

20-1300727

HENRY COUNTY, IL
BARBARA M. LINK
COUNTY CLERK-RECORDER

RECORDED ON 01/31/2013

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PRESERVATION COVENANT LANGUAGE

In consideration of the conveyance of certain real property, commonly known as Steeple Building located at 103 N. Bishop Hill St., Bishop Hill, IL, building is 56'6" x 66'6" and legally described as follows:

The South 114 feet of the West 120 feet of Block 21, Original Town, now Village of Bishop Hill, situated in the County of Henry and State of Illinois.

- (1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all time to restore, maintain and preserve this property in accordance with the recommended approaches of the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic buildings" (National Park Service, 1989) in order to preserve those qualities that make this property eligible for listing on the National Register of Historic Places.
- (2) No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken that would affect the historic features of the property without consultation with and the express permission of the Illinois Historic Preservation Agency (IHPA) or a fully authorized representative thereof.
- (3) The IHPA shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being met.
- (4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the IHPA may, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the property.
- (5) Prior to the expiration of this covenant, the grantee agrees to restore the two chimneys that were removed in 2012.
- (6) This covenant is binding on the grantee, its heirs, successors and runs for 50 years from the Grant 17-08-ML-0721 end date of January 31, 2013. All stipulations and covenants

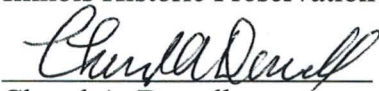
contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the property or any part thereof.

- (7) The failure of the IHPA to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.
- (8) This covenant shall be a binding servitude upon the property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.
- (9) The IHPA may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors or assigns.
- (10) Signatures required signed on the 15th day of January, 2013.

Signatures



Anne E. Haaker
Deputy State Historic Site Preservation Officer
Illinois Historic Preservation Agency



Cheryl A. Dowell
President
Bishop Hill Heritage Association