

LETTER OF AGREEMENT

between
Illinois Department of Conservation
and
The Massac County Historical Society

This agreement is made the 8th day of September, 1981, by

The Massac County Historical Society (hereafter referred to as the "Society") and in favor of the State acting through the State Historic Preservation Officer (hereafter referred to as the "Grantee") for the purpose of the rehabilitation of a certain Property known as Elijah P. Curtis House, Located at 405 Market Street, Metropolis, Massac County, Illinois, which is owned in fee simple by the Society 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 Elijah P. Curtis House, the Property is more particularly described as follows:

Lot 365 and the South 15 feet of Lot 366, and the South 90 feet of the East 9 feet of Lot 364, all in Block 35 of the original plat of the City of Metropolis, Illinois, as per recorded plat thereof.

Situated in the County of Massac and State of Illinois

In consideration of the sum of Seven Thousand Four Hundred Forty Two Dollars and Eighty Four Cents (\$7,442.84) received in grant-in-aid assistance through the Grantee from the National Park Service, United States Department of the Interior, the Society hereby agrees to the following for a period of five (5) years: Beginning August 1, 1981 ending July 31, 1986.

1. The Society 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 Society agrees that no visual or structural alterations will be made to the Property without prior written permission of the Grantee.
3. The Society 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.
4. The Society agrees that when the Property is not clearly visible from a public right of way or includes interior work assisted with Historic Preservation grant funds, the Property will be open to the public no less than 12 days a year on an equitably spaced basis and at other times by appointment. Nothing in this agreement will prohibit the Society from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar

facilities in the area. The Society further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation grant funds are not visible from the public way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open to the public. Documentation of such notice will be furnished annually to the State Historic Preservation Officer during the term of the agreement.

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.

Doris Kenny
GRANTEE

Elizabeth J. Fellows
SUBGRANTEE
President

8/27/81
DATE

9-8-81
DATE

Maurice E. Richter
WITNESS:

Karen J. Gower
WITNESS:

My Commission Expires March 27, 1982

Notary Public Seal

Notary Public Seal