

COVENANT
between
ILLINOIS DEPARTMENT OF CONSERVATION
and
GREENE COUNTY HISTORICAL AND GENEALOGICAL SOCIETY

THIS AGREEMENT, made and entered into this 20th day of June, 1984 by and between the Illinois Department of Conservation, hereinafter called the Department; and the Greene County Historical and Genealogical Society, hereinafter called the Society;

WHEREAS, the Department has transferred, awarded and paid to the Society an Historic Preservation Fund annual project grant in the amount of Eleven Thousand Dollars (\$11,000.00) which sum was granted to the Department by the United States Department of the Interior, National Park Service for preservation of the Hodges House, located at North Main in Carrollton, Illinois, under the provisions of the National Historic Preservation Act of 1966 (PL 89-665) as amended;

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Hodges House, located at North Main in Carrollton, Illinois, as specified in the application from the Department to the National Park Service, as amended from time to time by the Department and Society;

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 Department and to the National Park Service, 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;

STATE OF ILLINOIS } ss 61523
COUNTY OF GREENE }
This instrument was filed for record on
the 26 day of June A.D.
1984 at 11:00 o'clock A. M. and
Recorded in Book XX Page 147

Ernie B. Betty
Paid \$ 2.00 Recorder

WHEREAS, if the Hodges House, located at North Main in Carrollton, Illinois, is made available through a rental arrangement to organizations other than the Society for various general public functions, the Society shall secure signed assurance 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 Society does not preclude the Society or subsequent owners of the Hodges House, located at North Main in Carrollton, Illinois, from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully the Hodges House, located at North Main in Carrollton, 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 Society 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 Department and the National Park Service to 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 Society agrees that when the Property is not clearly visible from a public right of way or includes interior work assisted with Historic Preservation 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 Society from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Society further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation 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 report to the National Park Service when any part of this agreement and its Covenants as it relates to the federal administration of the grant, are not satisfied so that appropriate legal action may be taken;
2. To make periodic inspections of the site and facilities;
3. To recommend normal and routine preventive care of those areas and facilities of the Hodges House, located at North Main in Carrollton, Illinois, affected by this historic preservation grant; and the Department may proceed to enforce this provision through appropriate legal action.

THIS AGREEMENT SHALL BE IN FORCE from July 1, 1984 until July 1, 1989, and shall be recorded in the Office of the Recorder of Deeds of Greene, Illinois, against the land whose legal description is as follows:

The South Ninety-Eight feet Six inches (98'6") of the following described tract of land, being all that part of said tract lying South of a line extending Easterly and Westerly across said tract six (6') feet North of the Northernmost brick wall of the existing building of historic significance thereon, known as "The Hodges Building":

Lot Numbered Nineteen (19) and Seventeen (17) feet and Eight (8) inches, more or less, off the West side of Lot Numbered Twenty (20), being all that portion of said Lot Numbered Twenty (20) lying West of the West line of the West wall of the brick building now located on said lot* all in the Original Town, now City, of Carrollton, subject to and together with existing easements and rights-of-way, situated in said City of Carrollton, in the County of Greene and State of Illinois.

*Numbered Twenty (20) as extended North to the North line of said lot, all in the Original Town, now City, of Carrollton, subject to and together with existing easements and rights-of-way, situated in said City of Carrollton, in the County of Greene and State of Illinois.

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

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney
David Kenney

Witness:

Thomas E. Richter
Notary Public Seal

Barbara B. Damm President
Greene County Historical and
Genealogical Society

Witness:

No. Main St. Carrollton, Ill. 62016
Address

Jason P. Schmitt
Notary Public Seal

COUNTY RECORDER'S SEAL

Prepared by:
Illinois Department of Conservation
Gifts & Grants Management Section
Bureau of Lands & Historic Sites
524 South Second Street
Springfield, Illinois 62706