

JUN 25 1981

LETTER OF AGREEMENT

This agreement is made the 23 day of June, 1981, by MAC-CUL, INC. (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 rehabilitation of a certain Property known as Shelbyville Historic District: Herron Building, located at 105 East Main Street, Shelbyville, Shelby 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, appurtenances, and improvements as is known as the Shelbyville Historic District: Herron Building. The Property is more particularly described as follows: That part of Lots Eleven (11) and Twelve (12) in Block Seven (7) of the Town (now City) of Shelbyville, Shelby County, Illinois, (by Jacob Cutler and James Renshaw, commonly known as Cutler & Renshaw's Addition to said Town of Shelbyville) bounded as follows: Commencing at a point One Hundred Six (106) feet West of the Southeast Corner of said Lot Twelve (12), thence running North Seventy Nine (79) feet Ten (10) inches, thence West Forty-six (46) feet more or less to the East line of Broadway street in said City of Shelbyville, thence South Seventy-nine (79) feet ten (10) inches on the East line of Broadway street to the Southwest corner of said Lot Twelve (12), thence East to the beginning point; also the right in and to the wall to the building on said property above described as recited in a certain deed of record in the Recorder's Office of Shelby County, Illinois, in Book 83 at page 520, excepting from the above described tract a strip six inches wide being of even width off of the East side of the tract above, said strip being conveyed by a deed recorded in Book 83 at Page 520 of the Deed Records of Shelby County.

In consideration of the sum of \$ 8,992.70 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 archaeological 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.

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 Kennedy
 GRANTEE

Cheryl M. Cusack
 SUBGRANTEE Sec.

5/11/81
 DATE

6-23-81
 DATE