## AGREEMENT BETWEEN ILLINOIS DEPARTMENT OF CONSERVATION AND THE HISTORIC PULLMAN FOUNDATION

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THIS AGREEMENT, made and entered into this <u>8th</u> day of <u>July</u>, 1982 by and between the Illinois Department of Conservation, hereinafter called the Department; and the Historic Pullman Foundation, hereinafter called Foundation;

WHEREAS, the Department has transferred, awarded and paid to the Foundation an Historic Preservation Fund annual project grant in the amount of Thirty-five Thousand Dollars (\$ 35,000.00) which sum was granted to the Department by the United States Department of the Interior, National Park Service for preservation of Hotel Florence, located at 11111 South Forrestville, in Chicago, Cook County, Illinois, under the provisions of the National Historic Preservation Act of 1966 (PL 89-665) as amended;

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WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of Hotel Florence, located at 11111 South Forrestville, as specified in the application from the Department to the National Park Service, as amended from time to time by the Department and the Foundation;

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 National Park Service, and in accordance with recommendations and standards set forth;

WHEREAS. a Covenant is required on a property receiving grant assistance whenever the owner and/or the project sponsor has accrued certain tangible benefits. The owner and/or the project sponsor will make the site available for interested parties on selected days of the year;

WHEREAS, if the Hotel Florence, located at 11111 South Forrestville, is made available through a rental arrangement to organizations other than the Foundation for various general public functions, the Foundation shall secure a signed Title VI Assurance from the renter stating that the renter shall not descriminate against individuals on the basis of race, creed, color, or national origin while using the facility. WHEREAS, wave and to the Foundation does sot preclude the Foundation or subsequent owners of Hotel Florence, located at 11111 South Forrestville, from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully Hotel Florence, located at 11111 South Forrestville, provided that subsequent project undertakings shall in no way duplicate work accomplished under this award;

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

The Foundation 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 this grant, or until all claims and audit findings involving the project have been resolved;
- 2. To comply with the requirements of the Department and the National Park 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.

The Department Agrees:

 To report to the National Park 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 legal action may be taken;

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- 2. To make periodic inspections of the site and facilities;
- 3. To recommend normal and routine preventive care of those areas and facilities of Hotel Florence, located at 11111 South Forrestville, affected by this historic preservation grant; and the Department may proceed to enforce this provision through appropriate legal action.

THIS AGREEMENT SHALL BE EFFECTIVE for a period of Ten (10) years from the date of project completion, June 1, 1982 through May 31, 1992, 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:

Lot "B" in Block One (1) in Original Town of Pullman, being a subdivision of part of the North East Quarter (NE¼) of Section Twenty Two (22), Township Thirty Seven (37) North, Range Fourteen (14), East of the Third Principal Meridian, North of Indian Boundary Line, lying East of the Easterly Line of right of way of Illinois Central Railroad, in Cook County, Illinois.

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

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**David Kenney** 

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