

MORGAN COUNTY, ILLINOIS
FILED FOR RECORD
MISC DRAWER 5 CARD 4034

COVENANT

between

ILLINOIS HISTORIC PRESERVATION AGENCY

and

THE REVEREND JAMES CALDWELL CHAPTER, N.S.D.A.R.

1987 MAR 11 PM 3:48

BY: *Debra J. Brown*

THIS AGREEMENT, made and entered into this 11th day of March, 1987 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and the Reverend James Caldwell Chapter, N.S.D.A.R., hereinafter called D.A.R.;

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded and paid to D.A.R. an Illinois Heritage Grant in the amount of Five Thousand Dollars (\$5,000.00) which sum was granted for the preservation of the Gov. Duncan Mansion, located at #4 Duncan Place, Jacksonville, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Gov. Duncan Mansion, located at #4 Duncan Place, Jacksonville, Illinois, as specified in the application from the D.A.R. to the Illinois Historic Preservation Agency, as amended from time to time by the Agency and the D.A.R.;

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 Gov. Duncan Mansion, located at #4 Duncan Place, Jacksonville, Illinois, is made available through a rental arrangement to organizations other than the D.A.R. for various general public functions, the D.A.R. shall secure signed assurances from the renter stating that the renter

INDEXED
AND
COMPARED

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 D.A.R. 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 D.A.R. 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 D.A.R. from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The D.A.R. 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:

THIS AGREEMENT SHALL BE IN FORCE from March 1, 1987 until February 28, 1997, and shall be recorded in the Office of the Recorder of Deeds of Morgan County, Illinois, against the land whose legal description is as follows:

Pt Lots 6, 7, 8, 9, 12 and 13 in Addn. called Duncan Place - City of Jacksonville - bounded and described as follows: Beg. at a point 10' N. and 260' E. of SW Cor. of Lt. 10 in said Addn., thence N. 487'8", 260' E. of SW Cor, Lt 10 in said Addn.,; thence N. 487'8", more or less, to S. line of a tract of land being a portion of lots 6 & 7 in said addn., thence E. 175'10", more or less, to the SE Cor. of said tract of land, thence S 487'8", more or less, to a point 10' N of the S. line of Lt 13 thence W. 175'10", more or less, to place of beg., said lands being located in the NE NE of Sec. 19 T15N R10W, subject to right-of-way restrictions.


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

ILLINOIS HISTORIC PRESERVATION AGENCY


Michael Devine

Witness:


Notary Public Seal


for the Rev. J. Caldwell Chapter
Martha Patterson, Regent
N.S.D.A.R.

Witness:


Notary Public Seal

COUNTY RECORDER'S SEAL