

AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF CONSERVATION
AND
Springfield College in Illinois

THIS AGREEMENT, made and entered into this 31 day of March, 1982 by and between the Illinois Department of Conservation, hereinafter called the Department; and Springfield College in Illinois hereinafter called Owner;

WHEREAS, the Department has transferred, awarded and paid to the Owner an Historic Preservation Fund annual project grant in the amount of Thirty Thousand Dollars (\$30,000.00) which sum was granted to the Department by the United States Department of the Interior, National Park Service for preservation of the George M. Brinkerhoff House, in Springfield, Sangamon 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 the George M. Brinkerhoff House Located at 1500 North 5th Street as specified in the application from the Department to the National Park Service, as amended from time to time by the Department and the Owner;

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 the Department and to the National Park Service, and in accordance with recommendations and standards set forth;

WHEREAS, a Covenant is required on a property receiving grant assistance whenever the owner and/or the project sponsor has accrued certain tangible benefits. The owner and/or the project sponsor will make the site available for interested parties on selected days of the year;

WHEREAS, the award to the Owner does not preclude the Owner or subsequent owners of the George M. Brinkerhoff House located at 1500 North 5th Street, from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully the George M. Brinkerhoff House located at 1500 North 5th Street, provided that subsequent project undertakings shall in no way duplicate work accomplished under this award;

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

The Owner Agrees:

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 this grant, or until all claims and audit findings involving the project have been resolved;
2. To comply with the requirements of the Department and the National Park Service to assume the cost of continued maintenance and repair of the property so as to preserve the architectural, historical, or archaeological 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.

The Department Agrees:

1. To report to the National Park 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 legal 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 George M. Brinkerhoff House located at 1500 North 5th Street affected by this historic preservation grant. If said recommendations for normal care are not complied within a reasonable period of time, or if the public access as provided for above is not available, the Department may proceed to enforce these provisions through appropriate legal action.

THIS AGREEMENT SHALL BE EFFECTIVE for a period of Ten (10) years from the date of project completion, March 1, 1982 through March 1, 1992, and shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois against the land whose legal description is as follows:

The following described Real Estate in the City of Springfield, County of Sangamon and State of Illinois:

Lots One (1), Two (2), Three (3), and Four (4), in Block Two (2), in Eastman, Black and Keys Subdivision of part of the East Half of the Southwest Quarter of Section Twenty-two (22), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian, excepting the following described tract: Commencing at a point in the South

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line of said Block Two (2) aforesaid, Ninety-five (95) feet West of the Southeast corner of said Block Two (2) aforesaid, thence running North parallel with Sixth Street to the point of intersection with a straight line commencing at the Southeast corner of said Block Two (2) and running in a Northwesterly direction to a point in the North line of said Block Two (2) One Hundred Twenty-four (124) feet East of the Northwest corner of said Block Two (2), thence from the point of intersection along said straight line running in a Northwesterly direction as aforesaid to the said point One Hundred Twenty-four (124) feet East of the Northwest corner of said Block Two (2) and thence East along the North line of said Block Two (2) to the Northeast corner of said Block Two (2) and thence South along the East line of said Block Two (2) to the Southeast corner thereof, thence West along the South line of said Block Two (2) to the place of beginning.

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

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney
David Kenney

Witness:
Thomas E. Richter
Notary Public Seal
SANGAMON CO. ILL.

James Paul Shaeffer
President
for Springfield College in Illinois

Witness:

Mary H. Moor
Notary Public Seal

Prepared by: Illinois Dept of Conservation
524 S. Second St.
Springfield, Ill. 62706

Return to: Springfield College in Ill.
1500 A. 5th St.
Springfield, Ill. 62706.

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Mary Ann Lamm
RECORDER OF DEEDS
SANGAMON COUNTY ILL.

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