LETTER OF AGREEMENT

10

This agreement is made the 25th day of April, 1980, by Old South Henderson Cemetery Association (hereafter referred to as the "Subgrantee") and in favor of the State acting through the State Historic Preservation Officer (hereafter refered to as the "Grantee") for the purpose of the stabilization of a certain Property known as South Henderson Church and Cemetery, located at Section 12, Gladstone, Henderson County, Illinois, which is owned in fee simple by the Subgrantee and is listed in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the South Henderson Church and Cemetery. The Property is more particularly described as follows:

Lot one in Northwest corner of Southeast quarter and Lot one in the Southwest corner of the Northeast quarter and Lot one in the Northeast corner of the Northwest quarter in Lot one in the Northeast corner of the Southwest quarter All of the above named quarters being in Section 12 (Twelve) Township Ten (10) North range Five (5) West of the Fourth (4th) Principal Meridi an more particularly described by this plas as surveyed and compiled by Thomas S. McClanahan December 19, 1900. Situated in Township Ten (10) North range Five (5) in the County of Henderson in the State of Illinois

In consideration of the sum of \$6,000.00 received in grant-in-aid assistance through the Grantee from the Heritage Conservation and Recreation Service, United States Department of the Interior, the Subgrantee hereby agrees to the following for a period of five (5) years from the date of project completion (March 25, 1980 through March 25, 1985).

- 1. The Subgrantee agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
- 2. The Subgrantee agrees that no visual or structural alterations will be made to the Property without prior written permission of the Grantee.
- 3. The Subgrantee agrees that the Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of the agreement are being observed.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction or, alternatively, the Grantee may, at its discretion, seek monetary damages.

GRANTEE

David Kenney, Director Illinois Department of Conservation

South Henderson Church

OBNU

5/8/80