

between

Matthew J. Casq
Recorder

ILLINOIS HISTORIC PRESERVATION AGENCY
and
THE CITY OF ROCK ISLAND
PARKS AND RECREATION DEPARTMENT

THIS AGREEMENT, made and entered into this 12 day of MAY, 1991 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and the City of Rock Island, hereinafter called the City;

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded and paid to the City an Illinois Heritage Grant in the amount of Four Thousand Nine Hundred Forty-Two Dollars and Fifty Cents (\$4,942.50) which sum was granted to the Agency by the United States Department of the Interior, National Park Service for the preservation of the Denkman-Hauberg Home, located at 1300-24th Street, Rock Island, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Denkman-Hauberg Home located at 1300-24th Street, Rock Island, Illinois, as specified in the application from the City to the Illinois Historic Preservation Agency, as amended from time to time by the Agency and City;

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 Denkman-Hauberg Home located at 1300-24th Street, Rock Island, Illinois, is made available through a rental arrangement to organizations other than the City for various general public functions, the City shall secure signed assurances from the renter stating that the renter shall not discriminate against

fully the Denkman-Hauberg Home located at 1300-24th Street, Rock Island, 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 City 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 City 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 City from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The City 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 Agency 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

THIS AGREEMENT SHALL BE IN FORCE from January 1, 1991, until December 31, 2001, and shall be recorded in the Office of the Recorder of Deeds of Rock Island, Illinois, against the land whose legal description is as follows:

A piece or parcel of real estate situated in the City of Rock Island, County of Rock Island, and State of Illinois bounded and described as follows, to wit:

Beginning at the northeast corner of Section Two (2) Township Seventeen (17) North, Range Two (2) West of the Fourth Principal Meridian; thence South on the section line Nine Hundred Sixty-five and four-tenths (965.4) feet, more or less to the center line of Thirteenth Avenue, formerly known as Twelfth Avenue extended East; thence West Three Hundred Thirty-four and nine-tenths (334.9) feet, more or less to the center line of Twenty-third Street produced Southerly; thence North Four Hundred Eight and two-tenths (408.2) feet, more or less, along said center line so produced to the intersection thereof with the center line of Twelfth Avenue, formerly known as Eleventh Avenue; thence East along the center line of Twelfth Avenue One Hundred Seventy-eight and twenty-five hundredths (178.25) feet; thence North Five Hundred Thirty and nine-tenths (530.9) feet along the center line of alley to township line first above mentioned; thence East along said township line One Hundred Sixty-eight and twenty-five hundredths (168.25) feet for the place of beginning.

Also a piece or parcel in the said City of Rock Island bounded and described as follows:

Beginning at a point on the East side of Twenty-second Street Five Hundred Forty-one and eight-tenths (541.8) feet South of the intersection of the township line between Section Thirty-five (35), Township Eighteen (18) North, Range Two (2) West of the Fourth Principal Meridian and Section Two (2), Township Seventeen (17) North, Range Two (2) West of the Fourth Principal Meridian; thence South Four Hundred Eight and two-tenths (408.2) feet to the center line of Thirteenth Avenue, formerly known as Twelfth Avenue extended East; thence East at the right angles Three Hundred Twenty-four (324) feet more or less to the center line of Twenty-third Street extended South; thence North at right angles Four Hundred Eight and two-tenths (408.2) feet to the center line of Twelfth Avenue; thence West to the point of beginning.

Also:

Lots Forth-one (41) and Forty-two (42) in Hale's Addition to the City of Rock Island, excepting the South Twenty-five (25) feet thereof, in the said County of Rock Island and State of Illinois.

Subject to a perpetual easement from John H. Hauberg and Sue D. Hauberg to the City of Rock Island to lay, maintain, operate, repair and remove a 24 inch water pipe in a strip of land ten (10) feet in width, as described in deed recorded in Book 224 of Mortgages on page 187 in the office of the Recorder of Deeds in and for said County of Rock Island.

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

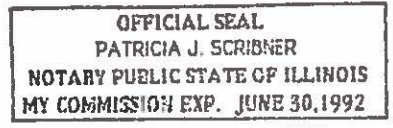
ILLINOIS HISTORIC PRESERVATION AGENCY

William Wheeler

William Wheeler
State Historic Preservation Officer

Witness:

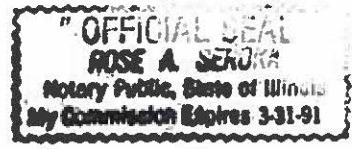
Patricia J. Scribner
Notary Public Seal



Jack Fogel
for The City of Rock Island
Parks & Recreation Department
Jack Fogel

Witness:

Rose A. Seroka
Notary Public Seal



COUNTY RECORDER'S SEAL

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