

The parties to this agreement are the COMMONWEALTH OF MASSACHUSETTS, by and through its MASSACHUSETTS HISTORICAL COMMISSION, which has an office at 294 Washington Street, Boston, Massachusetts, 02108, hereinafter referred to as the Commission, and the TOWN OF PROVINCETOWN with its offices located in the Town Hall, Commercial Street, Provincetown, Massachusetts, 02657, hereinafter referred to as the Transferee.

For good and valuable consideration the Commission imposes and the Transferee accepts the following preservation restrictions which shall be recorded with a certain deed dated March 15, 1976 from The First National Bank of Cape Cod, Grantor, to the Transferee, recorded with the Barnstable County Registry of Deeds at Book 2311, Page 323.

The preservation restrictions are set forth so as to ensure the preservation of the architectural and historical integrity of the Center Methodist Church, (The Provincetown Heritage Museum), so called, located at 356 Commercial Street, Provincetown, Massachusetts, which premises have been listed on the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966 (80 Stat. 915). Architectural and historical integrity shall be defined as those significant characteristics which originally qualified the building for entry on the National Register of Historic Places.

#### PRESERVATION RESTRICTIONS

1. The Transferee agrees to assume the total cost of continued maintenance, repair, and administration of the premises so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship, and environment for a period of thirty (30) years from the date of execution of this instrument in a manner satisfactory to the Commission. Nothing herein shall prohibit the Transferee from seeking financial assistance from any sources available.

2. The Transferee agrees that the grounds around said building be maintained in a landscaped environment consistent with the historical character of the building. Nothing herein shall prohibit the parking on part of the premises of registered operating motor vehicles in use by the owner or occupants or visitors to the premises.

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3. The Transferee agrees that the Commission may inspect the premises from time to time during the length of the restrictions to ensure that the Transferee is in compliance with reasonable standards of maintenance and administration.

4. The Transferee agrees to give the Commission first right of refusal in the event the Transferee at some future time may wish to sell the property.

The burden of these preservation restrictions, enumerated in paragraphs 1 through 4 inclusive, shall run with the land and be binding upon all future owners of an interest therein. The right of enforcement of these restrictions shall be as provided in General Laws, Chapter 184, Section 32 as enacted by ACT 1969, Chapter 666, Section 5, as it may be amended from time to time.

It is further agreed that the Commission in no way assumes any obligation for maintaining, repairing, or administering said property.

IN WITNESS WHEREOF, the Transferee has hereunto set his hand and seal this 25th day of October, 1976.

TOWN OF PROVINCETOWN

Josephine L. DeDeo  
by Robert W. Killoran

COMMONWEALTH OF MASSACHUSETTS

Barnstable, SS

October 25, 1976

Then personally appeared the above named Josephine L. DeDeo and acknowledged the foregoing instrument to be the free act and deed of the Town of Provincetown, before me,

Mary A.  
Notary Public  
My Commission Expires

My Commission Expires June 23, 1983

