AGREEMENT

BETWEEN

STEPHEN D. PORTER

AND

THE ILLINOIS DEPARTMENT OF CONSERVATION

This agreement is made the <u>12th</u> day of <u>July</u>, 1982, by Stephen D. Porter (hereafter referred to as the "Subgrantee") and in favor of the State acting through the State Historic Preservation Officer (hereafter referred to as the "Grantee") for the purpose of the restoration of a certain Property known as Adlai E. Stevenson I House, Located at 901 North McLean Street, Bloomington, McLean County, Illinois, 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 Adlai E. Stevenson I House. The Property is more particularly described as follows:

South 45 feet of lot 10 and all of lot 11, block 8, Durley Addition to the City of Bloomington.

In consideration of the sum of \$ 6,500.00 received in grant-in-aid assistance through the Grantee from the United States Department of the Interior, the Subgrantee hereby agrees to the following for a period of five (5) years from the date of project completion (May 14, 1982 to May 13, 1987).

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.

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- 2. The Subgrantee agrees that no visual or structural alterations will be made to the Property without prior written permission of the State.
- 3. The Subgrantee agrees that the State, 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 the agreement 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 with Historic Preservation grant funds, the Property will be open to the public no less than 12 days a year on an equitable spaced basis and at other times by appointment. Nothing in this agreement will prohibit the Subgrantee from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Subgrantee further agrees that if 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.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction or, alternatively, the State may, at its discretion, seek monetary damages.

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GRANTEE

SUBGRANTEE

28/89 61 6-30-82 DATE DATE