

LETTER OF AGREEMENT  
between  
Illinois Department of Conservation  
and  
Landmarks Preservation Council of Illinois, Inc.

This agreement is made this 30<sup>th</sup> day of August, 1984, by Landmarks Preservation Council of Illinois, Inc. (hereafter referred to as the LPCI) and in favor of the Illinois Department of Conservation (hereafter referred to as the Department) for the purpose of the rehabilitation of a certain Property known as **825 S. Leavitt**, located at 825 S. Leavitt, Chicago, Illinois, which is owned in fee simple by the LPCI 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 825 S. Leavitt. The Property's legal description is as follows:

Lot 6 in subdivision of lots 8 and 11 of block 7 in Flournoy's resubdivision of Jones and Patrick's addition to Chicago in the east  $\frac{1}{2}$  of the south west  $\frac{1}{4}$  of Section 18, Township 39 North, Range 14 east of the third principal meridian, in Cook County, Illinois.

In consideration of the sum of Seven Thousand, Four Hundred Dollars (\$7,400.00) received in grant-in-aid assistance through the Department from the National Park Service, United States Department of the Interior, the LPCI hereby agrees to the following for a period of five (5) years: Beginning September 1, 1984, ending August 31, 1989.

1. The LPCI 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 LPCI agrees that no visual or structural alterations will be made to the Property without prior written permission of the Department.
3. The LPCI agrees that, if 825 S. Leavitt is made available through a rental arrangement to organizations other than the LPCI for various general public functions, the LPCI shall secure signed assurances from the renter stating that the renter shall not discriminate against individuals on the basis of race, creed, color, sex, age, or natural origin while using the facility.

4. The LPCI agrees that the Department, 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.
5. The LPCI 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 equitably spaced basis and at other times by appointment. Nothing in this agreement will prohibit the LPCI from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The LPCI 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 Department during the term of the agreement.

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

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney  
 David Kenney, Director

Leticia Robinson  
 Landmarks Preservation Council  
 of Illinois, Inc.  
 Leticia Robinson, President

8/16/84  
 DATE

9/30/84  
 DATE

Thomas S. Kelly  
 WITNESS:

Thomas S. Kelly  
 WITNESS:

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 Notary Public Seal

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 Notary Public Seal