

AGREEMENT
BETWEEN
TINKER SWISS COTTAGE, INCORPORATED
AND
THE ILLINOIS DEPARTMENT OF CONSERVATION

MAR 12 1982

This agreement is made the 9TH day of MARCH, 1982, by Tinker Swiss Cottage, Incorporated (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 Tinker Swiss Cottage, Located at 411 Kent Street, Rockford, Winnebago 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 Tinker Swiss Cottage. The Property is more particularly described as follows:

(SEE ATTACHED)

In consideration of the sum of \$ 7,000.00 received in grant-in-aid assistance through the Grantee from the 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 (February 1, 1982 to January 31, 1987).

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.
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 equitable 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 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 State may, at its discretion, seek monetary damages.

Dais Kenney

GRANTEE

Jim W. Funder
TINKER COTTAGE MOUNTAIN

SUBGRANTEE

2/24/82

DATE

William J. Shallock
Deputy Director
Rockford Park District

3/9/82

DATE

THIS EASEMENT INDENTURE, Made by and between NELSON KNITTING COMPANY, an Illinois corporation, hereinafter designated "Company", and JESSIE D. TINKER, of the City of Rockford, Illinois, W I T N E S S E T H:

That the said parties hereto hereby mutually contract, covenant and agree as follows, to-wit:

I

That the said Jessie D. Tinker, being the widow of Robert H. Tinker, deceased, has on this date and as a part of this transaction conveyed to said Company by warranty deed, the real estate situated in the City of Rockford, County of Winnebago and State of Illinois, described as follows, to-wit:

Part of Block 9 of Church & Robertson's Addition to the City of Rockford, described as follows: Commencing at a point on the North line of Kent Street, i. e., the South line of said Block, 18 feet Easterly from the Southwest corner of Lot 7 in said Block 9, and running thence Northerly parallel with and 18 feet distant from the Easterly line of the public alley in said Block, 189.71 feet, thence Northeasterly at a deflection angle of $22^{\circ} 30'$ from the preceding course a distance of 203.29 feet to an iron pin on the high bluff forming the Southerly bank of Kent's Creek, thence deflecting to the left and running 46 feet to a cast iron hitching post standing at the Southwesterly corner of a suspension footbridge over Kent's Creek, thence Southerly at an included angle of $36^{\circ} 38' 20''$ with the preceding course, 84.8 feet to an iron pin, thence Southwesterly at an angle of deflection with the preceding course of $11^{\circ} 15'$, a distance of 154.65 feet to an iron pin on the Easterly line of the above mentioned public alley through Block 9, thence Southerly on said Easterly alley line 193.29 feet to the Southwesterly corner of Lot 7 in said Block, and thence Easterly on the Southerly line of said Lot 7, 18 feet to the point of beginning.

II

That there is hereby created for the joint use of the parties hereto and the users of their respective proper-