

LETTER OF AGREEMENT

This agreement is made the 15th day of November, 1979, by The Edgar Lee Masters Memorial Museum Board and City of Petersburg (hereafter referred to as the "Subgrantee") and in favor of the State acting through the State Historic Preservation Officer (hereafter referred to as the "Grantee") for the purpose of the restoration of a certain Property known as the Edgar Lee Masters Home, Located at Eighth and Jackson Streets, Petersburg, Menard, 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, appurtenances, and improvements and is known as the EDGAR LEE MASTERS HOME. The Property is more particularly described as follows (LEGAL DESCRIPTION):

In consideration of the sum of two thousand, five hundred dollars (\$2,500.00) 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 from the date of project completion (August 15, 1979 to August 15, 1984):

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 Grantee.
3. The Subgrantee 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 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 non-discretionary 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 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.
5. The Subgrantee agrees that the Property will not be used for governmental purposes.

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.

David Kenney

David Kenney, Director
Department of Conservation

May L. Decker

Harold R. Anderson

The Edgar Lee Masters Memorial
Museum Board & City of Petersburg
Eighth and Jackson Streets
Petersburg, Illinois

11/21/79

DATE

12/4/79

DATE

Maurice E. Richter

NOTARY PUBLIC

James C. Combs

NOTARY PUBLIC

Co. Clerk