

SEP 21 1981

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AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF CONSERVATION
AND
THE MINEOLA RESTORATION CORPORATION

THIS AGREEMENT, made and entered into this 15TH day of Sept, 1981,

by and between the Illinois Department of Conservation, hereinafter called the Department;
and The Mineola Restoration Corporation, hereinafter called Corporation;

WHEREAS, the Department has transferred, awarded and paid to the Corporation an Historic Preservation Fund annual project grant in the amount of Twenty Two Thousand Five Hundred Dollars (\$22,500.00) which sum was granted to the Department by the United States Department of the Interior, National Park Service for preservation of the **Mineola Hotel** in Fox Lake, Lake 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 The Mineola Hotel, located at 91 North Cora Avenue, as specified in the application from the Department to the National Park Service, as amended from time to time by the Department and the Corporation;

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 Mineola Hotel, located at 91 North Cora Avenue, is made available through a rental arrangement to organizations other than the Corporation for various general public functions, the Corporation shall secure a signed Title VI Assurance form from the renter stating that the renter shall not discriminate against individuals on the basis of race, creed, color or national origin while using the facility.

WHEREAS, the award to the Corporation does not preclude the Corporation or subsequent owners of the Mineola Hotel, located at 91 North Cora Avenue from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully the Mineola Hotel, 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 Corporation 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 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 Agree (s):

1. 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;
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 Mineola Hotel, located at 91 North Cora Avenue affected by this historic preservation grant. If said recommendations for normal and routine care are not complied with within a reasonable period of time, or if the public access as provided for above is not available, the Department may proceed to enforce these provisions through appropriate legal action.

THIS AGREEMENT SHALL BE EFFECTIVE for a period of Five (5) years from the date of project completion June 20, 1981 through June 19, 1986, and shall be recorded in the Office of the Recorder of Deeds of Lake County, Illinois against the land whose legal description is as follows:

THACKER ENGINEERS & SURVEYORS, LTD.

Consulting Civil Engineers • Registered Land Surveyors

RICHARD L. THACKER, PRESIDENT

4 S. GENESEE STREET
WAUKEGAN, ILLINOIS 60085

TELEPHONE. (312) 336-2473

April 11, 1979

Mr. Pete Jakstas

Following is the legal description prepared at your request:

A tract of land in the Southwest quarter of the Southwest quarter of Section 3, Township 45 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said quarter quarter section and running thence East along the North line of said quarter quarter section, 252.44 feet to the Easterly line of Forest Avenue (formerly called Grace Street); thence Southwesterly along the Easterly line of Forest Avenue, 27 feet, more or less, to the point of intersection of said Easterly line with the South line of that part of Forest Avenue, the centerline of which is the North line of said quarter quarter section; thence Easterly along a line forming an angle to the right of 13 degrees 33 minutes with the South line of Forest Avenue, extended Easterly, 285 feet, more or less, to a point 400 feet Westerly of the water's edge of Fox Lake, said point being the place of beginning of the following described tract, to-wit: thence continuing Easterly along the last described line from the last described, 185 feet; thence Southeasterly along a line forming an angle to the right of 24 degrees with the last described line extended, 225 feet to the water's edge of Fox Lake; thence Southerly along the water's edge of Fox Lake, 377 feet to a point 694.8 feet North of the South line of said quarter quarter section; thence Southwesterly 283 feet to a point which is 650 feet East of the West line and 669.8 feet North of the South line of said quarter quarter section; thence West along a line being parallel with and 669.8 feet North of the South line of said quarter quarter section, 117 feet, more or less, to a point which is 400 feet West of the water's edge of Fox Lake; thence Northerly parallel with and 400 feet West of the water's edge of Fox Lake to the place of beginning; together with a perpetual easement for ingress and egress over, along and upon an existing traveled roadway as it now exists and as it may meander along the following described course, (the extent of such meandering being limited to 20 feet on each side of the following described line, provided however, that where the said line proceeds Easterly along the South line of the premises hereinbefore described, such meanderings shall not extend more than 15 feet South of the said South line of said premises); Commencing at the point in the West line of Section 3, Township 45 North, Range 9 East of the Third Principal Meridian, 205 feet North of the Southwest corner thereof; thence East at right angles with the said West line of said Section 3, 565 feet; thence North 15 degrees East, 495 feet, more or less, to the South line of the premises hereinbefore described; thence Easterly along and South of the South line of the premises hereinbefore described to a point 28 feet Westerly of the water's edge of Fox Lake, said point being marked by an iron stake on the South line of the premises hereinbefore described, in Lake County, Illinois.

Sincerely,

Edward Peklay

Thacker Engineers & Surveyors, Ltd.

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

ILLINOIS DEPARTMENT OF CONSERVATION

Daid Kenney

Witness:

Maurice E. Richter
Notary Public Seal

(SUBGRANTEE)

X. Emily Jakstas

Witness:

Deter Jakstas
Notary Public Seal

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RECORDER
LAKE COUNTY, ILLINOIS

1991 SEP 16 AM 11:07

Frank J. Nustra