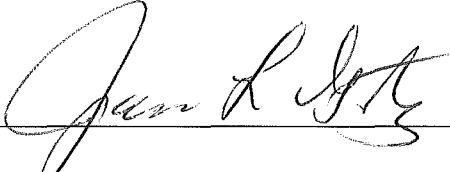


STANDARD ARCHITECTURAL PRESERVATION COVENANT

In consideration of the conveyance of certain real property, hereinafter referred to as **FREEPORT CARNEGIE LIBRARY**, located in the City of Freeport, County of Stephenson, State of Illinois, which is more fully described as: **314 W. Stephenson Street**

1. The City of Freeport (City) hereby covenants on behalf of itself, its heirs, successors, and assigns to the Illinois State Historic Preservation Officer (SHPO) to maintain and preserve the Freeport Carnegie Library 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, 1992) in order to preserve and enhance those qualities that make the Freeport Carnegie Library eligible for listing on the National Register of Historic Places.
2. No construction, alteration, rehabilitation, demolition or other action shall be undertaken or permitted to be undertaken on the Freeport Carnegie Library which would affect the historic architectural features of the Freeport Carnegie Library without consultation and the express prior written permission of the Illinois State Historic Preservation Officer (SHPO) or a fully authorized representative thereof.
3. The SHPO or his/her designee, shall be permitted to all reasonable times and upon reasonable advance notice to the City, to inspect the Freeport Carnegie Library in order to ascertain if the City is complying with the conditions of this preservation covenant.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the City, institute suit to enjoin said violation or to require the restoration of the Freeport Carnegie Library.
5. The City agrees that the SHPO may at his/her discretion, convey and assign all or part of his/her rights and responsibilities contained herein to a third party.
6. This covenant is binding on the City of Freeport, its heirs, successors and assigns in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the City, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Freeport Carnegie Library or any part thereof.
7. The failure of the SHPO 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. The SHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the City, its heirs, successors or assigns.

The covenant shall be a binding servitude upon the City of Freeport and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the City agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.



James L. Gitz, Mayor-City of Freeport

11/22/02

Date