

AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF CONSERVATION
AND
GARFIELD HERITAGE SOCIETY

FILED FOR RECORD
KANE COUNTY, ILL.

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1981 APR -1 PM 3:00

Eleanor E. Jungela

RECORDER OF DEEDS

THIS AGREEMENT, made and entered into this 25th day of MARCH, 1981, by and between the Illinois Department of Conservation, hereinafter called the Department and the Garfield Heritage Society hereinafter called the Society;

WHEREAS, the Department has transferred, awarded and paid to the Society an historic preservation annual program grant in the amount of Forty Eight Thousand Dollars (\$48,000.00) which sum was granted to the Department by the United States Department of the Interior for preservation of Garfield Heritage Farm in La Fox, Kane County, 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 Garfield Heritage Farm as specified in the application from the Department to the United States Department of the Interior, as amended from time to time by Department and the Society;

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 United States Department of the Interior, and in accordance with recommendations and standards set forth;

WHEREAS, a covenant is required on a grant assisted project on privately owned property whenever the owner has accrued certain tangible benefits. They will make the site available for interested parties on selected days of the year;

WHEREAS, the award to the Society does not preclude the Society or subsequent owners of the Garfield Heritage Farm from applying for, and being considered without prejudice for federal grants as may be necessary to preserve fully the Garfield Heritage Farm except that no duplication shall exist in the work;

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

The Society Agrees:

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 the grant, or until an audit of the records has been accomplished;
2. To assume the cost of continued maintenance and repair to 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. To provide public access no less than twelve (12) days a year and to publish notification in newspapers of general circulation in the community or area in which Garfield Heritage Farm is located, giving dates and times when Garfield Heritage Farm will be open to the public, and documentation of such notices will be furnished annually to the Department for the specified period of time. Nothing in this agreement prohibits the Society from charging a reasonable nondiscriminatory admission fee comparable to the fees at similar facilities in the area.

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The Department Agrees:

1. To report to the United States Department of the Interior 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 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 Garfield Heritage Farm affected by this historic preservation grant; and the Department may proceed to enforce this provision through appropriate legal action.

THIS AGREEMENT SHALL BE EFFECTIVE for a period of ten (10) years from the date of project completion, March 15, 1981 through March 14, 1991, 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:

That part of the Southwest Quarter of Section 26, the Southeast Quarter of Section 26, and the Northeast Quarter of Section 35, all in Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Southeast corner of said Southwest Quarter of Section 26; thence South 88 degrees 40 minutes 57 seconds West along the South line thereof 628.35 feet to a point 30.0 feet East of the center line of LaFox Road (as measured at right angles thereto); thence North 24 degrees 18 minutes 44 seconds East and parallel to said center line 300.0 feet; thence North 88 degrees 40 minutes 57 seconds East 504.99 feet to the East line of said Southwest Quarter of Section 26; thence South 0 degrees 02 minutes 22 seconds West along said South line 58.53 feet; thence North 88 degrees 40 minutes 57 seconds East 556.83 feet; thence South 01 degree 19 minutes 03 seconds East 287.67 feet; thence North 88 degrees 40 minutes 57 seconds East 55.05 feet; thence South 01 degrees 19 minutes 03 seconds East 55.0 feet; thence South 88 degrees 40 minutes 57 seconds West 620.0 feet to the West line of aforesaid Northeast Quarter of Section 35; thence North 0 degrees 02 minutes 22 seconds East along said West line 130.73 feet to the place of beginning, and containing 8.0005± Acres, in the Township of Campton, Kane 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, Director

Witness:

Maurice E. Richter

 Notary Public Seal

GARFIELD HERITAGE SOCIETY

Evelyn S. Johnson, President

Witness:

Kenneth J. [Signature]

 Notary Public Seal



This instrument prepared by
 Name *Illinois Dept of Conservation*
 Address *Springfield, Ill.*