

AGREEMENT  
BETWEEN  
ILLINOIS DEPARTMENT OF CONSERVATION  
AND  
HARRIS TRUST, TRUSTEE

THIS AGREEMENT, made and entered into this 14th day of May, 1980, by and between the Illinois Department of Conservation, hereinafter called Conservation; ~~and Harris Trust,~~ and SAVINGS BANK, as Trustee under Trust Number 39262 and not individually.

WHEREAS, Conservation has transferred, awarded and paid to the Trustee an historic preservation annual program grant in the amount of twenty-five thousand dollars (\$ 25,000.00) which sum was granted to Conservation by the United States Heritage Conservation and Recreation Service for preservation of the Gold Coast Historic District: Patterson/McCormick Mansion in Chicago, Cook County, Illinois, under the provisions of the National Historic Preservation Act of 1966 (PL 89-665) as amended;

WHEREAS, the grant is used exclusively for the purpose and scope of work relating to the historic preservation of Gold Coast Historic District: Patterson/McCormick Mansion as specified in the application from Conservation to the Heritage Conservation and Recreation Service, as amended from time to time by Conservation and the Trustee;

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, 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 Trustee does not preclude the Trustee or subsequent owners of the Gold Coast Historic District: Patterson/McCormick Mansion from applying for, and being considered without prejudice for federal grants as may be necessary to preserve fully the Gold Coast Historic District: Patterson/McCormick Mansion, 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 Trustee Agree(s):

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 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.

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 Gold Coast Historic District: Patterson/McCormick Mansion 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 five (5) years from the date of project completion, January 29, 1980, through January 29, 1985, 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 17 except the north 5 feet thereof and all of Lots 18, 19, 20, 21 and 22 in the Catholic Bishop of Chicago Lake Shore Drive Addition to Chicago Section 3, Township 39, North Range 14, East of the Third Principal Meridian in Cook County, Illinois

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

All representations and undertakings of HARRIS TRUST AND SAVINGS BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the HARRIS TRUST AND SAVINGS BANK personally as a result of the signing of this instrument.

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

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney, Director

Witness:

*Maurine E. Richter*  
Notary Public Seal

Witness:

*Linda J. Rompa*  
Notary Public Seal

My Commission Expires on December 6, 1983

HARRIS TRUST AND SAVINGS BANK, as Trustee under its Trust No. 38248 and not individually By: *[Signature]* ASSISTANT AND PRESIDENT TRUST OFFICER CHICAGO

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