

COVENANT

between

ILLINOIS HISTORIC PRESERVATION AGENCY

and

the Pike County Historical Society

THIS AGREEMENT, made and entered into this 17th day of February, 1987

by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and the Pike 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 Historic East School, located at East Jefferson Street, Pittsfield, Illinois.

Old East School house

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Historic East School, located at East Jefferson Street, Pittsfield, 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 Historic East School, located at East Jefferson Street, Pittsfield, 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

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:

THIS AGREEMENT SHALL BE IN FORCE from January 1, 1987 until December 31, 1996, and shall be recorded in the Office of the Recorder of Deeds of Pike County, Illinois, against the land whose legal description is as follows:

That portion of the Schoolhouse Site in and of Community Unit School Dist. No. 10 Pike and Calhoun Counties, Illinois, commonly known as the Old East Schoolhouse Site ^{with} the building thereon commonly known as the Old East School, more particularly bounded and described as follows:

Beginning at a point marking the Southwest Corner of Outlot 36 in the City of Pittsfield in the County of Pike and State of Illinois, thence running North 52 degrees 36 minutes and 09 seconds East 111.80 feet; thence North 00 degrees 56 minutes and 09 seconds East 160.55 feet; thence South 89 degrees 00 minutes and 06 seconds East 146.50 feet; thence South 00 degrees 13 minutes and 44 seconds West 216 feet to a point on the North Line of East Jefferson Street in said City of Pittsfield; thence South 90 degrees 00 minutes and 00 seconds West along the North Line of said East Jefferson Street to the point of beginning.

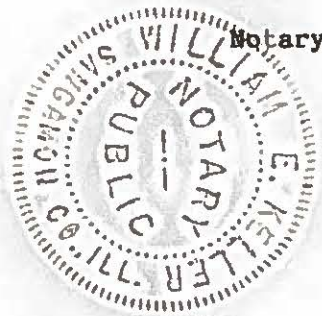
ACCORDINGLY, the parties have executed this agreement on the day and year first written above.

ILLINOIS HISTORIC PRESERVATION AGENCY

Michael Devine
Michael Devine

Witness:

William E. Kellen



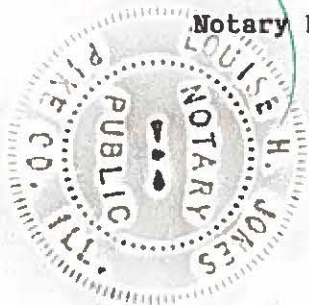
Notary Public Seal

J. Victor Hopper

J. Victor Hopper, President
Pike County Historical Society

Witness:

Louise H. Jones



Notary Public Seal

COUNTY RECORDER'S SEAL

STATE OF ILLINOIS } ss 87-359
COUNTY OF PIKE

INDEXED

I hereby certify that this instrument was filed for record in the Recorder's Office of Pike County aforesaid, on the 17th day of February 19 87 at the hour of 3:15 o'clock P. M., and was recorded in Book 11 of Misc. Page 13

Carrol K. Hoover Recorder
Lucile Shaw Deputy

Prepared by: