

## FORMER NAPERVILLE POST OFFICE PRESERVATION COVENANT

In consideration of the conveyance of certain real property, known as the United States Postal Office at 5 South Washington, which is a contributing structure within the Naperville Historic District, in the city of Naperville of the County DuPage, State of Illinois and legally defined as:

Beginning at the Southwest corner of the intersection of Washington Street and Benton Avenue as now located in said City and running thence on a course along the southerly boundary of Benton Avenue, a distance of 132.34 feet to a point, thence on a course in a southwardly direction parallel with the westerly line of Washington Street, a distance of 128.52 feet to a point, thence on a course in an eastwardly direction parallel with the southerly line of Benton Avenue aforesaid, a distance of 132.34 feet to a point in the westerly line of Washington Street aforesaid, thence on a course in a northwardly direction along the westerly line of Washington Street, a distance of 128.50 feet to a point of beginning, being all of Lot 9 and the North 62.5 feet of Lot 10 in Block 18 of the Plat of the Original Town of Naperville, County of DuPage, State of Illinois

AND

The South 3.5 feet of Lot 10, all of Lot 11, in Block 18, Town of Naperville, Southeast Quarter of Section 13, Township 38 North, Range 9, East Third Principal Meridian, except that part of Lot 11 in Block 18 of the Town of Naperville, part of Section 13, Township 38 North, Range 9 East, Third Principal Meridian, described as follows: Beginning at the Southeast corner of said Lot 11 and running thence West along the South line of said lot, 28.00 feet; thence Northeasterly to a point on the East line of said Lot, 0.25 feet North of the Southeast corner of said Lot as measured on the East line thereof; thence South along the East line of said Lot, 0.25 feet to the Place of Beginning; all in DuPage County, Illinois.

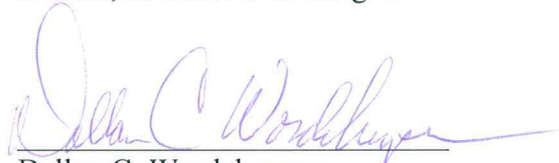
- (1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all time to restore, maintain and preserve the original portions of this property in accordance with the recommended approaches of the "Secretary of the Interior's Standards for Rehabilitation and Guidelines 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 which include more specifically the north and east exterior facades of the original building and roof structure, along with the interior of those walls, the windows, window openings and materials and finishes to walls and ceilings 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) This covenant is binding on the grantee, its heirs, successors and assigns in perpetuity. 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.
- (6) 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.
- (7) 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.
- (8) 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.



Anne Haaker  
Deputy State Historic Preservation Officer  
Illinois State Historic Preservation Office

Date: June 8, 2011



Dallan C. Wordekemper  
Federal Preservation Officer  
United States Postal Service

Date: 6/3/11