

24762853

A G R E E M E N T
between
HAROLD AND DORIS BLUMENTHAL
and
STATE OF ILLINOIS

This agreement made and entered into this 13 day of
December, 1976, by and between the State of Illinois, Department
of Conservation, acting by and through the State Historic Preservation
Officer, John McGuire, Director and Harold and Doris Blumenthal.

Historic Preservation Grant. The State of Illinois (the "State")
has transferred, awarded, and paid to Harold and Doris Blumenthal, husband
and wife, (the "Transferee(s)") a historic preservation annual program grant
in the amount of Two Thousand Five Hundred Dollars (\$2,500) 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: Harry S.
Adams House (the "Adams House"), 710 West Augusta Street, 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 "Adams 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 Mr. and Mrs. Blumenthal.

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Routine Maintenance. The "Transferee(s)" agree with the State
that they will provide normal and routine care and maintenance to the
"Adams 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



RETURN MAIL TO:
DR. H. J. BLUMENTHAL
710 AUGUSTA
OAK PARK, ILL. 60302

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 "Adams 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 of 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 (September 1, 1975) through September 1, 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:

Blumenthal

The West 54 feet of vacated alley formerly occupying the North 16 feet of original Lot 9 and the vacated alley (except the West 8 feet thereof) West and adjoining said North 16 feet.

All in Block 1 in Oliver M. Carsons' addition to Oak Park in South East 1/4 of Section 6 township 39 North, Range 13, East of the Third Principal Meridian.

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 Sign. In 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 ("The Adams 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 Adams 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 "Adams 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 "Adams 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

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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: John McGuire
John McGuire, 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 JOHN McGUIRE personally known to me to be the same person whose name is subscribed to the foregoing

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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 13 day of December, 1976.



Dorothy M. Russell
Notary Public

By: Doris C Blumenthal, Transferee

Harold J. Blumenthal, Transferee

Attests:

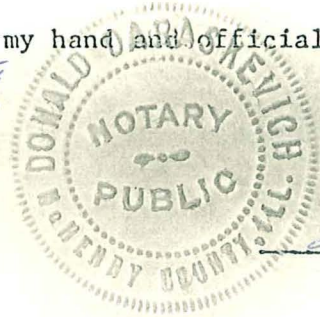
Secretary

STATE OF ILLINOIS)
 ^{MC}HENRY) SS.
COUNTY OF ~~COOK~~)

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I, DONALD DARASKEVICH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HAROLD J. BLUMENTHAL and DORIS C BLUMENTHAL 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 1 day of DECEMBER, 1976.



Donald Daraskevich
Notary Public