

COVENANT
between
ILLINOIS DEPARTMENT OF CONSERVATION
and
THE CITY OF WOODSTOCK

THIS AGREEMENT, made and entered into this 4th day of September, 1984 by and between the Illinois Department of Conservation, hereinafter called the Department; and the City of Woodstock, hereinafter called the City;

WHEREAS, the Department has transferred, awarded and paid to the City an Historic Preservation Fund annual project grant in the amount of Fifty-three Thousand, Six Hundred Dollars (\$53,600.00) which sum was granted to the Department by the United States Department of the Interior, National Park Service for preservation of the Woodstock Opera House, located at 119 Van Buren Street, Woodstock, 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 Woodstock Opera House, located at 119 Van Buren Street, Woodstock, 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 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 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 Woodstock Opera House, located at 119 Van Buren Street, Woodstock, 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 individuals on the basis of race, creed, color, sex, age, handicap, or national origin while using the facility.

WHEREAS, the award to the City does not preclude the City or subsequent owners of the Woodstock Opera House, located at 119 Van Buren Street, Woodstock, Illinois, from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully the Woodstock Opera House, located at 119 Van Buren Street, Woodstock, 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 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

3. The City 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 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 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 Woodstock Opera House, located at 119 Van Buren Street, Woodstock, Illinois, affected by this historic preservation grant; and the Department may proceed to enforce this provision through appropriate legal action.

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THIS AGREEMENT SHALL BE IN FORCE from September 1, 1984 until August 31, 1999, and shall be recorded in the Office of the Recorder of Deeds of McHenry County, Illinois, against the land whose legal description is as follows:

Lot 8, Block 14, in the original town of Centerville, (Now City of Woodstock), McHenry County, Illinois.

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

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney
David Kenney

Frances M. Kuhn, Mayor
City of Woodstock

121 West Calhoun Street
Woodstock, Illinois 60098

Address

Witness:

Thomas E. Richter
Notary Public Seal

Witness:

Susan J. Franke
Notary Public Seal

COUNTY RECORDER'S SEAL

REC'D

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