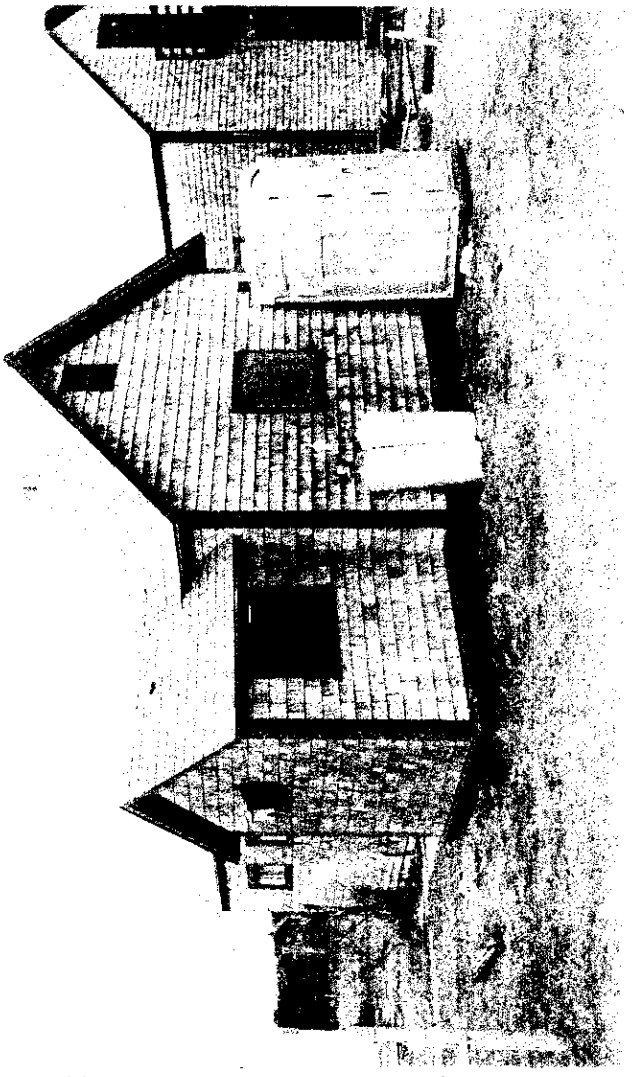


Photo #14 of 17 Cottage east & south elevations

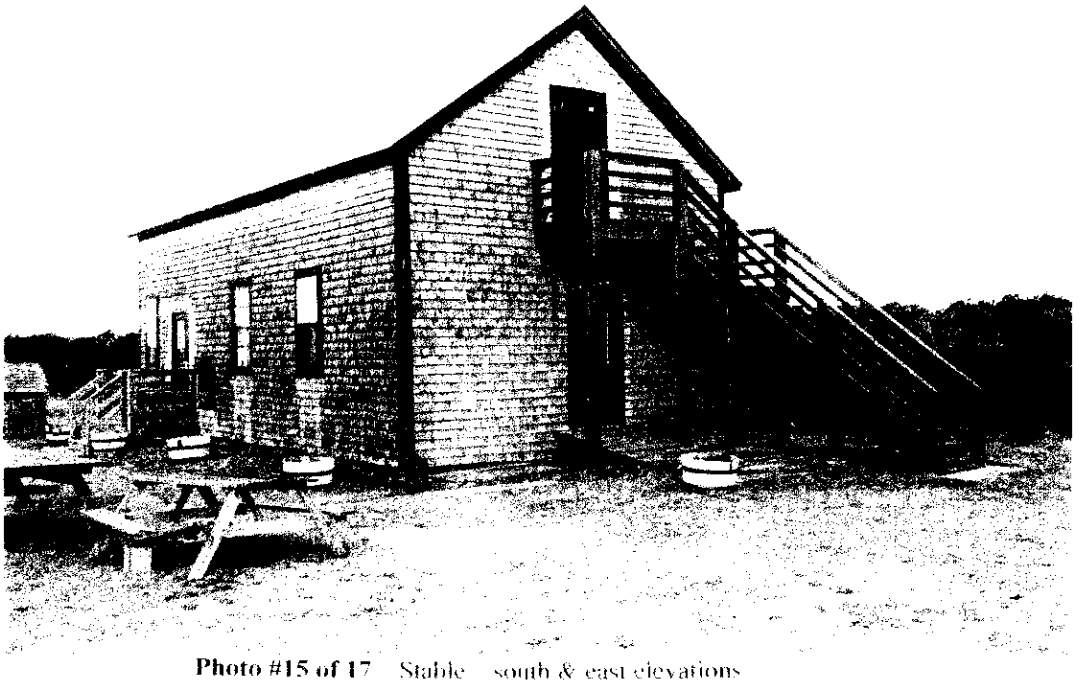


Photo #15 of 17 Stable south & east elevations

Bk: 01095 Pg: 38

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #13 of 17 - Surfside Life Saving Station Cottage
North elevation

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #14 of 17 - Surfside Life Saving Station Cottage
South & east elevations (left to right)

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #15 of 17 - Surfside Life Saving Station Stable
South & east elevations (left to right)

Photo #16 of 17 Stable east & north elevations (left to right)

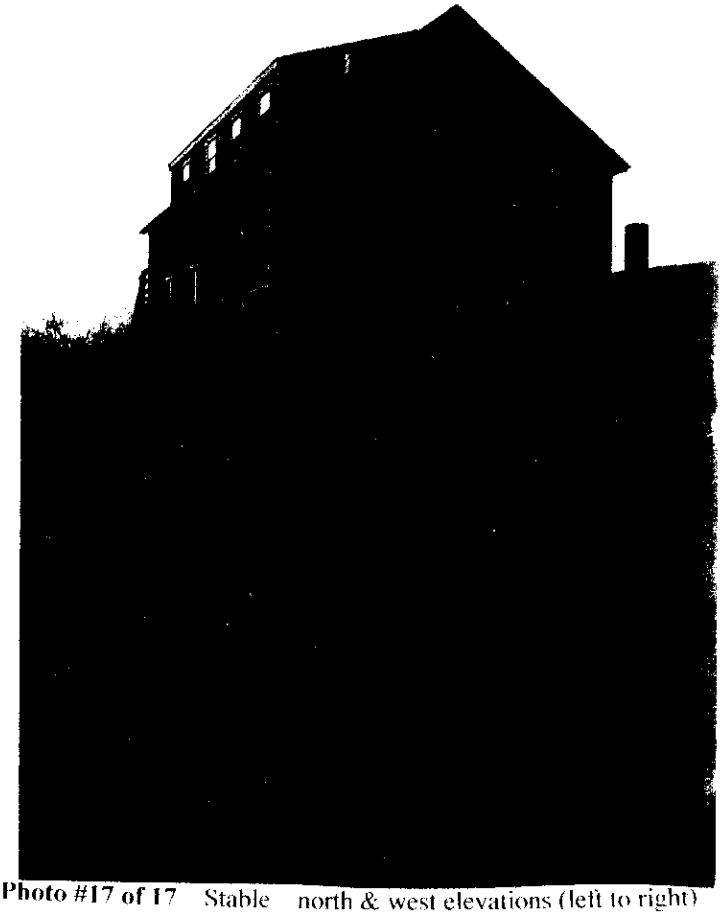


Photo #17 of 17 Stable north & west elevations (left to right)

Bk: 01095 Pg: 40

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #16 of 17 - Surfside Life Saving Station Stable
Partial east elevation (left) & north elevation (right)

MA: NANTUCKET - 31 Western Avenue - 2/24/05
Photo #17 of 17 - Surfside Life Saving Station
North elevation (left) & west elevation (right)

EXHIBIT D
Massachusetts Historical Commission Survey Form B
31 Western Avenue, Nantucket – Main Building

FORM B – BUILDING

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

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

Town Nantucket

Place *(neighborhood or village)* Surfside

Address 31 Western Avenue

Historic Name Surfside Life Saving Station
also U.S. Life Saving Station at Surfside

Uses: Present youth hostel

Original life-saving station – boat storage & dormitory

Date of Construction 1874, 1884

Source "Surfside Lifesaving Station on Nantucket Island" report – Preservation Institute: Nantucket, 1978

Style/Form Victorian Gothic (Stick Style) & Shingle Style additions

Architect/Builder Charles Robinson, builder (1874)

Exterior Material: weathered wooden shingle, wooden trim

Foundation brick piers, concrete block & concrete

Wall/Trim flat-stock wood & machine-cut wood

Roof wood shingle

Outbuildings/Secondary Structures
Cottage (former privy & storage – 1884)
Dormitory (former barn – ca. 1900-20)
Shed (storage – ca. 1930-50)

Major Alterations *(with dates)*

Additions to east & west sides of original station 1884
Shed dormers at east elevation 1919 (?)

Condition good

Moved ☒ no ☐ yes **Date**

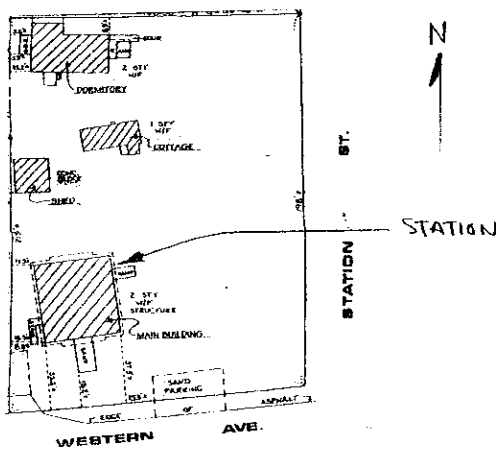
Acreage 31,076 square feet

Setting partially developed setting of cottages, undeveloped brush land, and ocean beach

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 B. R. Pfeiffer

Organization Nantucket Preservation Trust

Date *(month / year)* March 2005

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

EXHIBIT D
Massachusetts Historical Commission Survey Form B
31 Western Avenue, Nantucket – Main Building

BUILDING FORM B

ARCHITECTURAL DESCRIPTION ☒ *see continuation sheet*
Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

The former Surfside Life-Saving Station, now known as the Star of the Sea Youth Hostel, stands on a flat lot with sandy soil and thin vegetation at the northwest corner of Western Avenue and Station Street in a section of Nantucket known as Surfside, approximately 3.5 miles southeast of Nantucket Town and Harbor. Built slightly north of Surfside Beach, the site of the Life-Saving Station was selected both for its proximity to the largest number of shipwrecks on the shoals off Nantucket and for its proximity to the beach across which lifeboats were hauled to be launched into the surf.

In its present form the Surfside Life-Saving Station consists of the original 1874 building (18'9" x 44'3") flanked by symmetrical shed additions on its east and west sides which create an overall footprint measuring 39'5" x 44'3". The structure rests on a foundation that consists of brick piers, concrete-block piers and concrete footing walls. All elevations rise from a wide wooden water-table above which they are clad with weathered wooden shingles as are all sections of the roof. Windows throughout are wooden double-hung 6/6 sash with the exception of the cupola where windows are six-light awnings. All trimmings are made of painted wood with more elaborate Victorian Gothic Style ornamental woodwork remaining at the building's 1874 core, and simpler Shingle Style trimmings at the shed additions and cupola.

The façade (south elevation) is symmetrically arranged about a central pavilion that comprises the 1874 building and rises to a central gable with Victorian Gothic style woodwork forming an ornamental (non-structural) hammer beam truss. This central pavilion is divided by chamfered boards into a wide center bay flanked by two narrow bays; at the center bay these boards originally formed the jambs of the wide boat door, while the outer boards were corner boards of the original structure. At its first storey, the center bay originally contained a single wide doorway with two solid doors of tongue-and-groove boarding hung on strap hinges. These outer doors remain, but the opening behind them has been blocked with a stud wall and a single modern door containing a nine-pane light surmounting two raised panels. Set directly above this doorway is an original pair of 6/6 windows with pointed heads and decorative hood mouldings. The narrow outer bays of the central pavilion each contain a single 6/6 window set in flat-stock surrounds with moulded caps; these windows were added after 1897, perhaps around 1919 when the building was converted to dormitory living quarters by the Navy. The projecting gable over the central pavilion retains chamfered brackets and arches that form an ornamental hammerbeam truss and center finial.

Flanking the façade's central pavilion are the symmetrical facades of the 1884 shed additions. Each side retains the jambs and lintels of original loading doors that provided access to carriage storage. These double doors were removed in the early twentieth century, probably after 1919, and were initially replaced with two 6/6 windows (east addition) and one door (west) addition. Since 1978, the façades of both additions have been fitted with single 6/6 windows set within the frames of the 1884 loading doors.

The east elevation is asymmetrically arranged with six evenly spaced 6/6 windows set south of a gabled entry at the first storey. Set in flat-stock frames, these windows were probably added in 1919. The gabled entry consists of a contemporary wooden door composed of four panels surmounted by a four-pane light. The door is partially sheltered from the weather by a shallow gable. This doorway was originally protected by a small porch which was removed after 1978 and replaced by the present gable and door. Wall surfaces north of the doorway are blank. An open eave with decorated rafter tails extends across the east elevation at the head of the first storey. The second storey contains two shed dormers added in 1919. Each dormer possesses a battery of four 6/6 windows set in flat-stock frames. At the head of each dormer, eaves are open and rafter tails are decorated to match those of the first storey.

Like the façade, the north (rear) elevation is composed of a central pavilion that comprises the 1874 building and two flanking shed additions, although architectural details are less ornate than those of the façade. At its first storey, the central pavilion possesses two 6/6 windows set in flat-stock frames; at the second storey, it possesses a single original 6/6 window with a pointed head and hood moulding. The gable is possesses an ornamental hammerbeam truss that is substantially identical to that at the façade. The north elevations of the shed additions each contain one 6/6 window set in a flat-stock frame.

The west elevation is asymmetrically arranged; moving from south to north it possesses a single 6/6 window set in a flat-stock surround, a gabled entry set north of center and set in alignment with the building's east entry which it matches in appearance and materials, and a single 6/6 window set north of the entry. The west elevation has an open eave with decorated rafter tails at the head of its first storey. At the second storey there is a single gabled dormer toward the south end of the elevation (ca. 1963-78) that serves as a fire exit. The dormer possesses a single door composed of two panels surmounted by a nine-pane light. Access to the dormer is provided by a contemporary staircase of weathered wood that rises in two stages from a concrete pad.

The roof of the Life-Saving Station has a single cupola near its center in the approximate position of an open deck on the original 1874 building. The cupola has a square floor plan that is enclosed by a high hip roof with boxed eaves. Each of the cupola's four elevations rises from a shingled base to paired six-light awning windows which form a continuous band around the structure. A single chimney built of red brick with projecting drip courses rises from the north end of the roof.

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 former Surfside Life-Saving Station remains as an important example of Victorian architecture in Nantucket in addition to possessing historical associations with the maritime history of the island.

Known for the dangerous shoals that surround it, Nantucket recorded more than five hundred shipwrecks in its waters between 1664 and the 1870s. As early as 1794, The Commonwealth of Massachusetts Humane Society built huts on Nantucket at Coskata and between Long Pond and Hummock Pond to provide shelter for shipwreck survivors who found their way to shore. During the nineteenth century, the number of these huts, known as "humane houses" increased through private subscription on Nantucket. However, by the mid-century the federal government became involved by appropriating funds to support The Massachusetts Humane Society and other voluntary efforts at life-saving. Following a harsh winter during which a large number of wrecks occurred along the Atlantic Coast, the federal government established the United States Life-Saving Service in 1871 to provide life-saving stations with crews in close proximity to dangerous waters along the coast.

The Surfside Life-Saving Station was among the earliest stations built by the newly formed Life-Saving Service and the first such station to be constructed on Nantucket. In location and scale it is representative of the pattern established by the Life-Saving Service as it sought to establish stations along the coast:

> The U.S. Life-Saving Station tried to build stations three to five miles apart. The stations were "plain houses" 42' long and 18'wide with two stories and wide double-leafed doors with sloping platforms for boat egress. The downstairs in the station housed the mess hall in one room and two additional rooms for boats and apparatus. Upstairs was one sleeping room for the crew and two rooms for storage.....The stations were painted dark red so as to be seen from the sea, and a lookout was placed on the roof to be used during clear weather. During the night and foggy days, patrols

walked the beach on four-hour shifts. Halfway houses (small shacks) were set up midway between stations for the patrols to meet to check in and find temporary shelter and water.[1]

Built in only 100 days at a cost of $2,500 by Nantucket carpenter, Charles H. Robinson[2], the Surfside Station follows a standardized architectural plan that was probably developed by a governmental employee working within the Life-Saving Service. The building was originally 18' wide, 44' long and 1½ storeys high with a gabled façade containing wide double doors approached by a wooden ramp. At the roof's ridge there was an observation platform and flagpole. Exterior finishes were of Victorian Gothic design with elevations framed into panels by ornamental cross-timbering. The building's first storey was clad in tongue-and-groove boarding, while the gables and friezes beneath the eaves were clad with vertical boards trimmed with decorated ends. On the east and west elevations, the building possessed deep, open eaves with chamfered brackets and decorated rafter tails. Both gable ends (north and south) were finished with ornamental hammerbeam trusses bearing a variety of Victorian Gothic ornamental details in the form of chamfering, brackets and pierced panels.

By 1884 the original station proved too small for the necessary equipment and crew, and it was expanded by the construction of identical shed additions on the east and west elevations of the original building. Each addition provided space for equipment carts and carriages. At the same time, the open observation platform was replaced with an enclosed cupola that served as an observation deck. At the façade and north elevation, original Victorian Gothic trimmings and windows were retained, but exterior wall surfaces were re-clad with wood shingles to match the additions and cupola which were of simple Shingle Style design. The building continued in its 1884 form until 1919 when a Radio Direction Finders Station (Navy Radio Compass Station) was established on the property. To accommodate this use and a resident crew, the interior of the station was modified between 1919 and World War II to provide living quarters, offices and common rooms. Reflecting these interior modifications the east side of the building was altered by the installation of double-hung sash at the first storey and by the addition of two shed dormers to the roof.

After World War II, the building ceased serving as a life-saving station and was served as a community center until 1962 when it was sold to the American Youth Hostel Association. With help from the Nantucket Conservation Foundation, the National Trust for Historic Preservation, and other groups, the structure was restored and became the youth hostel. In 1979, Robert B. Johnson, national executive director of American Youth Hostels, Inc. led the effort to rehabilitate the interior of the building, while preserving the historic Stick and Shingle Style exterior elements. The Star of the Sea Youth Hostel continues in active use, under the aegis of the American Youth Hostels – Eastern New England Council. The 131-year old building is an individually significant structure within the Nantucket National Historic Landmark District both for its Victorian architecture and for its important associations with local, regional and national maritime history.

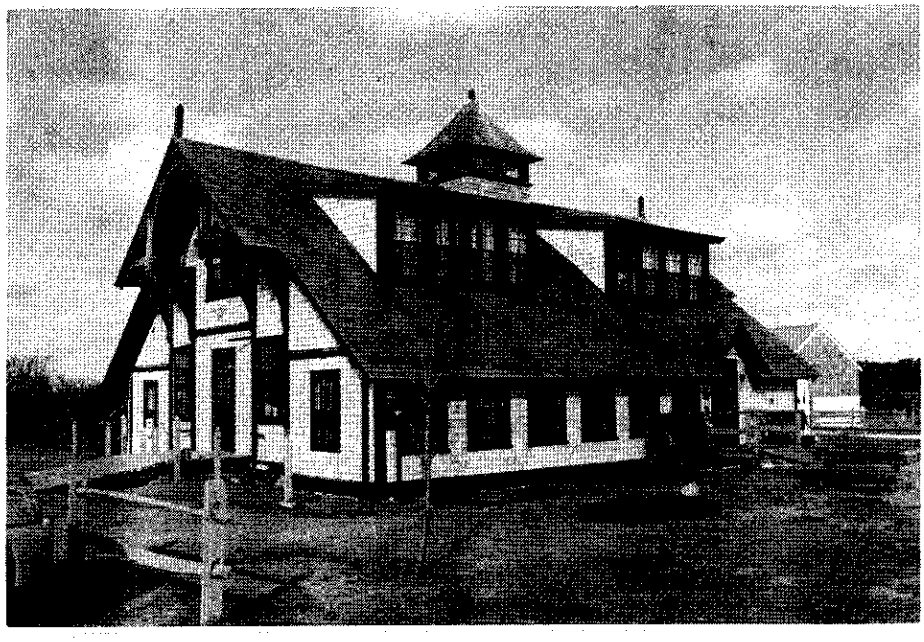
BIBLIOGRAPHY and/or REFERENCES ☐ *see continuation sheet*

"Surfside Lifesaving Station on Nantucket Island". Preservation Institute: Nantucket, 1978.

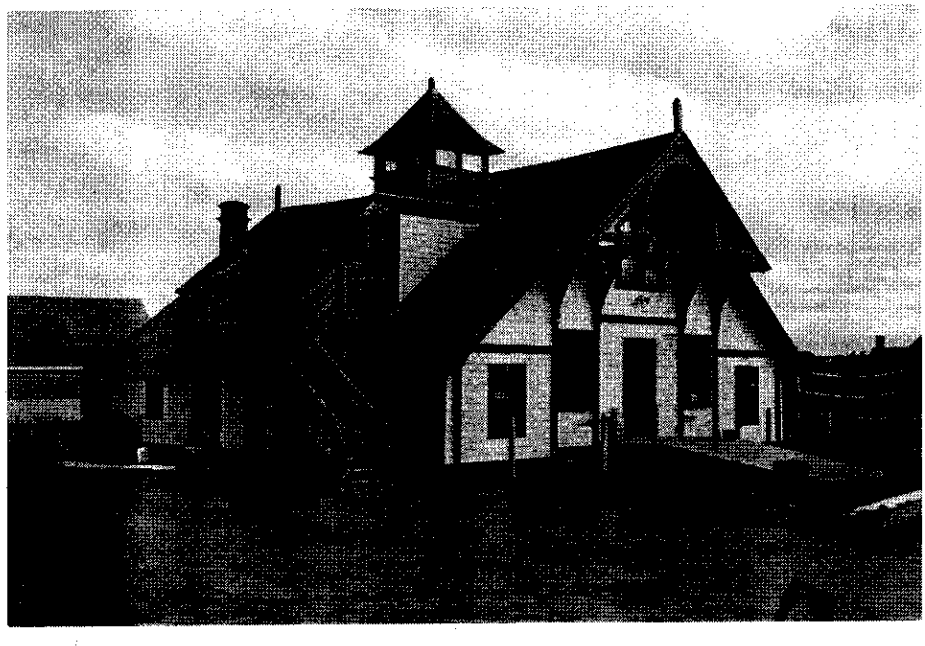
☐ Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

[1] "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, p. 5.
[2] Inquirer and Mirror, October 25, 1873.

EXHIBIT D
Massachusetts Historical Commission Survey Form B
31 Western Avenue, Nantucket – Main Building



MA: NANTUCKET – 31 Western Avenue – 2/24/05
Surfside Life Saving Station - façade (south elevation)
& east elevation



MA: NANTUCKET – 31 Western Avenue - 2/24/05
Surfside Life Saving Station - west elevation &
façade (south elevation)

EXHIBIT E
Massachusetts Historical Commission Survey Form B
31 Western Avenue, Nantucket - Cottage

FORM B – BUILDING

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

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

Town Nantucket

Place *(neighborhood or village)* Surfside

Address 31 Western Avenue

Historic Name Surfside Life Saving Station Cottage

Uses: Present youth hostel - lodging

Original privy & storage

Date of Construction 1884

Source "Surfside Lifesaving Station on Nantucket Island" report – Preservation Institute: Nantucket, 1978

Style/Form astylistic vernacular

Architect/Builder unknown

Exterior Material: weathered wooden shingle, wooden trim

Foundation concrete-block piers

Wall/Trim flat-stock wood & machine-cut rafter tails

Roof asphalt shingle

Outbuildings/Secondary Structures
Structure is one of three outbuildings for the former Surfside Life Saving Station

Major Alterations *(with dates)*
One-bay addition to façade – ca. 1919
Conversion to residential use – post-1962(?)

Condition good

Moved ☒ no ☐ yes **Date**

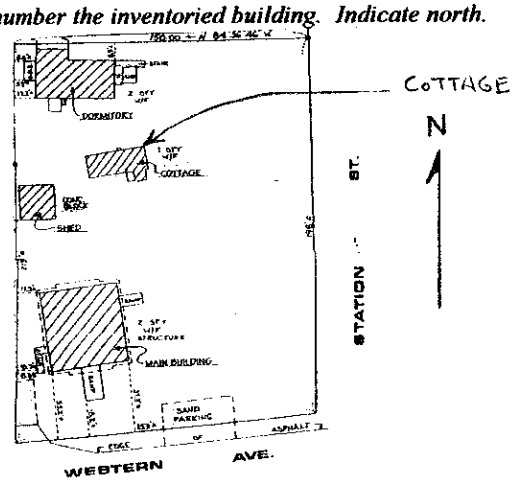
Acreage 31,076 square feet

Setting one of three outbuildings at the former Surfside Life Saving Station; partially developed setting of cottages, undeveloped brush land, and ocean beach

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 B. R. Pfeiffer

Organization Nantucket Preservation Trust

Date *(month / year)* March 2005

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

EXHIBIT E
Massachusetts Historical Commission Survey Form B
31 Western Avenue, Nantucket - Cottage

BUILDING FORM B

ARCHITECTURAL DESCRIPTION ☒ *see continuation sheet*

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

The Surfside Life-Saving Station Cottage, stands on a flat lot with sandy soil and thin vegetation at the northwest corner of Western Avenue and Station Street in a section of Nantucket known as Surfside, approximately 3.5 miles southeast of Nantucket Town and Harbor. Built slightly northeast of the former Surfside Life-Saving Station, the Cottage was originally constructed as a privy/latrine at the time that the Station was enlarged in 1884.

In its present form the Cottage consists of its original one-storey building which is a simple rectangular structure (approximately 30' x 12') enclosed by a pitched roof with gables at its east and west ends. A one-bay gabled addition (ca. 1919) is attached at the elevation's east end. This addition is enclosed by a pitched roof set at right angles to the roof of the original structure. The building rests on concrete-block piers above which elevations are clad with weathered wooden shingles trimmed with painted wood flat-stock at the corner boards and window casings. Roofs have open eaves with decorated rafter tails, and roof surfaces are covered with asphalt shingles.

The façade (south elevation) is asymmetrically composed. Projecting from its east end is a one-storey, one-bay addition with a pitched roof and blank elevations except at its east elevation which possesses a single six-light awning window, now blocked with plywood. Moving from east to west across the south elevation, there are a batten door made of vertical tongue-and-groove boards, a single 3/3 double-hung window and two three-light awning windows.

The east elevation is symmetrically arranged gable wall with a six-light awning window (now blocked with plywood) at the first storey and a louvered vent near the peak of the gable. The east elevation of the addition is visible as part of the east elevation, although it is off-set westward from the plane of the east elevation.

The north (rear) elevation is asymmetrically arranged. It possesses a single-flue, brick chimney set slightly east of center; this chimney rises from a concrete footing to an undecorated cap above the roof's ridge. East of the chimney there are two large six-light awning windows, while west of it, there are two six-light small six-light awning windows. At the base of the elevation near its east end is a bulkhead that provides access to the crawl space beneath the building. This bulkhead consists of a rectangular well covered by a wood panel set flush with grade.

The west elevation is asymmetrically arranged. At its north side, it possesses a single glazed door of fifteen lights approached by a wooden stoop of two steps. At the south end of the elevation there is a single three-light awning window. A louvered vent is centered near the peak of the gable.

The Cottage has been modified slightly since its initial construction. The building's façade originally possessed two doors, one in the location of the existing door, the other in the location of the second window from the west corner. Evidence of this arrangement remains in the path that leads to this window location. The building also possessed a six-light awning window in the position now covered by the one-bay addition, and the façade's current 3/3 window was a small three-light awning window. Fenestration of the rear elevation appears to be unchanged; however, the brick chimney was added in the twentieth century, perhaps after the building was converted to a cottage (ca. 1962?).

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 Surfside Life-Saving Station Cottage, built originally as a latrine, bathhouse and storage building, possesses substantial integrity of design, materials and workmanship from its initial period of construction in the 1880s. The

building possesses architectural significance as one of types of outbuildings that formed small compounds around life-saving stations during the nineteenth and early twentieth centuries.

The Surfside Life-Saving Station, for which the Cottage served as an outbuilding, was among the earliest stations built by the newly formed Life-Saving Service and the first such station to be constructed on Nantucket. In location and scale it is representative of the pattern established by the Life-Saving Service as it sought to establish stations along the coast:

> The U.S. Life-Saving Station tried to build stations three to five miles apart. The stations were "plain houses" 42' long and 18'wide with two stories and wide double-leafed doors with sloping platforms for boat egress. The downstairs in the station housed the mess hall in one room and two additional rooms for boats and apparatus. Upstairs was one sleeping room for the crew and two rooms for storage.....The stations were painted dark red so as to be seen from the sea, and a lookout was placed on the roof to be used during clear weather. During the night and foggy days, patrols walked the beach on four-hour shifts. Halfway houses (small shacks) were set up midway between stations for the patrols to meet to check in and find temporary shelter and water.[1]

By 1884 the original station proved too small for the necessary equipment and crew, and it was expanded to accommodate additional equipment and crew. It is likely that a previously existing privy was inadequate to serve the increased crew and that the Cottage was constructed at this time or shortly thereafter (as it is shown in photographs dated 1897) to serve both as a latrine and bathhouse. This function was reflected in the building's original design which included two separate entries at the façade (south elevation) and high narrow windows on each elevation. Some differentiation of interior uses was reflected by the presence of larger six-light windows at the east end of the building's south and north elevations; however, historical records do not describe the use of the building in detail.

The building probably remained in its original use until 1919 when a Radio Direction Finders Station (Navy Radio Compass Station) was established on the property in addition to life-saving crews. To accommodate this use and increased crew, the Station was enlarged and additional living quarters were added to the existing interior. It seems likely that plumbing was also introduced at this time allowing the former privy to be converted to storage or other purposes. Photographic evidence suggests that the one-bay addition was made around this time. Use of the building after 1919 is unclear and interviews with former crew members provide conflicting information with some crew members reporting that no building stood in this location despite the clear evidence provided by historic photographs. The most likely report indicates that the building ceased be used as a privy in 1919 and became the location in which the Navy recharged batteries for the Radio Direction Finders Station.[2]

With the closure of the life-saving station after World War II, the property served as a community center until 1962 when it was sold to the American Youth Hostel Association. It is likely that the Cottage was converted to residential quarters after 1962 and that the exterior chimney was added at this time.

BIBLIOGRAPHY and/or REFERENCES ☐ *see continuation sheet*

"Surfside Lifesaving Station on Nantucket Island". Preservation Institute: Nantucket, 1978.

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

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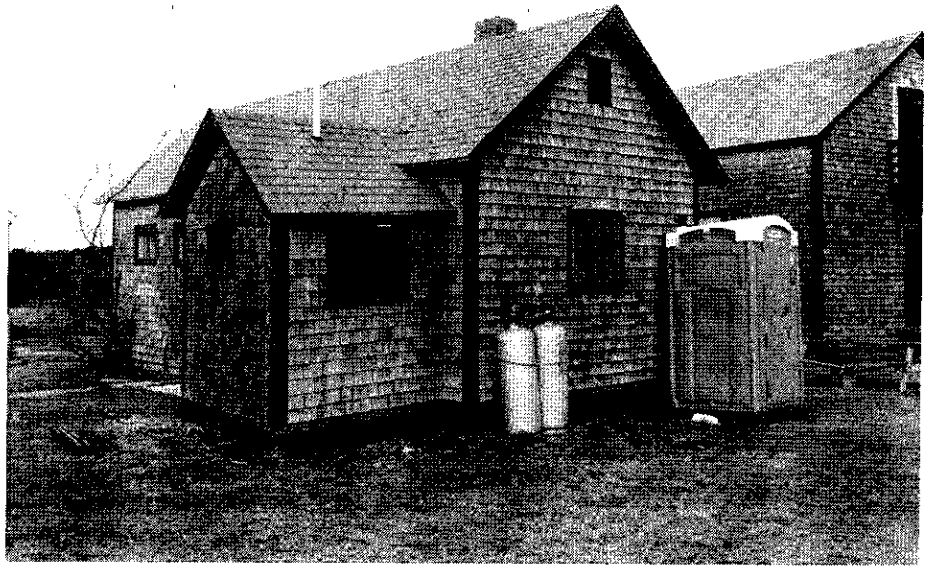
[1] "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, p. 5.
[2] "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, Interview with Joe Folger, p. 3.

EXHIBIT E
Massachusetts Historical Commission Survey Form B
31 Western Avenue, Nantucket – Cottage



MA: NANTUCKET – 31 Western Avenue - 2/24/05
Surfside Life Saving Station Cottage -south & east elevations (left to right)

MA: NANTUCKET – 31 Western Avenue – 2/24/05
Surfside Life Saving Station Cottage – west & south elevations (left to right)

EXHIBIT F
MHC Survey Form B
31 Western Avenue, Nantucket - Dormitory

FORM B – BUILDING

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

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

Town Nantucket

Place *(neighborhood or village)* Surfside

Address 31 Western Avenue

Historic Name Surfside Life Saving Station Stable

Uses: Present youth hostel - lodging

Original horse barn & storage

Date of Construction 1897-1919

Source "Surfside Lifesaving Station on Nantucket Island" report – Preservation Institute: Nantucket, 1978; historic photographs

Style/Form astylistic vernacular

Architect/Builder unknown

Exterior Material: weathered wooden shingle, wooden trim

Foundation brick piers

Wall/Trim flat-stock wood

Roof asphalt shingle

Outbuildings/Secondary Structures
Structure is one of three outbuildings for the former Surfside Life Saving Station

Major Alterations *(with dates)*

Conversion to to dormitory post-1963

Condition good

Moved ☒ no ☐ yes **Date**

Acreage 31,076 square feet

Setting one of three outbuildings at the former Surfside Life Saving Station; partially developed setting of cottages, undeveloped brush land, and ocean beach

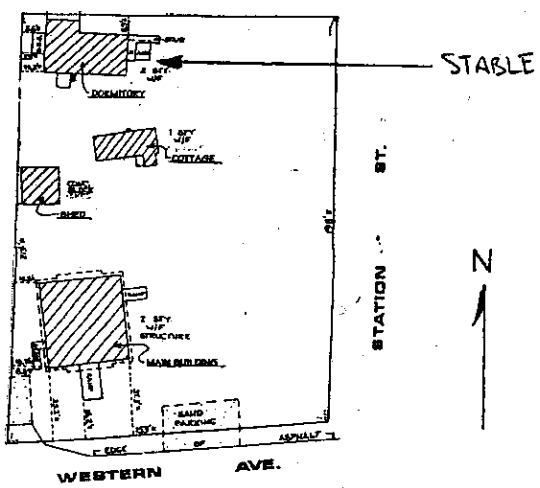
Photograph

(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 B. R. Pfeiffer

Organization Nantucket Preservation Trust

Date *(month / year)* March 2005

BUILDING FORM B

ARCHITECTURAL DESCRIPTION ☒ *see continuation sheet*

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

The former Surfside Life-Saving Station Stable stands on a flat lot with sandy soil and thin vegetation at the northwest corner of Western Avenue and Station Street in a section of Nantucket known as Surfside, approximately 3.5 miles southeast of Nantucket Town and Harbor. Built directly north of the Surfside Life-Saving Station at the property's north lot line, the former Stable appears to have been constructed prior to 1919.

The former Stable is a one-and-one-half storey structure of wood-frame construction set on brick piers. The building possesses a simple rectangular floor plan with a small shed addition near the west end of the north elevation. Exterior elevations are clad with weathered wood shingles and trimmed with painted flat-stock corner boards, window frames, eaves and fascias. All windows are fitted with double-hung 6/6 wooden sash. The pitched roof is covered with asphalt shingles.

The south elevation is asymmetrically arranged about an entry set west of center. The doorway is approached from a wooden stoop and contains a single door composed of two raised panels surmounted by a nine-pane light. There is a single 6/6 window west of the entry and two 6/6 windows east of it.

The east gabled elevation is blank except for a single doorway set slightly north of center at the first storey and a single doorway centered in the gable. The first-storey door consists of two raised panels surmounted by a nine-pane light, while the second-storey door consists of four raised panels surmounted by a narrow four-pane light. Access to the second-storey door is provided by a contemporary wooden staircase that rises in two stages and is supported by square wooden posts.

The north elevation is asymmetrically arranged with two 6/6 windows toward its east end and a three-pane light set directly above the shed addition toward its west end. The shed addition contains a single-light window at its east wall; its north wall is blank, and it west wall contains a single batten door now damaged and off its hinges. At the second storey, the north elevation possesses a shed dormer with four evenly spaced 3/3 windows.

The west gabled elevation is a symmetrically arranged possessing a four-light window set south of center at the first storey and a single 6/6 window centered in the gable.

The former Stable's original appearance is not currently known; however, since 1978 it has been altered by the installation of a new door within an existing doorway on the south elevation, by the relocation of the first-storey doorway and the installation of a new door at the second storey of the east elevation and by the relocation of the four-pane window and the enlargement of the gable window at the west elevation. It is unclear from existing photographic documentation whether the shed dormer on the north elevation was added during this period as well.

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 former Stable of the Surfside Life-Saving Station, now known as the Boys' Dormitory, stands north of all other buildings on its site. One of several outbuildings that served the station, the former Stable is believed to have been built prior to 1919[1] by the Navy for the Radio Compass Station that it established here. The use of this building as a stable for one horse was relatively short-lived, as interviews with crew members who served at Surfside report

[1] "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, pp. 27.

that the building had been adapted to a carpentry shop by 1919[2]. Reports of subsequent crew members provide conflicting information that the building was used to contain food refrigeration units in the 1930s and that it served as a garage for a Jeep during World War II[3]. No garage door or barn door remains in position to confirm that building's use as a stable or garage. Despite the lack of specific historical references, the former Stable survives as one of the outbuildings that served the Surfside Life-Saving Station during its period of significance as a life-saving station and Radio Compass Station; as such it should be considered a contributing element to the compound of buildings that formed the historic life-saving station.

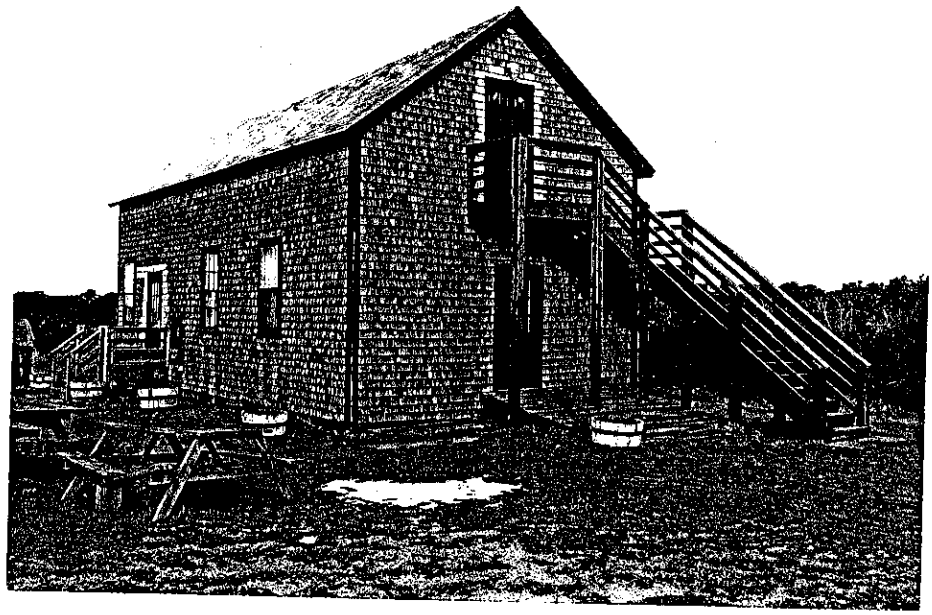
BIBLIOGRAPHY and/or REFERENCES ☐ *see continuation sheet*

"Surfside Lifesaving Station on Nantucket Island". Preservation Institute: Nantucket, 1978.

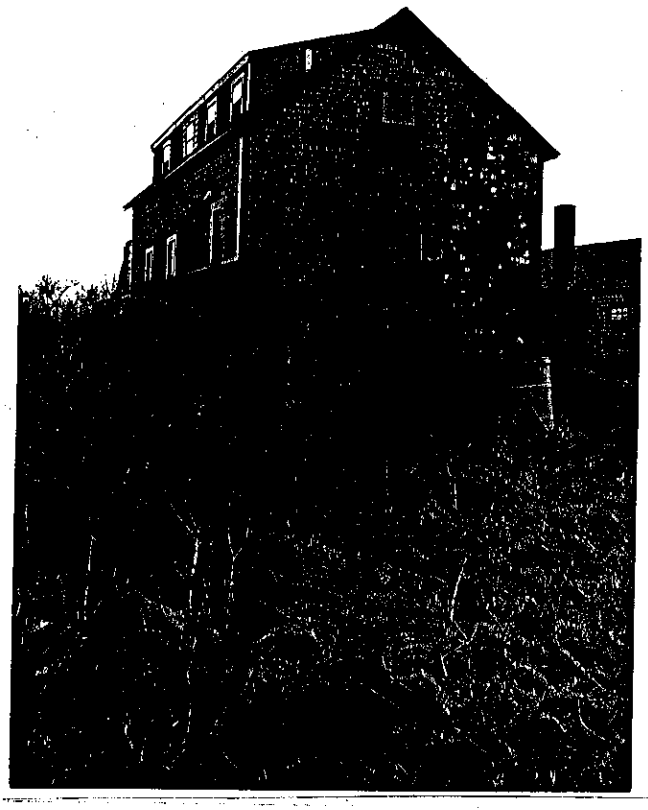
☐ Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

[2] "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, Joe Folger Interview, Appendix A – Oral Histories, p. 3.

[3] "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, John Gospie Interview; Joseph McCue Interview, Appendix A – Oral Histories, pp.5 & 6.



MHC FORM B – Photo #1 of 2
MA: NANTUCKET – 31 Western Avenue - 2/24/05
Surfside Life Saving Station Stable – façade (south) & east elevation



MHC FORM B – Photo #2 of 2
MA: NANTUCKET – 31 Western Avenue - 2/24/05
Surfside Life Saving Station Stable – north & west elevations

EXHIBIT G

United States Life Saving Station
At Surfside
Nantucket
Nantucket County
Massachusetts

HABS No. MASS-930

HABS
MASS
10-NANT
49-

PHOTOGRAPHS
WRITTEN HISTORICAL AND DESCRIPTIVE DATA

Historic American Buildings Survey
Office of Archeology and Historic Preservation
National Park Service
Department of the Interior
Washington, D. C. 20240

HISTORIC AMERICAN BUILDINGS SURVEY HABS No. MASS-930

UNITED STATES LIFE SAVING STATION

HABS
MASS
10-NANT
49-

Location: At Surfside (a cluster of summer cottages on the south shore), Nantucket Island, Massachusetts.

Present Owner: American Youth Hostels, Inc.

Present Occupant: Same

Present Use: Hostel

Brief Statement of Significance: A carpenter gothic building, it was the first life saving station operated by the United States Government on Nantucket.

PART I. HISTORICAL INFORMATION

A. Physical History:

1. Original and subsequent owners:

1874 -- Built by U. S. Government as a Life Saving Station.

1962 -- Lilye D. Mason bought property.

1963 to date -- American Youth Hostels, Inc.

2. Date of erection: 1874,
(Abstract, U. S. Life Saving Service Report 1910)

3. Architect: Not known.

4. Original plans, construction, etc.: Life saving stations were built to house every approved appliance for rescuing the ship-wrecked from stranded vessels. The cost was estimated to be between $10,000 and $15,000 each.

This building has elaborate exposed trusses at either end.

5. Notes on alterations and additions: Building has been remodelled for use as a dwelling, but much of the original construction remains.

B. Historical Events Connected with the Structure: Surfside is the name given to about four miles of coast on the south shore of Nantucket Island, about three and a half miles from the Town of Nantucket.

The U. S. Life Saving Service was founded in 1871 and although there were eventually four stations, the Surfside Station was

the first one operated on Nantucket. They were located at points where wrecks were unusually frequent. It was estimated that over five hundred shipwrecks occurred around the coast of the Island from the time of its first settlement by the white men to 1877.

A vacation guide published in 1889 mentions the following, "The Life Saving Station at Surfside is about twenty rods west of the Nantucket railroad depot. Here, for eight months of the year men nightly patrol the beach for three miles each way."

In 1877, the bark, W. F. Marshall, came ashore on the south side of the Island and through the efforts of the crew of the Surfside Station who made a line fast to the vessel with sling attached, the crew, fourteen in number, as well as the wife and child of the steward, were safely landed and cared for.

One of the saddest wrecks off Surfside was the loss of the three masted schooner, T. B. Witherspoon, in 1886, when seven lives were lost and only two saved.

As late as 1902 another of many rescue feats occurred when the lumber-laden schooner, Flyaway, went onto Handkerchief Shoal about thirty miles from Surfside and Captain Clisby and his crew from the Surfside Station, after five hours of work with their surf-boat, succeeded in saving five of the crew who were so exhausted they could have held out but a few hours longer.

The Life Saving Service and the Revenue Cutter Service were merged in 1915 to form the U.S. Coast Guard, and the Life Saving Stations were eventually abandoned.

C. Sources of Information:

1. Old views: Photographs of Surfside Station showing large doors to accommodate surf-boats, and photos of sequence of Practice Drill, taken in 1900 by M. L. Crosby and reproduced in Historic Nantucket, January, 1965; photographs in station and men drilling in 106 Views of Nantucket by John Henry Robinson, 1911; wreck of T. B. Witherspoon from original sketch by John J. Gardner in Wrecks Around Nantucket by Arthur H. Gardner, 1877; two photographs of the wreck of Warren Sawyer at Surfside in Fifty Glimpses of Nantucket by Murphy, 1897; drawing of life-boat on way to wreck by Alexander Seavern in By the Sea by Louise S. Baker, 1893.

2. Bibliography:

Baker, Louise S. By the Sea. Nantucket: R. B. Hussey, Printer, 1893.

Douglas-Lithgow, Robert Alexander. Nantucket, a History. New York and London: G. P. Putnam's Sons, 1914 (includes description of work carried on by the life-saving crew).

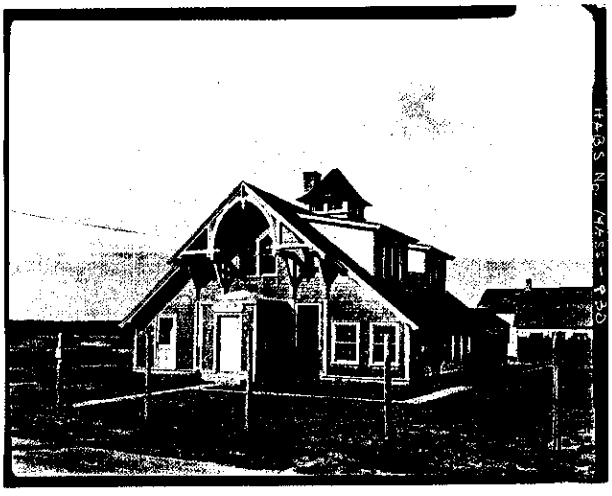
Gardner, Arthur H. Wrecks Around Nantucket. Nantucket: A. H. Gardner (pub.), 1877.

Prepared by Mrs. Marie M. Coffin
Nantucket, Massachusetts
August, 1966

PART II. PROJECT INFORMATION

These records were prepared for the Historic American Buildings Survey project on Nantucket, Massachusetts. They are part of a continuing HABS comprehensive survey of the early architecture and urban design of Nantucket financed by a grant from the Nantucket Historical Trust.

The project was under the general supervision of James C. Massey, Chief of the Historic American Buildings Survey. Historical information was provided by Mrs. Marie M. Coffin of Nantucket, Massachusetts. Photographs are by Cortlandt V. D. Hubbard of Philadelphia, Pennsylvania. The material was edited for deposit in the Library of Congress by Mrs. Constance Werner Ramirez, July 1971.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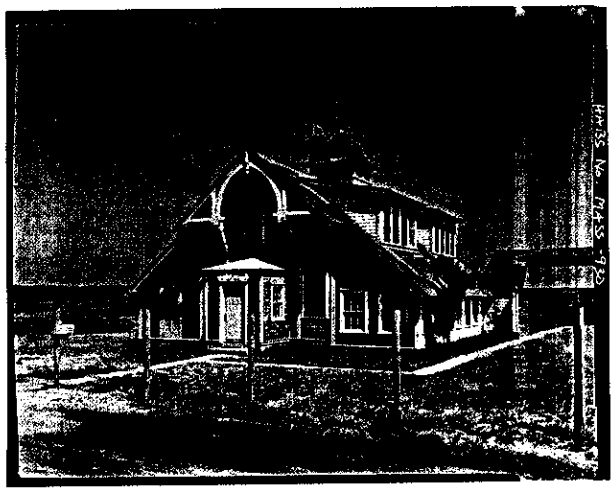
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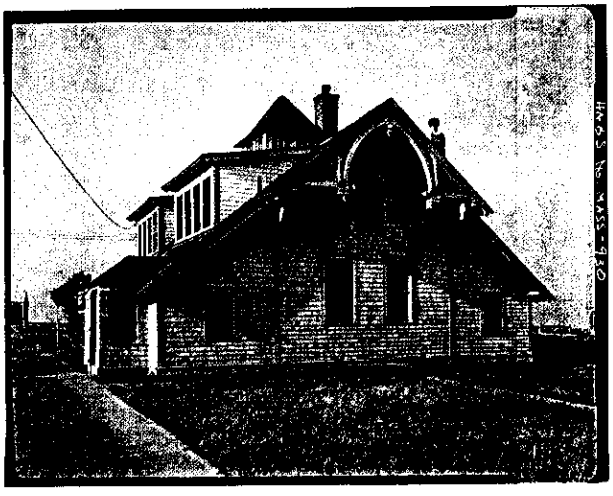
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EXHIBIT H

RESTRICTION GUIDELINES DEFINING "MINOR MAINTENANCE" AND "MAJOR MAINTENANCE"

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Historic Buildings. Under Paragraph 3, prior permission from the Historic District Commission (HDC) is required for any Minor Maintenance that may materially change the exterior appearance, materials, colors or workmanship from that existing on the date this Restricition and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the exterior appearance, materials, colors or workmanship from that existing on the date of this Restriction does not require HDC 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 chimmeys 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 distrubances 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 this Historic Preservation Restriction such changes must be reviewed by the HDC in order to assess their impact on the historic integrity of the Property, Historic Buildings, and other structures.

It is the responsibility of the Grantor to notify the HDC in writing when any Minor Maintenance that may reasonably be expected to change the exterior 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 HDC to review proposed alterations and assess their impact on the integrity of the Property, the Historic Buildings, and other structures, not to preclude future change. HDC staff will attempt to work with the Grantor to develop mutually satisfactory solutions, which are in the best interests of the Property.

NOTE: These guidelines shall be applied only to maintenance work that affects the exterior appearance of the Historic Buildings or of the structural integrity of their original wooden frames.

Town of Nantucket

OFFICE OF THE
TOWN & COUNTY CLERK
16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, CMC, CMMC
Town & County Clerk
(508) 228-7217
FAX (508) 325-5313
Home: (508) 228-7841
Email: twnclerk@nantucket.net

I, Catherine Flanagan Stover, duly elected Clerk of the Town & County of Nantucket, hereby certify that pursuant to the Town and Charter of the Town of Nantucket, within the stated legal thirty-day time period, there was no appeal filed after the Board of Selectmen approval of a preservation restriction granted by the American Youth Hostels, pursuant to the authority of MGL Ch. 44B, and Article 2004 of the Annual Town Meeting.

Signed and certified this 31st day of July, 2007

Catherine Flanagan Stover, CMC, CMMC
Town & County Clerk

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