

DEC 13 1979

AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF CONSERVATION
AND
CENTRAL ILLINOIS LANDMARKS FOUNDATION

STATE OF ILLINOIS }
County of Peoria } SS
HELEN G. BLAIR, County Recorder
900A
Helen G. Blair
Recorder of Deeds

filed for rec
in the office

THIS AGREEMENT, made and entered into this 5th day of November, 1979, by and between the Illinois Department of Conservation, hereinafter called Conservation; and Central Illinois Landmarks Foundation, hereinafter called Landmarks Foundation.

WHEREAS, Conservation has transferred, awarded and paid to the Landmarks Foundation an historic preservation annual program grant in the amount of ten thousand dollars (\$ 10,000.00) which sum was granted to Conservation by the United States Heritage Conservation and Recreation Service for preservation of the Grand Army of the Republic Memorial Hall in Peoria, Peoria County, Illinois under the provisions of the National Historic Preservation Act of 1966 (PL 89-665) as amended;

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of Grand Army of the Republic Memorial Hall as specified in the application from Conservation to the Heritage Conservation and Recreation Services, as amended from time to time by Conservation and the Landmarks Foundation;

WHEREAS, the historic preservation work accomplished under this grant is in accordance with the "Secretary of the Interior's Standards for Historic Preservation Projects" as evidenced in plans, specifications, detailed descriptions or other materials submitted to Conservation and to the Heritage Conservation and Recreation Service, and in accordance with recommendations and standards set forth;

WHEREAS, a covenant is required on a grant assisted project on privately owned property whenever the owner has accrued certain tangible benefits. They will make the site available for interested parties on selected days of the year;

WHEREAS Federal funds were not used as all or part of its matching share under this program unless otherwise provided by Federal legislation (except for Housing and Urban Development's Community Development Block Grants and General Revenue Sharing Monies);

WHEREAS, the award to the Landmarks Foundation does not preclude the Landmarks Foundation or subsequent owners of the Grand Army of the Republic Memorial Hall from applying for, and being considered without prejudice for federal grants as may be necessary to preserve fully the Grand Army of the Republic Memorial Hall except that no duplication shall exist in the work;

NOW THEREFORE, in consideration to the mutual advantages resulting from the respective obligations assumed under this AGREEMENT:

The Landmarks Foundation agree(s):

1. To maintain financial and administrative records pertaining to this grant award for at least three (3) years following the completion of all project work conducted under the grant, or until an audit of the records has been accomplished;
2. To comply with the requirements of Conservation and the Heritage Conservation and Recreation Service to assume the cost of continued maintenance and repair of the property so as to preserve the architectural, historical, or archeological integrity of the property for the specified period of time in order to protect and enhance those qualities that made the property eligible for listing on the National Register of Historic Places.

3. To provide public access no less than twelve (12) days a year and to publish notification in newspapers of general circulation in the community or area in which the Grand Army of the Republic Memorial Hall is located, giving dates and times when the Grand Army of the Republic Memorial Hall will be open to the public, and documentation of such notice will be furnished annually to Conservation for the specified period of time. Nothing in this agreement prohibits the Landmarks Foundation from charging a reasonable nondiscriminatory admission fee comparable to the fees at similar facilities in the area.

Conservation agrees:

1. To report to the Heritage Conservation and Recreation Service when any part of this agreement and its covenants as it relates to the Federal administration of the grant, are not satisfied so that appropriate action may be taken;
2. To make periodic inspections of the site and facilities;
3. To recommend normal and routine preventive care of those areas and facilities of the Grand Army of the Republic Memorial Hall affected by this historic preservation grant; and Conservation may proceed to enforce this provision through appropriate legal action.

THIS AGREEMENT SHALL BE EFFECTIVE for a period of five (5) years from the date of project completion, August 29, 1979 through August 29, 1984, and shall be recorded in the Office of the Recorder of Deeds of Peoria County, Illinois, against the land whose legal description is as follows:

ACCORDINGLY, the parties have executed this agreement on the day and year first above written.

ILLINOIS DEPARTMENT OF CONSERVATION



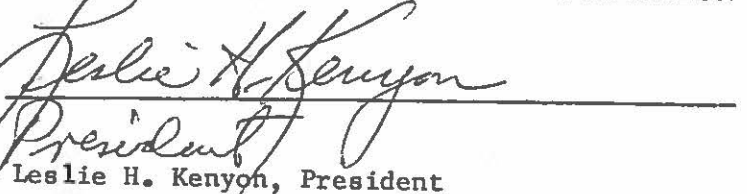
David Kenney, Director

Witness:



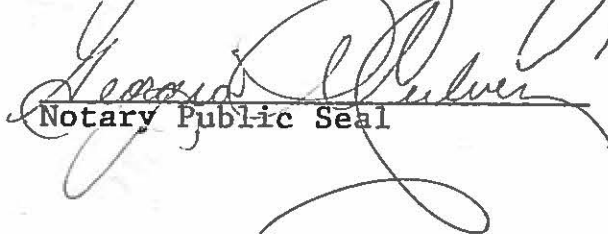
Notary Public Seal

CENTRAL ILLINOIS LANDMARKS FOUNDATION



Leslie H. Kenyon, President

Witness:



Notary Public Seal