

JUL 2 1981 17-10246

AGREEMENT  
BETWEEN  
GEORGE DIRREEN  
AND  
THE ILLINOIS DEPARTMENT OF CONSERVATION

This agreement is made the 1 day of July, 1981,  
by George Dirreen (hereafter referred to as the "Subgrantee") and in favor  
of the State acting through the State Historic Preservation Officer (here-  
after referred to as the "Grantee") for the purpose of the restoration of a  
certain Property known as Andrew Cunningham Farm, Located at Rural Route 1,  
Cass 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 Andrew Cunningham Farm. The Property is  
more particularly described as follows:

*WSW Section 6, Twp 17 North, Range 9 W. Cass  
County Illinois*

In consideration of the sum of \$10,000.00 received in grant-in-aid assistance  
through the Grantee from the United States Department of the Interior, the Sub-  
grantee hereby agrees to the following for a period of five (5) years from the  
date of project completion (May 15, 1981 to May 14, 1986).

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 archeological 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 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 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.

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.

Daid Kenny  
GRANTEE

Seorgew Durreen  
SUBGRANTEE

6/26/81  
DATE

July-1-1981  
DATE