

COVENANT

between

88R1309

STATE OF ILLINOIS-COUNTY OF HENRY

ILLINOIS HISTORIC PRESERVATION AGENCY

Filed and Recorded

March 18, 1988

and

at 10:15 o'clock A M

MARTHA S. SAWYER, Recorder of Deeds

BISHOP HILL OLD SETTLERS ASSOCIATION

Deputy [Signature]

THIS AGREEMENT, made and entered into this 18 day of March, 1988 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and the Bishop Hill Old Settlers Association, hereinafter called the Association;

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded and paid to the Association an Illinois Heritage Grant in the amount of Six Thousand Five Hundred Dollars (\$6,500.00) which sum was granted for the preservation of the Colony School Building, located at Bishop Hill, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Colony School Building, located at Bishop Hill, Illinois, as specified in the application from the Association to the Illinois Historic Preservation Agency, as amended from time to time by the Agency and the Association;

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 Colony School Building, located at Bishop Hill, Illinois, is made available through a rental arrangement to organizations other than the Association for various general public functions, the Association 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 Association does not preclude the Association or subsequent owners of the Colony School Building, located at Bishop Hill, Illinois, from applying for, and being considered without prejudice for state and federal funds as may be necessary to preserve fully the Colony School

Building, located at Bishop Hill, Illinois, provided that 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 Association 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 Association 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 Association from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Association 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 facilities of the Colony School Building, located at Bishop Hill, Illinois, affected by this historic preservation grant; and the Illinois Historic Preservation Agency may proceed to enforce this provision through appropriate legal action.

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 Henry County,
Illinois, against the land whose legal description is as follows:

The North Half ($N\frac{1}{2}$) of Block Thirty-two (32) except a tract in the Northwest corner of said Block described as follows, beginning at the Northwest corner of said Block; thence East Twenty (20) feet; thence South parallel with the West line of said Block Fifty (50) feet; thence West parallel with the North line of said Block Twenty (20) feet; thence North Fifty (50) feet to the place of beginning:

Also the North Twenty (20) feet of Lots Two (2) and Three (3) of Block Thirty-two (32) (incorrectly described in deed from Louis F. Johnson and wife to School Trustees, recorded in Book 243 Page 531, as the North Twenty (20) feet of Lots Three (3) and Four (4)),


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 Bishop Hill Old Settlers Assn.

Witness:


Notary Public Seal



COUNTY RECORDER'S SEAL

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