

AGREEMENT  
BETWEEN  
ILLINOIS DEPARTMENT OF CONSERVATION  
AND  
ROOSEVELT UNIVERSITY

THIS AGREEMENT is made the 6th day of March, 1981, by Roosevelt University, hereafter referred to as the University, and in favor of the Illinois Department of Conservation acting through the State Historic Preservation Officer, hereafter referred to as the Department, for the purpose of the preservation of a certain Property known as Auditorium Building, located at 430 South Michigan Avenue, Chicago, Cook County, Illinois, which is owned in fee simple by University and is listed in the National Register of Historic Places.

WHEREAS, the Department has awarded to the University historic preservation program grant funds in the amount of Three Hundred Thousand Five Hundred Dollars (\$ 300,500.00) which sum was granted to the Department by the United States Department of the Interior for preservation of the Auditorium Building under the provisions of the National Historic Preservation Act of 1966 (P.L. 89-665) as amended;

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of Auditorium Building as specified in the applications from the Department to the Department of the Interior, as amended from time to time by the Department and the University;

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

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

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

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

The University Agrees:

1. To maintain financial and administrative records pertaining to each grant award for at least three (3) years following the completion of all project work conducted under each grant, or until an audit of the records has been accomplished;
2. To comply with the requirements of the Department and the Department of the Interior to assume the cost of continued maintenance and repair of the entire property so as to preserve the architectural, historical, or archeological 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 to the community or area in which Auditorium Building is located, giving dates and times when Auditorium Building will be open to the public, and documentation of such notice will be furnished annually to the Department for the specified period of time. Nothing in this Agreement prohibits the University from charging a reasonable nondiscriminatory admission fee comparable to the fees at similar facilities in the area.

The Department Agrees:

1. To report to the Department of the Interior when any part of this agreement as it relates to the Federal administration of the grant, is 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 Auditorium Building so as to preserve the historic integrity of all historically unique characteristics of the building; and the Department may proceed to enforce this provision through appropriate legal action.

IT IS THE INTENTION of University and the Department that both parties shall be bound by this agreement for a period of thirty (30) years from the date of the first executed agreement on June 4, 1974 through June 3, 2004.

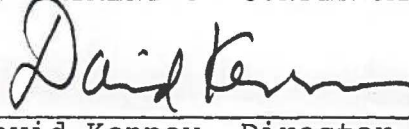
THIS AGREEMENT MAY BE MADE, a part of the public record but will not be recorded as an encumbrance against the title to the property; the legal description which is as follows:

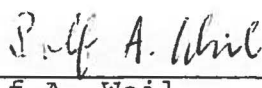
SEE ATTACHED

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

STATE OF ILLINOIS  
DEPARTMENT OF CONSERVATION

ROOSEVELT UNIVERSITY

  
\_\_\_\_\_  
David Kenney, Director  
State Historic Preservation Officer

  
\_\_\_\_\_  
Rolf A. Weil  
President

Date: 2/16/81

Date: 3/6/81

LEGAL DESCRIPTION

AUDITORIUM BUILDING  
430 S. Michigan Avenue  
Chicago, Illinois

Parcel 1:

The following described premises taken as a tract: Lots 1 to 6, both inclusive in Ely and Reynold's Subdivision of Lot 10 in Block 9 in fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian the North and South vacated alley lying West of and adjoining Lot 3 and East of and adjoining Lots 4, 5 and 6 all in Ely and Reynold's Subdivision aforesaid; Lots 7, 8 and 9 in Block 9 in Fractional Section 15 Addition to Chicago aforesaid; and Lot 18 in Assessor's Division of Lots 1, 2, 3, 4, 5 and 8 in Block 9 in fractional Section Addition to Chicago aforesaid (except the South 16.5 feet of said tract);

ALSO

Parcel 2:

Easement for the benefit of Parcel 1 as created by reservation in the deed from Roosevelt College of Chicago, a corporation of Illinois, to City of Chicago, a municipal corporation of Illinois, dated March 27, 1953, and recorded July 27, 1953 as document 15678475 for the maintenance, support, possession and use of that part of the building existing upon the South 16.5 feet of a tract of land described as follows: Lots 1 to 6, both inclusive in Ely and Reynold's Subdivision of Lot 10 in Block 9 in fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian, and the North and South vacated alley lying West of and adjoining Lot 3 and East of and adjoining Lots 4, 5, and 6 all in Ely and Reynold's Subdivision aforesaid; Lots 7, 8 and 9 in Block 9 in fractional Section 15 Addition to Chicago aforesaid; and located above the horizontal plane whose elevation is 38.50 feet above the Chicago City Datum until January 2, 2001, all in Cook County, Illinois.

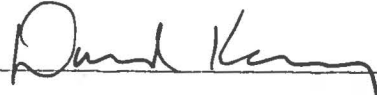
RIDER TO AGREEMENT BETWEEN  
ILLINOIS DEPARTMENT OF CONSERVATION  
AND  
ROOSEVELT UNIVERSITY


This Rider is hereby attached to and made a part of the agreement between Illinois Department of Conservation and Roosevelt University, dated the 6th day of March, 1981.

It is further agreed that the University may limit public access to the Auditorium Building, as provided in paragraph #3, under "The University Agrees", to prohibit access to those areas which the University determines should be excluded for reasons of safety or security.

STATE OF ILLINOIS  
DEPARTMENT OF CONSERVATION

ROOSEVELT UNIVERSITY

  
\_\_\_\_\_  
David Kenney, Director  
State Historic Preservation Officer

  
\_\_\_\_\_  
Rolf A. Weil  
President

Date: 3-13-81

Date: 3/6/81