

LETTER OF AGREEMENT
between
Illinois Department of Conservation
and
Village of Western Springs

This agreement is made this 5th day of September, 19 84, by the Village of Western Springs (hereafter referred to as the Village) 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 **Western Springs Water Tower**, located at 914 Hillgrove Avenue, Western Springs, Illinois, which is owned in fee simple by the Village 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 Western Springs Water Tower. The Property's legal description is as follows:

Block "A" in Western Springs re-subdivision of a part of East Hinsdale, a subdivision of the East 1/2 of Section 6, Township 38 North, Range 12 East of the third principal meridian, together with that part of Sections 31 and 32, in Township 39 North, Range 12 East of the third principal meridian lying South of Chicago and Naperville Highway and West of the East Line of Section 6, Township 38 North, Range 12 East of the third principal meridian produced North to said highway, in Cook County, Illinois.

In consideration of the sum of Nine Thousand, Five Hundred Dollars (\$9,500.00) received in grant-in-aid assistance through the Department from the National Park Service, United States Department of the Interior, the Village hereby agrees to the following for a period of five (5) years: Beginning September 1, 1984, ending August 31, 1989.

1. The Village 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 Village agrees that no visual or structural alterations will be made to the Property without prior written permission of the Department.
3. The Village agrees that, if the Western Springs Water Tower is made available through a rental arrangement to organizations other than the Village for various general public functions, the Village 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 Village 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 Village 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 Village from charging a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Village 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

Patric Higin
 The Village of Western Springs

8/16/84
 DATE

9/5/84
 DATE

Shirley E. Richter
 WITNESS:

Bruce N. Johnson
 WITNESS:

Notary Public Seal

Charolette E. Smalley
 Notary Public
 Notary Public Seal