

COVENANT  
between  
ILLINOIS HISTORIC PRESERVATION AGENCY  
and  
THE HENDERSON COUNTY HISTORICAL SOCIETY

THIS AGREEMENT, made and entered into this 24th day of July, 1987 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and the Henderson County Historical 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 Five Thousand Dollars (\$5,000.00) which sum was granted for the preservation of the Alexis Phelps House, located at Oquawka, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Alexis Phelps House, located at Oquawka, 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 the 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 assistance whenever the owner and/or the project sponsor has accrued certain tangible benefits;

WHEREAS, if the Alexis Phelps House, located at Oquawka, 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 Alexis Phelps House, located at Oquawka, Illinois, from applying for, and being considered without prejudice for state and federal funds as may be necessary to preserve fully the Alexis Phelps House, located at

Oquawka, 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 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 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 Department Agrees:

1. To make periodic inspections of the site and facilities;
2. To recommend normal and routine preventive care of those areas and facilities of the Alexis Phelps House, located at Oquawka, Illinois, affected by this historic preservation grant; and the Illinois Historic Preservation Agency may proceed to enforce this provision through appropriate legal action.

THIS AGREEMENT SHALL BE IN FORCE from May 1, 1987 until April 30, 1997, and shall be recorded in the Office of the Recorder of Deeds of Henderson County, Illinois, against the land whose legal description is as follows:

Lot Eleven (11) and South  $\frac{1}{2}$  Lot Ten (10), Block Forty-Two (42),  
Village of Oquawka, Henderson County, Illinois



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

*John H. Allaman, President*  
for the Henderson County Historical  
Society

John H. Allaman, President

Witness:

*Marcella Cesio*

Notary Public Seal

COUNTY RECORDER'S SEAL

STATE OF ILLINOIS } ss 130811  
Henderson County

This instrument of writing was filed for  
record on the 24<sup>th</sup> day of July  
A.D. 1987 at 2:53 o'clock P.M.  
and duly recorded on microfilm.

*Evelyn M. Rogers* Recorder.  
*Marcella Cesio* Deputy

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

