

RECORDING
No. 25799569
MAR 12 1981

AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF CONSERVATION
AND
DELAWARE BUILDING, A LIMITED PARTNERSHIP

THIS AGREEMENT, made and entered into this 12 day of Nov, 1980, by and between the Illinois Department of Conservation, hereinafter called Conservation; and Delaware Building, A Limited Partnership, hereinafter called Partnership.

WHEREAS, Conservation has transferred, awarded and paid to the Partnership an historic preservation annual program grant in the amount of NINETY NINE THOUSAND, ONE HUNDRED DOLLARS (\$ 99,100.00) which sum was granted to Conservation by the United States Heritage Conservation and Recreation Service for preservation of the Delaware Building in Chicago, Cook 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 the Delaware Building as specified in the application from Conservation to the Heritage Conservation and Recreation Service, as amended from time to time by Conservation and the Partnership;

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 Conservation and to the Heritage Conservation and Recreation Service, 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 Federal funds were not used as all or part of its matching share under this program unless otherwise provided by Federal legislation (except for Housing and Urban Development's Community Development Block Grants and General Revenue Sharing Monies);

WHEREAS, the award to the Partnership does not preclude the Partnership or subsequent owners of the Delaware Building from applying for, and being considered without prejudice for Federal grants as may be necessary to preserve fully the Delaware Building, 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 Partnership 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 comply with the requirements of Conservation and the Heritage Conservation and Recreation Service to assume the cost of continued maintenance and repair of 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.

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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 Delaware Building is located, giving dates and times when Delaware Building will be open to the public, and documentation of such notice will be furnished annually to Conservation for the specified period of time. Nothing in this agreement prohibits the Partnership from charging a reasonable non-discriminatory admission fee comparable to the fees at similar facilities in the area.

Conservation Agrees:

1. To report to the Heritage Conservation and Recreation Service 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 Delaware Building affected by this historic preservation grant; and Conservation may proceed to enforce this provision through appropriate legal action.

THIS AGREEMENT SHALL BE EFFECTIVE for a period of Fifteen (15) years from the date of project completion, August 28, 1980 through August 28, 1995, and shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, against the land whose legal description is as follows:

Lots 5 to 8, in the assessor's division of lots 5, 6 and 8, and all that part of original lot 5, in block 36, lying south of a line, running east and west, and 110 feet south of and parallel with the south line of the first alley to the north, and lying west of a line, 60.24 feet, east of and parallel with the east line of Dearborn Street, and north of the north line of lots 5' and 8', in the assessor's division of lots 5, 6 and 8, in block 36, in original town of Chicago, in section 9, township 39 north, range 14 east of the third principal meridian, in Cook County, Illinois.

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

ILLINOIS DEPARTMENT OF CONSERVATION


David Kenney, Director

Witness:


Notary Public Seal

DELAWARE BUILDING, A LIMITED PARTNERSHIP

Witness:


Notary Public Seal

RECORDED 12, 1980.