

between

ILLINOIS HISTORIC PRESERVATION AGENCY

and

THE VILLAGE OF BETHALTO

THIS AGREEMENT, made and entered into this 20th day of September, 1990 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and the Village of Bethalto, hereinafter called the Village;

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded and paid to the Village an Illinois Heritage Grant in the amount of Six Thousand Dollars (\$6,000.00) which sum was granted for the preservation of the Bethalto Village Hall, located at 124 Main Street., Bethalto, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Bethalto Village Hall, located at 124 Main Street., Bethalto, Illinois, as specified in the application from the Village to the Illinois Historic Preservation Agency, as amended from time to time by the Agency and Village;

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 Bethalto Village Hall, located at 124 Main Street, Bethalto, Illinois, is made available through a rental arrangement to organizations other than the Village for various general public functions, the Village shall secure signed assurances from the renter stating that the renter shall not discriminate against individuals on the basis of race, creed, color, sex, age, handicap, or national origin while using the facility.

WHEREAS, the award to the Village does not preclude the Village or subsequent owners of the Bethalto Village Hall, located at 124 Main Street,

fully the Bethalto Village Hall, located at 124 Main Street, Bethalto, Illinois, provided that subsequent project undertakings shall in no way duplicate work accomplished under this award;

BOOK 3596 PAGE 117

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

The Village 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 Village 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 Village from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Village 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;
2. To recommend normal and routine preventive care of those areas and

THIS AGREEMENT SHALL BE IN FORCE from July 1, 1990 until June 30, 2000,
and shall be recorded in the Office of the Recorder of Deeds of Bethalto,
Illinois, against the land whose legal description is as follows:

"Starkey's, Joel U. Addition, Lot Numbered Twenty-Four (24),
50' x 120', Section 1, of Wood River Township, as per plat
thereof recorded in the Recorder's Office of Madison County,
Illinois in Plat Book 20, Page 11."

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

ILLINOIS HISTORIC PRESERVATION AGENCY


Michael Devine

Witness:



Notary Public Seal

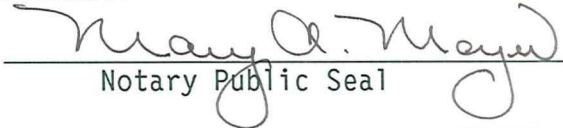


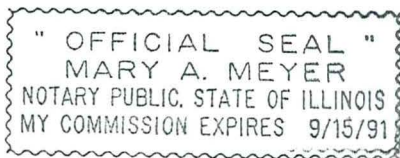


for the Village of Bethalto

William F. Stephenson, Village President

Witness:


Notary Public Seal



COUNTY RECORDER'S SEAL

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