

COVENANT

between

ILLINOIS HISTORIC PRESERVATION AGENCY

and

CONFLUENCE COMMUNITY DEVELOPMENT, INC.

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of May 1990 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and Confluence Community Development, Inc., hereinafter called CCDI;

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded and paid to CCDI an Illinois Heritage Grant in the amount of Five Thousand Dollars (\$5,000) which sum was granted for the preservation of the the Isabella Maud Rittenhouse House, located at 703 Walnut Street, Cairo, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Isabella Maud Rittenhouse House, located at 703 Walnut Street, Cairo, Illinois, as specified in the application from CCDI to the Illinois Historic Preservation Agency, as amended from time to time by the Agency and CCDI;

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 Isabella Maud Rittenhouse House, located at 703 Walnut Street, Cairo, Illinois, is made available through a rental arrangement to organizations other than CCDI for various general public functions, CCDI 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 CCDI does not preclude CCDI or subsequent owners of the Isabella Maud Rittenhouse House, located at 703 Walnut Street, Cairo, Illinois, from

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

**CCDI 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. CCDI 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 CCDI from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. CCDI 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 Agency 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 Isabella Maud Rittenhouse House, located at 703 Walnut Street, Cairo, 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 January 1, 1991 until December 31, 2001, and shall be recorded in the Office of the Recorder of Deeds of Cairo, Illinois, against the land whose legal description is as follows:

Lots One (1), Two (2), and Three (3) in Block Numbered Sixty-eight (68) in the City of Cairo, County of Alexander, and State of Illinois

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

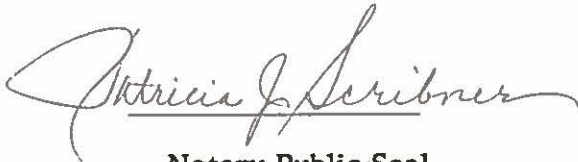
ILLINOIS HISTORIC PRESERVATION AGENCY



William L. Wheeler

State Historic Preservation Officer

Witness:



Notary Public Seal

OFFICIAL SEAL  
PATRICIA J. SCRIDNER  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JUNE 30, 1992



for Confluence Community Development,

Inc.

Witness:



Notary Public Seal

"OFFICIAL SEAL"  
NORA IRELAND  
Notary Public, State of Illinois  
My Commission Expires 6/15/94

COUNTY RECORDER'S SEAL