

Re-Record
1856525

FILED FOR RECORD
KANE COUNTY, ILL.

1987 JUL 27 AM 11:15

COVENANT ~~1851355~~

between

Eleanor E. Jungels ILLINOIS HISTORIC PRESERVATION AGENCY

RECORDER: ~~ET~~ and

FILED FOR RECORD
KANE COUNTY, ILL.

1987 JUL -1 AM 9:30

Eleanor E. Jungels

RECORDER

RESTORATIONS OF KANE COUNTY

THIS AGREEMENT, made and entered into this 1 day of July, 1987 by and between the Illinois Historic Preservation Agency, hereinafter called the Agency; and Restorations of Kane County, hereinafter called RKC;

WHEREAS, the Illinois Historic Preservation Agency has transferred, awarded and paid to RKC an Illinois Heritage Grant in the amount of Three Thousand Four Hundred Fifty Dollars (\$3,450.00) which sum was granted for the preservation of the Wm. Beith House, located at 8 Indiana Street, St. Charles, Illinois.

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of the Wm. Beith House, located at 8 Indiana Street, St. Charles, Illinois, as specified in the application from RKC to the Illinois Historic Preservation Agency, as amended from time to time by the Agency and RKC;

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 Wm. Beith House, located at 8 Indiana Street, St. Charles, Illinois, is made available through a rental arrangement to organizations other than RKC for various general public functions, RKC 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 RKC does not preclude RKC or subsequent owners of the

Being re-recorded to
names on 3rd line, from

NOW THEREFORE, in consideration of the mutual advantages resulting from the respective obligations assumed under this AGREEMENT:

The District 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 District 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 RKC from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The District 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 Wm. Beith House, located at 8 Indiana Street, St. Charles, Illinois, affected by this historic preservation grant; and the Illinois Historic Preservation Agency may proceed to enforce this provision through

Exhibit "A"

Lots 5 and 6 and the Easterly 16 1/2 feet of Lot 4 in Block 37 of the original Town of St. Charles, on the West side of Fox River.

Also that part of the Northwest quarter of Section 34, Township 40 North, Range 8 East of the Third Principal Meridian, lying East of Lot 6 aforesaid and between the Northerly and Southerly lines thereof extended easterly to Fox River, all in the City of St. Charles, Kane County, Illinois.

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Bill Of Sale

Donor, the State Bank of St. Charles, not personally but as Trustee unader a trust agreement dated the 15th day of October, 1980 and known as Trust No. LT-1571 of St. Charles, Illinois, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby donate, give, sell, transfer and set over unto Donee, Restorations of Kane County, Inc., an Illinois not for profit corporation, the following described personal property, to wit:

The structure and improvements, together with all personal property located therein, consisting of a two-story brick house commonly known as "The Beith House" and located upon the real estate described in Exhibit "A" attached hereto and made a part hereof.

The personal property being transferred hereunder is a transfer of personal property only and does not purport to be, nor in any way shall be construed to constitute a transfer of any interest in the real estate described herein in Exhibit "A".

Donor hereby represents to Donee that Donor is the owner of said personal property, and that said personal property is free and clear of all liens, charges and encumbrances, except that fee simple title to the real estate described herein in Exhibit "A" is held by the State Bank of St. Charles, not personally but as trustee under agreement dated the 15th day of October, 1980 and known as trust No. LT-1571, and the beneficial interest thereof has been assigned to Oak Park Trust and Savings Bank for collateral purposes. The personal property being transferred hereunder is being transferred "as is" without representation and warranty, other than said representations of title contained herein, and any and all warranties of quality, fitness and merchantability are hereby excluded.

In Witness Whereof, Donor has signed and sealed this Bill of Sale at St. Charles, Illinois this 31st day of December, 1981.

State Bank of St. Charles, not personally but as Trustee as aforesaid.

Patrick J. Griffin, trustee under agreement dated the 31st day of December, 1981, sole beneficiary of said trust.

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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 Kane County, Illinois, against the land whose legal description is as follows:

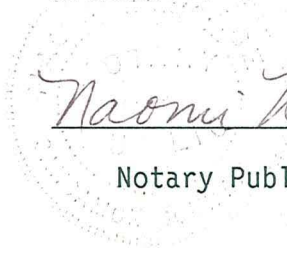
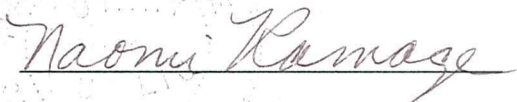
ACCORDINGLY, the parties have executed this agreement on the day and year first written above.

ILLINOIS HISTORIC PRESERVATION AGENCY




Michael Devine

Witness:

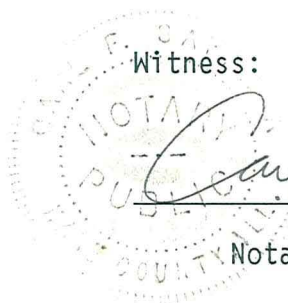
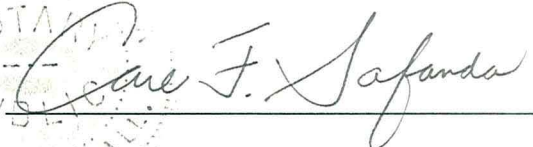
Notary Public Seal



for Restorations of Kane County

Gerda Boone, President

Witness:

Notary Public Seal

COUNTY RECORDER'S SEAL

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