

Filed for Record on the 23 day of May  
1980 at 2:50 o'clock P.M.

Recorder of Deeds Ralph E. Schaeffeld  
By Carlisle H. Gray Deputy Recorder

AGREEMENT  
BETWEEN

ILLINOIS DEPARTMENT OF CONSERVATION  
AND  
GALENA ART AND RECREATION CENTER, INCORPORATED

THIS AGREEMENT, made and entered into this 25th day of April, 1980, by and between the Illinois Department of Conservation, hereinafter called Conservation; and Galena Art and Recreation Center, Incorporated, hereinafter called Galena Art and Recreation Center, Incorporated.

WHEREAS, Conservation has transferred, awarded and paid to the Galena Art and Recreation Center, Incorporated 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 Galena Art and Recreation Center, Incorporated, in the City of Galena, Jo Davies 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 Galena Art and Recreation Center, Incorporated as specified in the application from Conservation to the Heritage Conservation and Recreation Service, as amended from time to time by Conservation and the Galena Art and Recreation Center, Incorporated;

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 Developments Community Development Block Grants and General Revenue Sharing Monies);

WHEREAS, the award to the Galena Art and Recreation Center, Incorporated does not preclude the Galena Art and Recreation Center, Incorporated or subsequent owners of the Galena Art and Recreation Center, Incorporated from applying for, and being considered without prejudice for federal grants as may be necessary to preserve fully the Galena Art and Recreation Center, Incorporated, 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 Galena Art and Recreation Center, Incorporated Agree(s):

1. To maintain financial and administrative records pertaining to this grant award for a 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.

3. To provide public access no less than twelve (12) days a year and to publish notification in newspapers of general circulation in the community or area in which Galena Art and Recreation Center, Incorporated is located, giving dates and times when Galena Art and Recreation Center, Incorporated will be open to the public, and documentation of such notice will be furnished annually to Conservation for the specified period of time. Nothing in this agreement prohibits the Galena Art and Recreation Center, Incorporated from charging a reasonable nondiscriminatory admission fee comparable to the fees at similar facilities in the area.

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 Galena Art and Recreation Center, Incorporated 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, November 27, 1979 through November 27, 1984, and shall be recorded in the Office of the Recorder of Deeds of Jo Daviess County, Illinois, against the land whose legal description is as follows:

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Three and three-quarters (3 3/4) feet off of the South side of Lot Sixteen (16) being on the West side of Bench Street and running through to Prospect Street, on the West side of Galena River, in the City of Galena, Jo Daviess County, 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:

*Thurston E. Richter*  
Notary Public Seal

(Subgrantee)

*Carol F. Peterson*

STATE OF ILLINOIS )  
                                  )  
                                  )  
COUNTY OF JO DAVIESS )

ss.

I, the undersigned, a notary public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol F. Peterson personally known to me to be the same person whose named is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of May, 1980.

*Robert A. Roth*

Notary Public