

Ret to: Linda Hay
121 Lake Forest Dr.
Belleville. Il. 62220

BOOK 2834 PAGE 872

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STATE OF ILLINOIS
ST. CLAIR COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

1991 OCT 23 AM 8:56
BOOK 2834 PAGE 872

Meredith T. Bellis

RECORDER

COVENANT

between

ILLINOIS HISTORIC PRESERVATION AGENCY

and

PRAIRIE DU PONT PRESERVATION SOCIETY

THIS AGREEMENT, made and entered into this 1st day of July 1991 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and the Prairie du Pont Preservation Society, hereinafter called the Society;

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded and paid to the Society, an Illinois Heritage Grant in the amount of Twenty Thousand Dollars (\$20,000.00) which sum was granted to the Agency by the United States Department of the Interior, National Park Service for the preservation of the Pierre Martin House, located at 1st Street and Old Route 3, Prairie du Pont, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Pierre Martin House located at 1st Street and Old Route 3, Prairie du Pont, Illinois, as specified in the application from the Society to the Illinois Historic Preservation Agency, as amended from time to time by the Agency 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 Agency and in accordance with recommendations and standards set forth;

WHEREAS, a Covenant is required on a property receiving grant

\$16.75 PAID

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[Signature]

race, religion, national origin, or handicap. In implementing open, public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with Illinois Historic Preservation Agency.

WHEREAS, if the Pierre Martin House located at 1st Street and Old Route 3, Prairie du Pont, Illinois, is made available through a rental arrangement to organizations other than the Society for various general public functions, the Society 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 Society does not preclude the Society or subsequent owners of the Pierre Martin House located at 1st Street and Old Route 3, Prairie du Pont, Illinois, from applying for, and being considered without prejudice for state and federal funds as may be necessary to preserve fully the Pierre Martin House located at 1st Street and Old Route 3, Prairie du Pont, 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 Illinois Historic

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 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 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 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 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 Pierre Martin House located at 1st Street and Old Route 3, Prairie du Pont, Illinois, affected by this historic preservation grant; and the

THIS AGREEMENT SHALL BE IN FORCE from July 1, 1991 until June 1, 2001, and shall be recorded in the Office of the Recorder of Deeds of Prairie du Pont, Illinois, against the land whose legal description is as follows:

Lots 3 and 4, in Block 2 "BOISMENUES ADDITION TO NORTH DUPO"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "S" on Page 33.

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

ILLINOIS HISTORIC PRESERVATION AGENCY

Witness:

William L. Wheeler

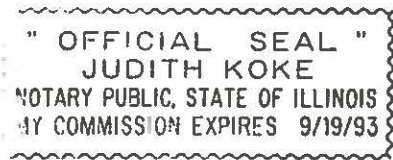
William L. Wheeler
State Historic Preservation Officer

Dennis Nichols

Witness:

for Prairie du Pont Preservation Society
Dennis Nichols, President

SUBSCRIBED AND SWORN to before me this 17th day of October, 1991.



Judith Koke

Notary

COUNTY RECORDER'S SEAL

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