

COVENANT
between
ILLINOIS DEPARTMENT OF CONSERVATION
and
Randolph County Historical Society

83045

BOOK 296 PAGE 465

THIS AGREEMENT, made and entered into this 23th day of May,
19 84 by and between the Illinois Department of Conservation, hereinafter
called the Department; and Randolph County Historical Society, hereinafter
called Society;

WHEREAS, the Department has transferred, awarded and paid to Society an
Historic Preservation Fund annual project grant in the amount of Thirteen
Thousand Nine Hundred Fifty Dollars (\$ 13,950.00) which sum was granted to the
Department by the United States Department of the Interior, National Park
Service for preservation of Creole House, located in Prairie du Rocher,
Randolph County, Illinois, under the provisions of the National Historic
Preservation Act of 1966 (PL 89-665) as amended;

WHEREAS, this grant is used exclusively for the purpose and scope of
work relating to the historic preservation of Creole House, located at Market
Street, Prairie du Rocher, as specified in the application from the Department
to the National Park Service, as amended from time to time by the Department
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 Department and to the
National Park Service, 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 Creole House, located at Market Street, is made
available through a rental arrangement to organizations other than Society for
various general public functions, 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 Society does not preclude Society or subsequent owners of Creole House, located at Market Street, from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully Creole House, located at Market Street, 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 Department and the National Park Service to 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. That when the Property is not clearly visible from a public right of way or includes interior work assisted with Historic Preservation 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 Historic Preservation 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 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 Creole House, located at Market Street, affected by this historic preservation grant; and the Department may proceed to enforce this provision through appropriate legal action.

THIS AGREEMENT SHALL BE IN FORCE from June 1, 1984 until June 1, 1989, and shall be recorded in the Office of the Recorder of Deeds of Randolph County, Illinois, against the land whose legal description is as follows:

A part of Block 11, of the original Town of Prairie du Rocher, Ill. more particularly described as follows:
 Commencing at an old iron pin at the most westerly corner of Block 12 of the original town of Prairie du Rocher, Randolph County, Illinois; thence southeasterly along the southeast line of said Block 12, 218.86 feet to an iron pin; thence southeasterly with a deflection angle of $1^{\circ} 50' 45''$ to the south along said south west line of Block 12, 194.4 feet to a cross cut in the concrete sidewalk at the most southerly corner of said Block 12 and at the most westerly corner of Block 11 for a point of beginning of herein described tract; thence continuing southeasterly on the last described course along the southwest line of said Block 11, 135.0 feet to a crosscut in the concrete sidewalk; thence north easterly with a deflection angle of $95^{\circ} 20''$, 250 feet to an iron pin; thence north westerly with a deflection angle $90^{\circ} 08' 10''$, 134.26 feet to an iron pin hence southwesterly with a deflection angle of $89^{\circ} 51' 30''$, 235.57 feet to the point of beginning.

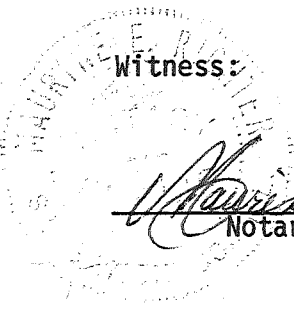
Said property also commonly known as the "Creole House" and Brickey Memorial Cemetery situated in the County of Randolph in the State of Illinois.

83045 ACCORDINGLY, the parties have executed this agreement on the day and year first written above.

BOOK 296 PAGE 468

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney
David Kenney

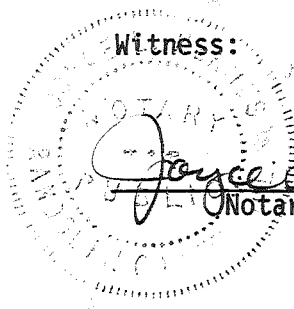


Witness:

Lawrence E. Richter
Notary Public Seal

Elvera Guebert Pres.
Ms. Elvera Guebert, President
Randolph County Historical Society

209 Locust Street
Address
Red Bud, Il - 62278



Witness:

Joyce L. Hermes
Notary Public Seal

COUNTY RECORDER'S SEAL

STATE OF ILLINOIS)
RANDOLPH COUNTY) SS.
The within instrument was
filed for record this 23rd day of
May 1987 at 4 o'clock pm
and is recorded in Volume 296 of
Deeds on Page 465-468
IN TESTAMONY WHEREOF, I have here-
unto set my hand the day and date afore-
said.

Charles Bernick

~~NOTARY PUBLIC~~

Prepared by:
Illinois Department of Conservation
Gifts & Grants Management Section
Bureau of Lands & Historic Sites
524 South Second Street
Springfield, Illinois 62706

AN AMENDMENT TO THE COVENANT AGREEMENT between STATE OF ILLINOIS
DEPARTMENT OF CONSERVATION

AND

RANDOLPH COUNTY HISTORICAL SOCIETY

dated May 25, 1984

Project Title: Creole House

Project Location: Located in Prairie du Rocher, Illinois

This amendment is entered into this 10th day of August, 1984, by
and between the Illinois Department of Conservation and the Randolph
County Historical Society.

1. The project period is (~~amended~~, not amended).
The amended project period is _____, or as
terminated by the Associate Director.

2a. The total project cost is (amended, not amended).
The amended total project cost shall be \$ _____.

b. The federal share award and percentage federal fund support is (amended,
~~not amended~~).
The amended federal share shall be \$ 15,950.00.
The amended percentage of federal fund support shall be _____%.

3. The work/cost outline is (amended, not amended).
The amended work/cost outline shall be:

4. The following special conditions have been added:

during the period of this agreement.

Executed on the 10th day of

August, 19 84

David Kenney

David Kenney
Illinois Department of Conservation

Elvera Guebert Pres.

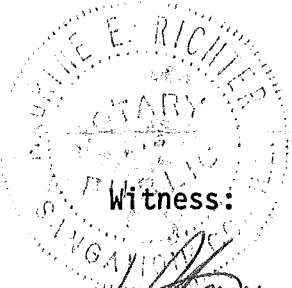
Ms. Elvera Guebert, President
Randolph County Historical Society

209 Locust St.

Address

Red Bud, Ill. 62278

City, State, Zip Code



Witness:

Maurine E. Richter
Notary Public Seal

COUNTY RECORDER'S SEAL



STATE OF ILLINOIS)
RANDOLPH COUNTY) SS.
The within instrument was
Filed for record this 14 day of
August 19 84 at 4 o'clock P.M.
and duly recorded in Volume 298 of
Dece on Page 822-824
IN TESTIMONY WHEREOF, I have here-
unto set my hand the day and date afore-
said.

Charles Bernack

CLERK AND RECORDER