



## COVENANT

This covenant is made as of **January 1, 2023**, by the **City of South Bend**, hereafter referred to as the "Subgrantee" and in favor of the State of Indiana acting through the State Historic Preservation Officer, hereafter referred to as the "Grantee" for the purpose of the **rehabilitation** of a certain Property known as the **Walker Field Shelter House** located in **Walker Field Park** at **Ewing Avenue and Walnut Street South Bend, St. Joseph County, Indiana**, which is owned in fee simple by the Subgrantee and is listed in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the **Walker Field Shelter House**. The property is located within the Walker Field Park, more particularly described as follows:

Walker Field Park, Lots 23 to 52 including 23 Prairie Ave Land Co 1<sup>st</sup> Addition and Pekins Ewing Ave Addition

Exhibits A and B identify specifically the Shelter House for which this covenant will be in effect.

In consideration of the sum of **\$60,000** and other valuable consideration in grant-in-aid assistance through the Grantee from the National Park Service, United States Department of the Interior, the receipt of which is hereby acknowledged, the Subgrantee hereby agrees to the following for a period of **fifteen (15) years expiring on January 1, 2038**:

1. The Subgrantee agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Subgrantee agrees that no visual or structural alterations will be made to the property without prior written permission of the Grantee.
3. The Subgrantee agrees that the Grantee, its agents and designees, shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this covenant are being observed.
4. The Subgrantee agrees that when the property is not clearly visible from a public right-of-way, or includes interior work assisted from Historic Preservation Fund grants, the property will be open to the public for the purpose of viewing the grant-assisted work not less than twelve (12) days per year on an equitably spaced basis, and at other times by appointment. Nothing in this covenant will prohibit the Subgrantee from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Subgrantee agrees to comply with Title VI of the Civil rights Act of 1964 [42 USC 2000 (d)], the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the State Historic Preservation Office.

To comply with the Americans with Disabilities Act and with Section 504 of the Rehabilitation Act, when interior public access is required at least twelve (12) days per year and at other times by appointment, it is not required that a recipient make every part of the property accessible to and usable by disabled persons by means of physical alterations. That is, for public access periods, videos, slide presentations, and/or other audio-visual materials and devices should be used to depict otherwise inaccessible areas or features.

6. The Subgrantee further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation Fund grants are not visible from the public right-of-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. Documentation of such notice will be furnished annually to the State Historic Preservation Officer during the term of the covenant.
7. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.
8. It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
9. Subgrantee and Property Owner agree to notify the Grantee of a transfer of ownership or sale of the property should such transfer or sale occur within the duration of the covenant.
10. In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Property Owner or Subgrantee shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed for purposes of security and/or public safety. No repairs or reconstruction of any type, other than temporary emergency work to secure the building and prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Property Owner without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Subgrantee. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Subgrantee that the agreement is null and void. If the damage or destruction that warrants the property's removal from the National Register is deliberately caused by the gross negligence or other actions of the Subgrantee or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.

**GRANTEE:** State of Indiana acting through the State Historic Preservation Officer

\_\_\_\_\_  
Beth K. McCord (Deputy State Historic Preservation Officer)

State of Indiana

County of Marion

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named, Beth K. McCord, (Deputy State Historic Preservation Officer), who acknowledged the execution of the covenant agreement, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My county of residence is \_\_\_\_\_ County.

\_\_\_\_\_  
Notary Public

(Seal)

(Printed) \_\_\_\_\_

My commission expires: \_\_\_\_\_

**SUBGRANTEE: (HPF Grant Recipient) City of South Bend**

*Consuela Hopkins*  
Signature

Consuela Hopkins  
Printed

Vice President  
Title

State of Indiana

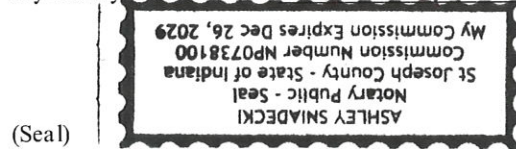
County of \_\_\_\_\_

Before me, a Notary Public in and for said County and State, personally appeared Consuela Hopkins as  
the Vice President of South Bend Board of Park Commissioners, who acknowledged the execution of the  
(position) (subgrantee)

covenant agreement on behalf of said City of South Bend, and who, having been duly sworn, stated  
(subgrantee)  
that any representations contained therein are true.

WITNESS my hand and notarial seal this 17th day of April, 2023.

My county of residence is St Joseph County.



(Seal)

Ashley Sniadecki  
Notary Public

(Printed) Ashley Sniadecki

My commission expires: Dec 26, 2029

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

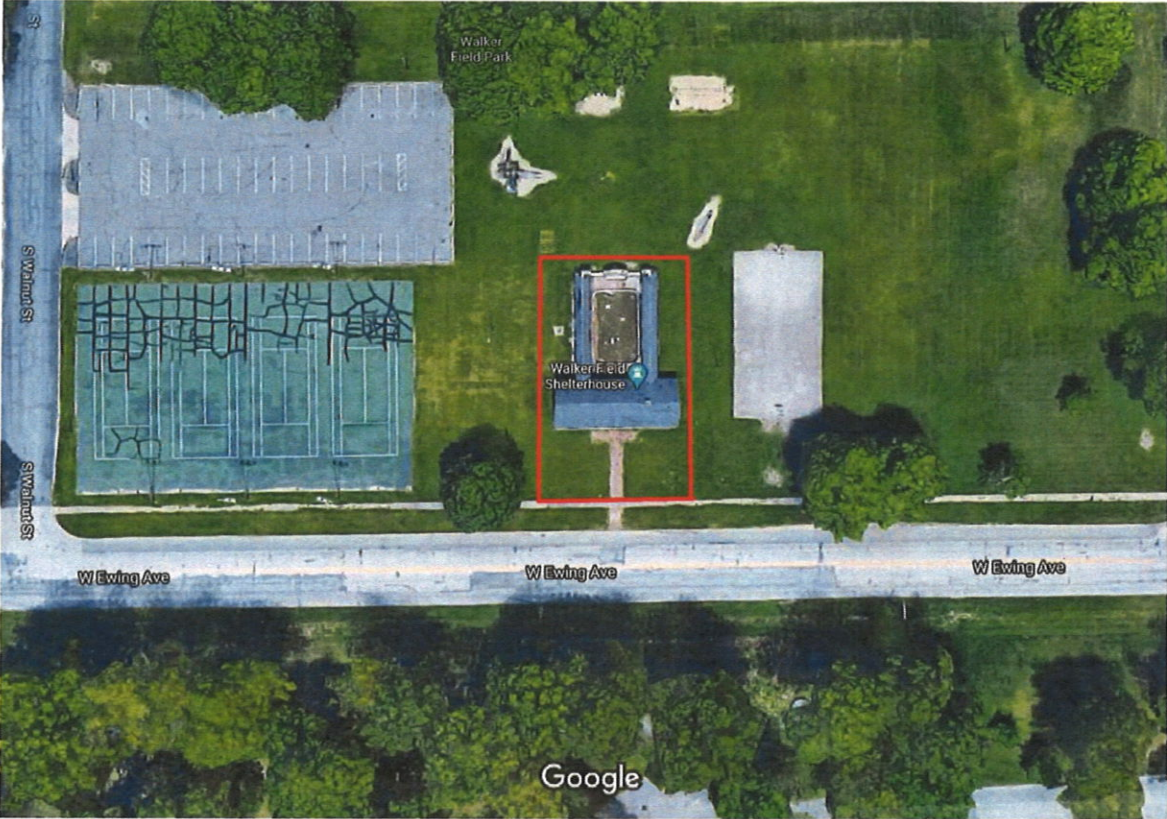
Malia D. Vanaman  
Associate Grants Manager  
Division of Historic Preservation and Archaeology  
402 West Washington Street, Room W274  
Indianapolis, IN 46204

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number from this document, unless required by law, Malia D. Vanaman.

Exhibit A: Photographs of Property Subject to this Covenant, Walker Field Shelter House



Exhibit B: Map of Property Subject to this Covenant



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