

COVENANT

BOOK 3441 PAGE 1078

between

ILLINOIS HISTORIC PRESERVATION AGENCY

and

THE EDWARDSVILLE/GLEN CARBON CHAMBER OF COMMERCE

THIS AGREEMENT, made and entered into this 23rd day of September, 1987 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and the Edwardsville/Glen Carbon Chamber of Commerce, hereinafter called the C of C;

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded and paid to the C of C an Illinois Heritage Grant in the amount of Four Thousand Three Hundred Dollars (\$4,300.00) which sum was granted for the preservation of the Berleman House, located at 115 South Main, Edwardsville, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Berleman House, located at 115 South Main, Edwardsville, Illinois, as specified in the application from the C of C to the Illinois Historic Preservation Agency, as amended from time to time by the Agency and the C of C;

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 Berleman House, located at 115 South Main, Edwardsville, Illinois, is made available through a rental arrangement to organizations other than the C of C for various general public functions, the C of C 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,

the Berleman House, located at 115 South Main, Edwardsville, 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 C of C 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 C of C 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 C of C from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The C of C 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;
2. To recommend normal and routine preventive care of those areas and

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 Madison
County, Illinois, against the land whose legal description is as follows:

Lot 486 of Upper Edwardsville situated in NW $\frac{1}{4}$ Section 11
Township 04 Range 08 West

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

ILLINOIS HISTORIC PRESERVATION AGENCY

Michael Devine
Michael Devine

Witness:

Naomi Ramage

Notary Public Seal

Lloyd E. Schwarz

for the Edwardsville/Glen Carbon

Chamber of Commerce

Corporate Secretary
Executive Vice President

Witness:

Debra M. Cooper

Notary Public Seal

COUNTY RECORDER'S SEAL

Prepared by:

Illinois Historic Preservation Agency
Grants Management Section
Old State Capitol
Springfield, Illinois 62701