

March 12, 1981

MAR 17 1981

Mr. Michael Creekmore  
Program Manager  
Grants Management Section  
Illinois Department of Conservation  
605 Wm. G. Stratton Building  
400 South Spring Street  
Springfield, IL 62706

Subject: Letter of Agreement  
Frank Lloyd Wright Prairie School of  
Architecture Historic District  
245 North Kenilworth, Oak Park, IL  
17-09884

Dear Mr. Creekmore:

Enclosed is a receipted copy of the Letter of Agreement which you sent me on December 5, 1980. This was recorded with the Recorder of Deeds on March 9, 1981 as evidenced by the filing fee receipt enclosed.

Should you require anything further in this regard, please do not hesitate to contact me. Thank you in advance for your attention in this matter.

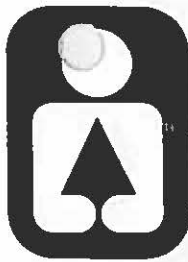
Very truly yours,



John L. Westermann III

enclosures

Illinois



# Department of Conservation

life and land together

605 WM. G. STRATTON BUILDING • 400 SOUTH SPRING STREET • SPRINGFIELD 62706

CHICAGO OFFICE – ROOM 100, 160 NO. LASALLE 60601

David Kenney, Director • James C. Helfrich, Assistant Director

December 5, 1980

Mr. John Westermann  
245 North Kenilworth  
Oak Park, Illinois 60302

Re: Frank Lloyd Wright -  
Prairie School of  
Architecture Historic  
District:  
245 North Kenilworth  
17-09884

Dear Mr. Westermann:

Please sign the enclosed Letter of Agreement, fill in the legal property description, have it notarized and recorded in the Office of the Recorder of Deeds of Cook County. Return a copy with evidence of the recording to this office. We must be in receipt of this document before your final reimbursement can be mailed to you.

Sincerely,

Michael Creekmore  
Program Manager  
Grants Management Section

MC/jl

Enclosure

Certified Mail  
Return Receipt Requested

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MAR 17 1981

LETTER OF AGREEMENT

This agreement is made the 6<sup>th</sup> day of March, 1981,  
by John and Barbara Westermann (hereafter referred to as the "Sub-  
grantee") 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  
Frank Lloyd Wright-Prairie School of Architecture Historic District:  
245 North Kenilworth, located at 245 North Kenilworth, Oak Park,  
Cook 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, appur-  
tenances, and improvements and is known as the Frank Lloyd Wright-  
Prairie School of Architecture Historic District: 245 North Kenilworth,  
The Property is more particularly described as follows:

Lot 13 (except the west 50 feet thereof and except the  
south 50 feet of said lot) in Resubdivision of Elizabeth  
Court Addition to Oak Park, a subdivision in the northwest  
quarter of Section 7, Township 39 north Range 13, east of  
the Third Principal Meridian, in Cook County, Illinois.

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In consideration of the sum of \$3,190.00 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:

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 State.
3. The Subgrantee agrees that the State, 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 Subgrantee 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 Subgrantee from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Subgrantee further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic

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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 State may, at its discretion, seek monetary damages.

David Kenney  
GRANTEE

Barbara T. Westermann  
John L. Westermann III  
SUBGRANTEE

12/4/80  
DATE  
STATE OF ILLINOIS )  
COUNTY OF COOK )

March 6, 1981  
DATE

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I, Deborah Lynn Seaquist, being a Notary Public in Cook County, Illinois, state that Barbara T. Westermann and John L. Westermann III personally known to me appeared before me and placed their hands and seals on the above Letter Agreement on this, the 6th day of March, 1981.

Subscribed and sworn to before me this 6th day of March, 1981.

Deborah Lynn Seaquist (Seal)  
Notary Public



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