

R78-49819

FILED-RECORDERS OFFICE
WILL COUNTY, ILL.

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James J. [unclear] 9⁰⁰
RECORDER
MICROFILMED

AGREEMENT
between
Will County Historical Society
and
STATE OF ILLINOIS

This agreement made and entered into this 13th day
of November, 1978, by and between the State of Illinois,
Department of Conservation, acting by and through the State
Historic Preservation Officer, David Kenney, Director, and the
Will County Historical Society.

Historic Preservation Grant. The State of Illinois (the
"State") has transferred, awarded, and paid to the Will County
Historical Society (the "Transferee") a historic preservation
annual program grant in the amount of Sixteen Thousand One Hundred
Ten Dollars and Twelve Cents (\$16,110.12) which sum was granted
to the State of Illinois (the "Grantee") by the United States
Heritage Conservation and Recreation Service for the restoration
and preservation of the Illinois and Michigan Canal Office Building
located at 803 South State Street, Lockport, Illinois, under the
provisions of the National Historic Preservation Act of 1966 (PL 89-
665) as amended. This grant is to be used exclusively for the purpose
and scope of work relating to the historic restoration and preservation
of the Illinois and Michigan Canal Office Building as specified in
the application from the State of Illinois to the Heritage Conservation
and Recreation Service, as amended from time to time by the State of
Illinois, Department of Conservation and the Will County Historical
Society.

Legal Description. Lots 1 & 2 Canal Commissioners
Subdivision, Building known as I & M Canal Office Building, of Lockport
Illinois. ALSO: A parcel known as Public Landing in Canal Commissioners
Subdivision of Lockport, Illinois, described as follows: Beginning at
the intersection of the West line of the Gulf, Mobile and Ohio Railroad
with the South line of Eighth Street; thence Southerly along said West

Routine Maintenance. The "Transferee" agrees with the State that it will provide normal and routine care and maintenance to the Illinois and Michigan Canal Office Building so as to preserve the historic integrity of the historically unique characteristics of the building, particularly those areas of the building to be affected by this historic preservation matching grant. The State of Illinois may make periodic inspections of the building, not more frequently than annually, by the State Historic Preservation Officer, or his designee in writing, who will review the premises and recommend normal and routine preventive care of those portions of the Illinois and Michigan Canal Office Building affected by this historic preservation grant. If said recommendations for normal and routine care are not complied with in a satisfactory manner within a reasonable period of time, the State may proceed to enforce this provisions through legal action.

Duration and Limitation of Liability Under Agreement. It is the intention of the "Transferee" and the State of Illinois that both parties shall be bound by this agreement for a period of five (5) years from the date of project completion (October 21, 1978) through October 20, 1983, and this agreement shall be recorded in the Office of the Recorder of Deeds of Will County, Illinois, against the land whose legal description is as follows:

so as to provide a public record thereof, and so as to advise subsequent purchasers of the property of this agreement, and these covenants for the express purpose of causing these covenants to run with the land.

Project Signs. Accepting this grant for historic preservation, the "Transferee" agrees to prominently erect a sign, or signs, which shall be maintained in good condition, at least until work is completed, and which shall identify: 1) the name of the project (Illinois and Michigan Canal Office Building), 2) the name of the State agency administering the project ("The Illinois Department of Conservation"), and 3) the nature of Federal assistance ("The restoration of the Illinois and Michigan Canal Office Building, which is listed in the National Register of Historic Places, has been funded with the assistance of a matching grant-in-aid from the Department of the Interior, Heritage Conservation and Recreation Service, under provisions of the National Historic Preservation Act of 1966"). The sign may also include such other information as is appropriate. The cost of the sign or signs, whether temporary or permanent, is an allowable expenditure. The size and number of the signs shall be adequate to mark the site.

No Penalty. The receipt of this award by the "Transferee" in no way precludes the "Transferee", or subsequent owners of the Illinois and Michigan Canal Office Building, from applying for, and being considered without penalty for such grants for historic preservation under the National Historic Preservation Act as amended, as may be

necessary to fully restore and preserve the Illinois and Michigan Canal Office Building provided that subsequent project undertakings shall in no way duplicate work accomplished through this award.

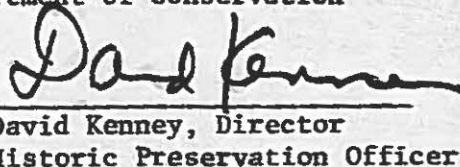
Professional Preservation Standards. The historic preservation work to be accomplished under this grant shall be in accordance with recognized professional standards evidenced in plans, specifications, shop drawings, detailed descriptions or other materials submitted to the State and to the Heritage Conservation and Recreation Service and/or in accordance with recommendations resulting from on-site inspections by Heritage Conservation and Recreation Service.

Records. The financial and administrative records pertaining to this grant award shall be maintained for at least three years following the completion of all project work conducted under the grant and until a resolved audit of the records has been accomplished.

Use of Other Federal Funds. Funds made available by other Federal sources may be used to support preservation efforts funded by this award with the proviso that records shall be maintained to document that no duplication exists in work or in grantee or transferee matching share relative to the various sources of Federal assistance. Federal funds from any source shall in no instance be used as all or part of a grantee or transferee's matching share under this program.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

State of Illinois
Department of Conservation

By: 
David Kenney, Director
Historic Preservation Officer

STATE OF ILLINOIS)
)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Kenney personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledge that he signed, sealed and delivered said instrument as his Free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of November, 1978.



Maurice Leichter
Notary Public

By: Walter County Master of Laws
Margaret Leber, President
, Transferee

, Transferee

Attest:

Secretary

STATE OF ILLINOIS)
) SS.
)
COUNTY OF WILL)

I, Dorothy Jean Powell, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Margaret Sabo and _____ personally known to me to be the same persons whose names are subscribed in the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for uses and purposes therein set forth.

Given under my hand and official seal this 14th day of December, 1978.

Dorothy Jean Powell
Notary Public



*Mc - Will County Historical Society
803 S. State Street
Lockport, Ill. 60441*