<u>A G R E E M E N T</u> <u>between</u> <u>CHICAGO SCHOOL OF ARCHITECTURE FOUNDATION</u> <u>and</u> <u>STATE OF ILLINOIS</u>

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This agreement made and entered into this <u>12th</u> day of <u>July</u>, 1976, by and between the State of Illinois, Department of Conservation, acting by and through the State Historic Preservation Officer, Anthony T. Dean, Director, and the Chicago School of Architecture Foundation.

Historic Preservation Grant. The State of Illinois (the "State") has transferred, awarded, and paid to the Chicago School of Architecture Foundation (the "Foundation" or the "Transferee") an historic preservation annual program grant in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) which sum was granted to the State of Illinois (the "Grantee") by the United States National Park Service for the restoration and preservation of the John J. Glessner House, 1800 South Prairie Avenue, Chicago, Illinois under the provisions of the National Historic Preservation Act of 1966 (PL 89-665) as amended. This grant is to be used exclusively for the purpose and scope of work relating to the historic restoration and preservation of the John J. Glessner House as specified in the application from the State of Illinois to the National Park Service, as amended from time to time by the State of Illinois, Department of Conservation and the Foundation.

<u>Public Access</u>. The Chicago School of Architecture Foundation agrees with the State to provide public access to the John J. Glessner House a minimum of twelve (12) days per year, at which time the public may inspect those areas of the building benefited under this grant. The Chicago School of Architecture Foundation reserves the right to charge a reasonable admission fee for this inspection.

Routine Maintenance. The Chicago School of Architecture Foundation agrees with the State that it will provide normal and routine care and maintenance to the John J. Glessner House so as to preserve the historic integrity of the historically unique characteristics of the building, particularly those areas of the building to be affected by this historic preservation matching grant. The State of Illinois may make periodic inspections of the building, not more frequently than annually, by the State Liaison Officer or his designee

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in writing who will review the premises and recommend normal and routine preventive care of those portions of the John J. Glessner House affected by this historic preservation grant. If said recommendations for normal and routine care are not complied with in a satisfactory manner within a reasonable period of time, or if the public access as provided herein is not made available, the State may proceed to enforce these provisions thrc gh legal action.

<u>Duration of and Limitation of Liability Under</u> <u>Agreement</u>. It is the intention of the Chicago School of Architecture Foundation and the State of Illinois that both parties shall be bound by this agreement for a period of thirty (30) years from the date of execution of this agreement and this agreement 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 39, 40 and northern 17 feet of lot 38 in assessor's division of southwest fractional one-fourth of section

22, township 39 north, range 14 east of the third principal meridian in Cook County, Illinois

so as to provide a public record thereof, and so as to advise subsequent purchasers of the property of this agreement and these covenants for the express purpose of causing these covenants to run with the land.

The liability of the Chicago School of Architecture Foundation hereunder is expressly limited to the amount of grant funds received thereby hereunder.

<u>No Penalty</u>. The receipt of this awared by the Chicago School of Architecture Foundation in no way precludes the Chicago School of Architecture Foundation from applying for and being considered without penalty for such grants for historic preservation under the National Historic Preservation Act as amended, as may be necessary to fully restore and preserve the John J. Glessner House, designed by master architect Henry Hobson Richardson and listed in the National Register of Historic Places, provided that subsequent project undertakings shall in no way duplicate work accomplished through this award.

Professional Preservation Standards. The historic preservation work to be accomplished under this grant shall be in accordance with recognized professional standards evidenced in plans, specifications, shop drawings, detailed descriptions or other materials submitted to the State and to the National Park Service and/or in accordance with recommendations resulting from on-site inspections by National Park Service personnel.

<u>Records</u>. The financial and administrative records pertaining to this grant award shall be maintained for at least three years following the completion of all project work conducted under the grant and until a resolved audit of the records has been accomplished.

<u>Use of Other Federal Funds</u>. Funds made available by other federal sources may be used to support preservation efforts funded by this award with the proviso that records shall be maintained to document that no duplication exists in work or in grantee or transferee matching share relative to the various sources of federal assistance. Federal funds from any source shall in no instance be used

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as all or part of a grantee or transferee's matching share under this program.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.



State of Illinois Department of Conservation

Anthony T. Deán, Director Historic Preservation Liaison Officer

STATE OF ILLINOIS)) COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ANTHONY T. DEAN personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free

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and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 13 , 1976. day of Notary

Chicago School of Architecture Foundation

By: en wellen Vanderwicken, President

Attest:

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Public

STATE OF ILLINOIS SS. COUNTY OF C O O K

Charles L. Michod, Jr. I, , a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARTHA VANDERWICKEN and Mary personally known to me to be Lynn McCree

the same persons whose names are subscribed in the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for uses and purposes therein set forth.

Given under my hand and official seal this 2 Gen day of ______, 1976. 101 July 5 SUBLIC 2 Control 5 SUBLIC 2 Control 5 Notary Public

Lots 39, 40 and northern 17 feet of lot 38 in assessor's division of southwest fractional one-forth of section 22, township 39 north, range 14 east of the third principal meridian in Cook County, Illinois.

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REFERENCE DE DETENS () COME COMPLETE DE LEVRE ()

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