

LETTER OF AGREEMENT
between
Illinois Department of Conservation
and
John W. McCarty

This agreement is made this 9th day of May, 1984, by John W. McCarty (hereafter referred to as Mr. McCarty) and in favor of the Illinois Department of Conservation (hereafter referred to as the "Department") for the purpose of the rehabilitation of a certain Property known as **John McCarty Round Barn**, located at Filson, which is owned in fee simple by Mr. McCarty 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 John McCarty Round Barn. The Property's legal description is as follows:

Located in the Southeast 1/4, Section 31, Town 15 North, Range 8,
East of the Third Principal Meridian in Douglas County, Illinois.

In consideration of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) received in grant-in-aid assistance through the Department from the National Park Service, United States Department of the Interior, Mr. McCarty hereby agrees to the following for a period of five (5) years: Beginning April 1, 1984, ending March 31, 1989.

1. Mr. McCarty 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. Mr. McCarty agrees that no visual or structural alterations will be made to the Property without prior written permission of the Department.

3. Mr. McCarty agrees that the Department, 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. Mr. McCarty 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 Mr. McCarty from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. Mr. McCarty 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 Department during the term of the agreement.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction or, alternatively, the Department may, at its discretion, seek monetary damages.

ILLINOIS DEPARTMENT OF CONSERVATION

David Kenney

 David Kenney, Director

John W. McCarty

 John W. McCarty, Owner

5/9/84

 DATE

5-7-84

 DATE

Thomas J. Richter

 WITNESS:

Nancy Kalle

 WITNESS:

 Notary Public Seal

 Notary Public Seal