

LETTER OF AGREEMENT  
Between  
Illinois Department of Conservation  
and  
Rockford Park District

This agreement is made this 22<sup>ND</sup> day of August, 1984, by the Rockford Park District (hereafter referred to as District) 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 the **Tinker Swiss Cottage**, located at 411 Kent Street, Rockford, Illinois, which is owned in fee simple by the Rockford Park District 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's legal description is as follows:

That part of Block 5 of Robertson & Church's addition to the City of Rockford, south of Kent Creek, located in the NE 1/4 of Section 27, Township 44 North, Range 1 East of the Third Principal Meridian, in Rockford, Winnebago County, Illinois.

In consideration of the sum of Ten Thousand Dollars (\$10,000.00) received in grant-in-aid assistance through the Department from the National Park Service, United States Department of the Interior, the District hereby agrees to the following for a period of five (5) years: Beginning September 1, 1984, ending August 31, 1989.

1. The District 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 District agrees that no visual or structural alterations will be made to the Property without prior written permission of the Department.
3. The District agrees that, if the Tinker Swiss Cottage is made available through a rental arrangement to organizations other than the District for various general public functions, the District shall secure signed assurances from the renter stating that the renter shall not discriminate against individuals on the basis of race, creed, color, sex, age, or natural origin while using the facility.

4. The District 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.
5. The District 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 District from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The District 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

8/16/84  
 DATE

Thomas E. Richter  
 WITNESS:

Notary Public Seal

Michael J. Drury  
 Rockford Park District  
 VICE PRESIDENT

8/22/84  
 DATE

David Bremer  
 WITNESS:

Notary Public Seal