

1245567

State of Illinois SS I Herby  
Mason County SS Certify 10  
That This Instrument Was Filed For  
Record At 11:00 AM And

COVENANT

between

MICROFILM

OCT 14 1987

ILLINOIS HISTORIC PRESERVATION AGENCY recorded in Book 2258 Page 554

and

Edwin J. Vangundy Jr.  
See 10.00 and Recorder of Deeds

JAMES MILLIKIN HOMESTEAD, INC.

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of October, 1987  
by and between the Illinois Historic Preservation Agency, hereinafter called the  
Agency; and James Millikin Homestead, Inc., hereinafter called JMHI.

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded  
and paid to JMHI an Illinois Heritage Grant in the amount of Five Thousand Three  
Hundred and Twenty-Five Dollars (\$5,325.00) which sum was granted for the  
preservation of the James Millikin Homestead, located at 125 Pine Street,  
Decatur, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work  
relating to the historic preservation of the James Millikin Homestead, located  
at 125 Pine Street, Decatur, Illinois, as specified in the application from JMHI  
to the Illinois Historic Preservation Agency, as amended from time to time by  
the Agency and JMHI;

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 James Millikin Homestead, located at 125 Pine Street,  
Decatur, Illinois, is made available through a rental arrangement to  
organizations other than JMHI for various general public functions, JMHI shall  
secure signed assurances from the renter stating that the renter shall not

located at 125 Pine Street, Decatur, 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 JMHI 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 JMHI 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 JMHI from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The JMHI 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;

THIS AGREEMENT SHALL BE IN FORCE from July 1, 1987 until June 30, 1997, and shall be recorded in the Office of the Recorder of Deeds of Macon 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 HISTORIC PRESERVATION AGENCY

Michael Devine  
Michael Devine

Witness:

Naomie Ramage  
Notary Public Seal

Barbara A. Hackel  
for James Millikin Homestead, Inc.

William Eddy  
for Millikin University

Witness:  
Merrill C. Stee  
Notary Public Seal

COUNTY RECORDER'S SEAL