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DOCUMENT NO. _____ FILED FOR RECORD IN RECORDER'S OFFICE COVENANT
OF FORD COUNTY, ILLINOIS ON 4-15-88 AT 9:21 O'CLOCK A.M.

RONALD A. RASMUS, RECORDER

between

ILLINOIS HISTORIC PRESERVATION AGENCY

and

THE PAXTON FOUNDATION, INC.

THIS AGREEMENT, made and entered into this 31st day of March, 1988
by and between the Illinois Historic Preservation Agency, hereinafter called the
Agency; and The Paxton Foundation, Inc., hereinafter called the Foundation.

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded
and paid to the Foundation an Illinois Heritage Grant in the amount of Three
Thousand Dollars (\$3,000.00) which sum was granted for the preservation of the
Paxton Water Tower, located at 145 South Market Street, Paxton, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work
relating to the historic preservation of the Paxton Water Tower, located at 145
South Market Street, Paxton, Illinois, as specified in the application from the
Foundation to the Illinois Historic Preservation Agency, as amended from time to
time by the Agency and the Foundation;

WHEREAS, the historic preservation work accomplished under this grant is in
accordance with the "Secretary of the Interior's Standards for Historic
Preservation Projects" as evidenced in plans, specifications, detailed
descriptions or other materials submitted to the Agency and in accordance with
recommendations and standards set forth;

WHEREAS, a Covenant is required on a property receiving grant assistance
whenever the owner and/or the project sponsor has accrued certain tangible
benefits;

WHEREAS, if the Paxton Water Tower, located at 145 South Market Street,
Paxton, Illinois, is made available through a rental arrangement to
organizations other than the Foundation for various general public functions,
the Foundation shall secure signed assurances from the renter stating that the
renter shall not discriminate against individuals on the basis of race, creed,

subsequent project undertakings shall in no way duplicate work accomplished under this award;

NOW THEREFORE, in consideration of the mutual advantages resulting from the respective obligations assumed under this AGREEMENT:

The Foundation Agree(s):

1. To maintain financial and administrative records pertaining to this grant award for at least three (3) years following the completion of all project work conducted under this grant, or until all claims and audit findings involving the project have been resolved;
2. To comply with the requirements of the Illinois Historic Preservation Agency and assume the cost of continued maintenance and repair of the property so as to preserve the architectural, historical, or archaeological integrity of the property for the specified period of time in order to protect and enhance those qualities that made the property eligible for listing on the National Register of Historic Places.
3. The Foundation agrees that when the Property is not clearly visible from a public right-of-way or includes interior work assisted with Illinois Heritage grant funds, the Property will be open to the public no less than 12 days a year on an equitably spaced basis and at other times by appointment. Nothing in this agreement will prohibit the Foundation from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Foundation further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Illinois Heritage grant funds are not visible from the public way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open to the public. Documentation of such notice will be furnished annually to the State Historic Preservation Officer during the term of the agreement.

The Department Agrees:

1. To make periodic inspections of the site and facilities;

THIS AGREEMENT SHALL BE IN FORCE from April 1, 1988 until March 31, 1998, and shall be recorded in the Office of the Recorder of Deeds of Ford County, Illinois, against the land whose legal description is as follows:

Lot 6 except North 32 feet
North 22 feet Lot 7
Block 2
Original Town West
Paxton, Illinois
Ford County
Known as 145 South Market Street

ACCORDINGLY, the parties have executed this agreement on the day and year first written above.

ILLINOIS HISTORIC PRESERVATION AGENCY

Michael Devine
Michael Devine

Ramaze
Notary Public Seal

Royce Bowd (PRESIDENT)
for The Paxton Foundation, Inc.

Karla K. Diesburg
Notary Public Seal

OFFICIAL SEAL
KARLA K. DIESBURG
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT. 23, 1991

COUNTY RECORDER'S SEAL

Prepared by:
Illinois Historic Preservation Agency
Grants Management Section
Old State Capitol
Springfield, Illinois 62701

RETURN TO :
PACEY + PACEY