

COVENANT
between
ILLINOIS DEPARTMENT OF CONSERVATION
and
BRINKERHOFF HOME, INCORPORATED

THIS AGREEMENT, made and entered into this 1st day of September, 1984 by and between the Illinois Department of Conservation, hereinafter called the Department; and the Brinkerhoff Home, Incorporated, hereinafter called the Grant Recipient;

WHEREAS, the Department has transferred, awarded and paid to the Grant Recipient an Historic Preservation Fund annual project grant in the amount of Twenty-five Thousand Dollars (\$25,000.00) which sum was granted to the Department by the United States Department of the Interior, National Park Service for preservation of the George M. Brinkerhoff House, located at 1500 North Fifth Street, Springfield, 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 the George M. Brinkerhoff House, located at 1500 North Fifth Street, Springfield, Illinois, as specified in the application from the Department to the National Park Service, as amended from time to time by the Department and the Grant Recipient;

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

WHEREAS, the award to the Grant Recipient does not preclude the Grant Recipient or subsequent owners of the George M. Brinkerhoff House, located at 1500 North Fifth Street, Springfield, Illinois, from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully the George M. Brinkerhoff House, located at 1500 North Fifth Street, Springfield, 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 Grant Recipient 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, if the George M. Brinkerhoff House, located at 1500 North Fifth Street, Springfield, Illinois, is made available through a rental arrangement to organizations other than the Grant Recipient for various general public functions, the Grant Recipient shall secure signed assurances from the renter stating that the renter shall not discriminate against individuals on the basis of race, creed, color, sex,

4. The Grant Recipient agrees 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 Grant Recipient from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Grant Recipient 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 the George M. Brinkerhoff House, located at 1500 North Fifth Street, Springfield, Illinois, 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 September 1, 1984 until August 31, 1989, and shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, against the land whose legal description is as follows: Deed Rec. 634, Page 351

Commencing at the N.W. corner of Lot 1, in Block 2 of Eastman, Black, and Keys Subdivision of part of the E. 1/2 of the S.W. 1/4, Sec. 22, T 16, N., R. 5, W. of the 3rd P.M., thence S. along the W. side of Block 2 and on the E. line of 5th Street for a distance of 420 ft.; thence E. parallel to the N. line of Eastman Avenue, a distance of 313.87 ft.; thence N., parallel to the E. line of 5th Street, a distance of 50 ft.; thence W. parallel to the N. line of Eastman Avenue, a distance of 90 ft.; thence Northwesterly, a distance of approximately 200 ft. to a point which is located 210 ft. S. of and 150 ft. E. of the N.W. corner of Lot 1 in Block 2 of Eastman, Black, and Keys Subdivision; thence Northeasterly to a point in the N. line of said Block 2, 124 ft., E. of the N.W. corner of said Block 2; thence W. along the N. line, said Block 2, 124 ft. more or less to the point of beginning.

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

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney

David Kenney

Brinkerhoff Home, Inc.

Brinkerhoff Home, Inc.

1500 No. 5th St

Address

Witness:

Abner C. Richter

Notary Public Seal

Witness:

[Signature]

Notary Public Seal

COUNTY RECORDER'S SEAL