

I certify that this instrument
was filed for record this NOV 27 1979

at 1:45 o'clock P.M.

Edith G. ...

RECORDER

AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF CONSERVATION
AND
VERMILION COUNTY MUSEUM SOCIETY, INC.

*File
Fithian Hse
17-8595*

ENTERED INDEXED TRACT

THIS AGREEMENT, made and entered into this 5th day of November, 1979, by and between the Illinois Department of Conservation, hereinafter called Conservation; and Vermilion County Museum Society, Inc. hereinafter called Museum Society.

WHEREAS, Conservation has transferred, awarded and paid to the Museum Society an historic preservation annual program grant in the amount of nine thousand dollars (\$ 9,000.00) which sum was granted to Conservation by the United States Heritage Conservation and Recreation Service for preservation of the **Fithian House** in Danville, Vermilion 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 Fithian House as specified in the application from Conservation to the Heritage Conservation and Recreation Service, as amended from time to time by Conservation and the Museum Society;

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 Museum Society does not preclude the Museum Society or subsequent owners of the Fithian House from applying for, and being considered without prejudice for federal grants, as may be necessary to preserve fully the Fithian House, 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 Museum Society 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 Fithian House 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, July 31, 1979 through July 31, 1984, and shall be recorded in the Office of the Recorder of Deeds of Vermilion County, Illinois, against the land whose legal description is as follows:

Lots 46 and 47 and east 20' of Lot 48 in Golusha and Gilberts Addition in the City of Danville, Illinois

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

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney

David Kenney, Director

Witness:

Marjorie E. Richter

Notary Public Seal

VERMILION COUNTY MUSEUM SOCIETY, INC.

James H. Springer

Restoration Director

Witness:

George A. Cline

Notary Public Seal

