

11.00
APR 17 1981

AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF CONSERVATION
AND
LIGHTHOUSE PARK DISTRICT OF EVANSTON

25823456

THIS AGREEMENT, made and entered into this 23rd day of March, 1981, by and between the Illinois Department of Conservation, hereinafter called Conservation; and Lighthouse Park District of Evanston hereinafter called Park District.

WHEREAS, Conservation has transferred, awarded and paid to the Park District an historic preservation annual program grant in the amount of Fifteen Thousand Dollars (\$15,000.00) which sum was granted to Conservation by the United States Heritage Conservation and Recreation Service for preservation of the Grosse Point Lighthouse in Evanston, 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 Grosse Point Lighthouse as specified in the application from Conservation to the Heritage Conservation and Recreation Service, as amended from time to time by Conservation and the Park District;

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 Park District does not preclude the Park District or subsequent owners of the Grosse Point Lighthouse from applying for, and being considered without prejudice for federal grants as may be necessary to preserve fully the Grosse Point Lighthouse, 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 Park District 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 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;

Return: Box 679

- 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 Grosse Point Lighthouse 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, September 30, 1980 through September 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:

All that part of the township of the City of Evanston bounded and described as follows:

- (a) On the North and in the Northerly part, bounded by a line beginning at the most Northeasterly point in said township and running thence first in a Westerly direction, then in a Southerly direction and then again in a Westerly direction all on the boundary line of said township to the first point that said boundary line of said township intersects the center line of the North Shore Channel of the Sanitary District of Chicago; and
- (b) On the West, bounded by a line beginning at aforesaid first point that the boundary line of said township of the City of Evanston intersects the center line of said North Shore Channel and running thence in a Southerly and Southwesterly direction on said center line of said North Shore Channel to the intersection of said center line of said North Shore Channel with the center line of Noyes Street or Noyes Street produced in the City of Evanston; and
- (c) On the South, bounded by a line beginning at aforesaid point of intersection of the center line of said North Shore Channel with the center line of said Noyes Street or Noyes Street produced, and running (please see reverse side)

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:

Maureen E. Richter

 Notary Public Seal

LIGHTHOUSE PARK DISTRICT OF EVANSTON

By: *Matthew A. Flamm*

 Secretary and Attorney

Witness:

John Lane

 Notary Public Seal

PREPARED BY:
 MATTHEW A. FLAMM
 5000 SEARS TOWER
 CHICAGO, ILLINOIS 60606

Return: Box 679