

A G R E E M E N T  
between  
Dr. and Mrs. Alex G. Karczmar  
and  
STATE OF ILLINOIS

This agreement made and entered into this 10th day of March, 1978, by and between the State of Illinois, Department of Conservation, acting by and through the State Historic Preservation Officer, David Kenney, Director, and Dr. and Mrs. Alex G. Karczmar.

Historic Preservation Grant. The State of Illinois (the "State") has transferred, awarded, and paid to Dr. and Mrs. Alex G. Karczmar, husband and wife, (the "Transferee(s)") a historic preservation annual program grant in the amount of one thousand three Hundred and Seventy-Four Dollars (\$1,374) which sum was granted to the State of Illinois (the "Grantee") by the United States National Park Service for the restoration and preservation of the Frank Lloyd Wright - Prairie School of Architecture Historic District: Dale Bumstead House by Talmadge & Watson 504 East Avenue, Oak Park, 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 "Dale Bumstead House" as specified in the application from the State of Illinois to the National Park Service, as amended from time to time by the State of Illinois, Department of Conservation and Dr. and Mrs. Alex G. Karczmar.

Routine Maintenance. The "Transferee(s)" agree with the State that they will provide normal and routine care and maintenance to the "Dale Bumstead House" 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 "Dale Bumstead House" 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(s)" and the State of Illinois that both parties shall be bound by this agreement for a period of twenty (20) years from the date of project approval (October 10, 1975) through October 10, 1995, and this agreement shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, against the land whose legal description is as follows:

Lcts 121 and 122 and the West 50 feet of Lot 120 in Christian C. Kohlsaats' Subdivision of Block 7 of Fair Oaks, a subdivision of the South 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County Illinois;

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(s)" agree 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 ("Dale Bumstead House Project"),
- 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 Dale Bumstead House, 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, National Park 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 clearly and shall be in keeping with the visual esthetics of the site.

No Penalty. The receipt of this award by the "Transferee(s)" in no way precludes the "Transferee(s)", or subsequent owners of the "Dale Bumstead House", 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 "Dale

Bumstead House" 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 National Park Service and/or in accordance with recommendations resulting from on-site inspections by National Park Service personnel.

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  
David Kenney, Director

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 acknowledged 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 10th day of March, 1948.

Maurice E. Kiehn  
Notary Public

By: Henry Kenney  
, Transferee

Alexander G. Kenney  
, Transferee

Attest:

\_\_\_\_\_  
Secretary

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, TASELL V. SHAY, a Notary Public in and for  
said County, in the State aforesaid, do hereby certify that  
Harold K... .. and Alexander E. Kazian 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 16<sup>TH</sup> day of  
September, 1978.

Taseell V. Shay  
Notary Public