

COVENANT
between
ILLINOIS DEPARTMENT OF CONSERVATION
and
THE COLES COUNTY BOARD

Jackie Brown
RECORDER

THIS AGREEMENT, made and entered into this 12th day of June,
1984 by and between the Illinois Department of Conservation, hereinafter
called the Department; and the Coles County Board, hereinafter called the
Board;

WHEREAS, the Department has transferred, awarded and paid to the Board
an Historic Preservation Fund annual project grant in the amount of Twenty-Two
Thousand Dollars (\$ 22,000.00) which sum was granted to the Department by the
United States Department of the Interior, National Park Service for
preservation of the Coles County Courthouse, located at Courthouse Square,
Charleston, 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 Coles County Courthouse,
located at Courthouse Square, Charleston, Illinois as specified in the
application from the Department to the National Park Service, as amended from
time to time by the Department and the Board;

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;

WHEREAS, if the Coles County Courthouse, located at Courthouse Square, Charleston, Illinois is made available through a rental arrangement to organizations other than the Board for various general public functions, the Board 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 Board does not preclude the Board or subsequent owners of the Coles County Courthouse, located at Courthouse Square, Charleston, Illinois, from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully the Coles County Courthouse, located at Courthouse Square, Charleston, 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 Board 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 Board 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 Board from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Board 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 Coles County Courthouse, located at Courthouse Square, Charleston, 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 June 1, 1984 until June 1, 1989, and shall be recorded in the Office of the Recorder of Deeds of Coles County, Illinois, against the land whose legal description is as follows:

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

Eugene C. Baul

Chairman
Coles County Board

Witness:

Betty Johnson Coffrin

Notary Public Seal

Coles County Courthouse

Address
Charleston, IL 61920

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

AN AMENDMENT TO THE COVENANT AGREEMENT between STATE OF ILLINOIS
DEPARTMENT OF CONSERVATION

AND

Coles County Board

dated June 13, 1984

Project Title: Coles County Courthouse

Project Location: Courthouse Square, Charleston, Illinois

This amendment is entered into this _____ day of _____, 19____, by
and between the Illinois Department of Conservation and Coles County Board

1. The project period is (~~amended~~, not amended).

The amended project period is _____, or as
terminated by the Associate Director.

2a. The total project cost is (amended, not amended).

The amended total project cost shall be \$ _____.

b. The federal share award and percentage federal fund support is (amended,
~~not amended~~).

The amended federal share shall be \$ 31,712.00.

The amended percentage of federal fund support shall be _____ %.

3. The work/cost outline is (amended, not amended).

The amended work/cost outline shall be:

4. The following special conditions have been added:

during the period of this agreement.

Executed on the 4th day of
October, 19 84

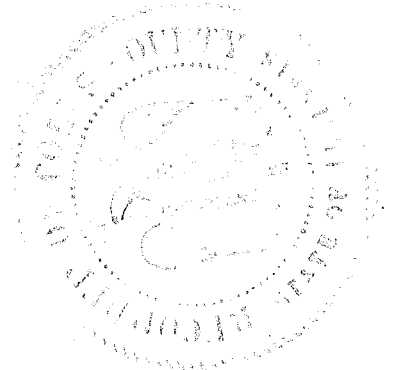
David Kenney
David Kenney
Illinois Department of Conservation

Eugene C. Bauer
Chairman
Coles County Board
Coles County Courthouse
Address
Courthouse Square
Charleston, IL 61920
City, State, Zip Code

Witness:

Thomas E. Richter
Notary Public Seal

COUNTY RECORDER'S SEAL



Filed Oct 10, 1984 at 4:30 p.m. Coles Co IL Doc #465757 Vol 636 Page 87

Jackie Bacon
RECORDER