

CONSERVATION EASEMENT AGREEMENT
For a Save America's Treasures Grant (Historic Building)

INTRODUCTION. This conservation easement agreement is made the 20th day of March, 2006, between The Village of Riverside, Illinois, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the Illinois Historic Preservation Agency, as GRANTEE of the conservation easement (hereafter referred to as the "Grantee"). This conservation easement agreement is entered under Section 11-48.2-2 of the Illinois Municipal Code, 65 ILCS 5/11-42.2-2, for the purpose of preserving the Riverside Historic Water Tower, a building that is important culturally, historically, and architecturally.

1. **The Subject Property.** This agreement creates a conservation easement in real estate legally described as **Lots 1508 through 1510 in Block 42 in the Third Division of Riverside, in Section 36, Township 39 North, Range 12 East of the Third Principal Meridian in Cook county, Illinois (PIN 15-36-300-001)**. The Subject Property is the site of the Riverside Historic Water Tower, located at 10 Pine Avenue, Riverside, IL 60546 (hereafter referred to as the "Property").

2. **Grant of conservation easement.** In consideration of the sum of \$275,000 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Riverside Historic Water Tower.

3. **Easement required for federal grant.** This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Save America's Treasures Grant Program.

4. **Conditions of easement:**

a. *Duration.* This conservation easement is granted for a period of fifty (50) years commencing on the date when it is filed with the Cook County, Illinois Recorder.

b. *Documentation of condition of the Property Name at time of grant of this easement.* In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character defining materials, features and spaces is incorporated as Exhibit "A" at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement Exhibit "A," Grantee personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.

c. *Restrictions on activities that would affect historically significant components of the Property.* The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior spaces and features identified in Exhibit "A," exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").

d. *Duty to maintain the Property.* The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the subject Property, including the *two well houses*, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.

e. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. At the option of the Grantor, the relevant portions of the Property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

f. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement agreement are being observed.

g. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee (*or State Historic Preservation Office if another organization is holding the easement*).

h. *Easement shall run with the land; conditions on conveyance.* This conservation easement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property, the Subject Property, or any part thereof.

i. *Casualty Damage or Destruction.* In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to

the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If, after reviewing a written report prepared by a qualified preservation architect who is acceptable to both parties, they agree that the restoration/reconstruction of the property is impractical or impossible or agree that the purpose of this easement would not be served by such restoration/reconstruction, the Grantor may, with the prior written approval of the Grantee, alter, demolish, remove, or raze one or more elements of the Property, or the Property itself, and/or construct new improvements on the Subject Property. The Grantee shall give its written approval, if any, within 60 days of receiving the Grantor's request for approval.

j. Enforcement. The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Property to reimburse the Grantee and the Illinois Attorney General for all the State's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

k. Amendments. The parties may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the Cook County Recorder.

l. Effective date; severability. This conservation easement shall become effective when the Grantor files it in the Office of the Recorder of Cook County, Illinois, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

GRANTOR: Village of Riverside, Illinois

By: Kathleen F. Rush
Kathleen F. Rush, Village Manager

STATE OF ILLINOIS, COOK COUNTY, ss: On this 20th day of March, 2006, before me the undersigned, a Notary Public for said State, personally appeared Kathleen F. Rush, to me personally known, who stated that she is Village Manager, Village of Riverside, Illinois, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its Board of Trustees, and that as such officer, she acknowledged that she executed the foregoing instrument as her voluntary act and the voluntary act of the corporation.



Barbara A. Heinrich
NOTARY PUBLIC

GRANTEE: Illinois Historic Preservation Agency

By: William L. Wheeler
William L. Wheeler, Chief Legal Counsel

STATE OF ILLINOIS, SANGAMON COUNTY, ss: On this 27th day of March, 2006, before me, a Notary Public for said State, personally appeared William L. Wheeler, who stated that he is Chief Legal Counsel, Illinois Historic Preservation Agency, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the Illinois Historic Preservation Agency.

Marjorie C. Lewis
NOTARY PUBLIC



Doc#: 0608839005 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/29/2006 10:44 AM Pg: 1 of 7

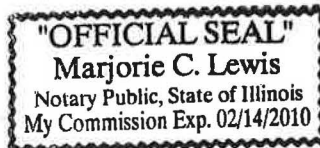


EXHIBIT "A" TO CONSERVATION EASEMENT AGREEMENT

Riverside Historic Water Tower, Riverside, Illinois

To remain eligible for listing on the National Register of Historic Places, a property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of the Property Name.

Significant Exterior Spaces and Features

1870 WATER TOWER BASE:

- Random ashlar battered limestone base and water table.
- Common red brick and Milwaukee cream brick masonry with carved Joliet limestone details. Ten two story red brick pilasters with limestone caps support ten large polychrome pointed arches with carved limestone keystones. Two levels of window openings are capped with polychrome brick arches with carved limestone spring stones.
- Twenty original 1870 wood double hung window frames and sashes restored with reconstructed diamond pattern leaded glass.

1914 WATER TOWER SHAFT:

- Brick masonry coated with mineral based paint.
- decorative band of limestone spring and key stones with brick pointed arch vaulting near top of shaft.
- Six narrow fixed lite wood framed windows.

1914 METAL TANK & BALCONY:

- Twenty painted concrete brackets supporting painted steel balcony with stamped pattern railing panel and pointed arches, cast column banding and column capital.
- graduated conical painted metal roof with finial cap.

WATER TOWER INTERIOR FEATURE:

- Four cast and wrought iron bridge trusses designed by William Le Baron Jenney remain in excellent condition at the mid-level of the tower. These trusses supported the original wood water tank.

1914 PUMP HOUSE:

- Brick and limestone entry gable and door surround with pair reconstructed wood entry doors.
- Limestone ashlar base with limestone water table, window surrounds and quoins.
- Original double hung wood windows.
- Reconstructed slate mansard roof with copper cap and flashings.

1898 SOUTHWEST & NORTHEAST WELL HOUSES:

- Random ashlar limestone wall, belt course and door and window surrounds with pointed arches.
- Painted wood cornice with filigree detailing and tongue and groove soffit boards.
- Reconstructed graduated conical slate tile roof with finial cap.
- At Southwest Well House only: Four reconstructed wood quatrefoil dormer windows.