

LETTER OF AGREEMENT

This agreement is made the 14th day of November, 1979, by Dr. and Mrs. John Moran (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 TOMEK HOUSE**, Located at 150 Nuttal Road, Riverside, Cook 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 and is known as the TOMEK HOUSE. The Property is more particularly described as follows: (LEGAL DESCRIPTION)

In consideration of the sum of five thousand dollars (\$5,000.00) 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 beginning August 22, 1979 and ending August 22, 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 nondiscriminatory 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.

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

John M. Moran
Mrs. John Moran

Dr. & Mrs. John Moran
150 Nuttall Road
Riverside, Illinois

11/21/79

DATE

December 3 1979

DATE

Maurice E. Richter

NOTARY PUBLIC

Maria Dobzynski

NOTARY PUBLIC