

THIS INSTRUMENT PREPARED
BY AND RETURN AFTER
RECORDING TO:

Miluska Novota
Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611

Space reserved for use by the Office of the Cook County Recorder of Deeds

CONSERVATION EASEMENT AGREEMENT

SAVE AMERICA'S TREASURES GRANT

CARLSON COTTAGE

This conservation easement agreement is made as of the ____ day of _____, 2009, by and between the Chicago Park District, with offices located at 541 N. Fairbanks, 4th Floor, Chicago, Illinois, 60611, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the Illinois Historic Preservation Agency, with offices located at 1 Old State Capitol Plaza, Springfield, Illinois 62701, as GRANTEE of the conservation easement (hereafter referred to as the "Grantee"). This Conservation Easement Agreement is entered into under the Real Property Conservation Rights Act, 765 ILCS 120/0.01 *et seq.* for the purpose of preserving the Men and Ladies Comfort Station, commonly known as Carlson Cottage, a building that is important culturally, historically, and architecturally.

1. **The Subject Property.** This agreement creates a conservation easement in real estate legally described in Exhibit B attached and incorporated by this reference. The Subject Property is the site of the Men and Ladies Comfort Station, commonly known as Carlson Cottage, located at 2019 North Stockton Drive, Chicago, Illinois 60614 (hereafter referred to as the "Property").
2. **Grant of conservation easement.** In consideration of the sum of \$250,000.00 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Property.
3. **Easement required for Federal grant.** This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Save America's Treasures Grant Program.
4. **Conditions of easement:**
 - a. *Duration.* This conservation easement is granted for a period of fifty (50) years commencing on the date when it is filed with the Cook County Recorder of Deeds.

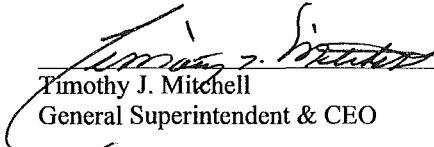
- b. *Documentation of condition of the Property Name at time of grant of this easement.* In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces is incorporated in the attached Exhibit A at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement Exhibit "A", Grantee personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.
- c. *Restrictions on activities that would affect historically significant components of the Property.* The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant interior spaces and features identified in Exhibit "A", exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
- d. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's "*Standards for Archeology and Historic Preservation*".
- e. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
- f. *Duty to maintain the Property.* The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the subject Property, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- g. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
- h. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement agreement are being observed.
- i. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.
- j. *Easement shall run with the land; conditions on conveyance.* This conservation easement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert an appropriate reference

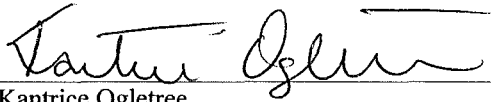
to this easement agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property, the Subject Property, or any part thereof.

- k. *Casualty Damage or Destruction.* In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the Property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register (*or the State Historic Preservation Officer if the Grantee is not the State*) in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Property from the National Register. If the Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Property which will then be returned to the U.S. Treasury.
- l. *Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Property to reimburse the Grantee and the Illinois Attorney General for all the State's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.
- m. *Amendments.* The parties may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the Cook County Recorder of Deeds.
- n. *Effective date; severability.* This conservation easement shall become effective when the Grantor files it in the Office of the Cook County Recorder of Deeds, Cook County, Illinois, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.
- o. *Addresses.* Grantor's address for notice is 541 N. Fairbanks, 4th Floor, Chicago, Illinois, 60611. Grantee's address for notice is 1 Old State Capitol Plaza, Springfield, Illinois 62701.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 31st day of August, 2009.

GRANTOR: Chicago Park District


By: 
Timothy J. Mitchell
General Superintendent & CEO

Attest: 
Kantrice Ogletree
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 31st day of August, 2009, before me the undersigned, a Notary Public for the State of Illinois, personally appeared **Timothy J. Mitchell**, to me personally known, who stated that he is **General Superintendent & CEO of the Chicago Park District**, and that the foregoing instrument was duly authorized and signed on behalf of the Chicago Park District, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the Chicago Park District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 31st day of August, 2009.



Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 31st day of August, 2009, before me the undersigned, a Notary Public for the State of Illinois, personally appeared Kantrice Ogletree, to me personally known, who stated that she is the Secretary of the Board of Commissioners of the **Chicago Park District**, and that the foregoing instrument was duly authorized and signed on behalf of the Chicago Park District aid corporation, and that as such Secretary, she acknowledged that she affixed the seal of the Chicago Park District and attested the foregoing instrument as her voluntary act and the voluntary act of the Chicago Park District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 31st day of August, 2009.

Munir Umrani
Notary Public

My Commission Expires:



IN WITNESS WHEREOF, Grantee has caused this instrument to be duly executed this 10 day of November, 2009.

GRANTEE: Illinois Historic Preservation Agency

By: Anne E. Haaker

Name: Anne E. Haaker

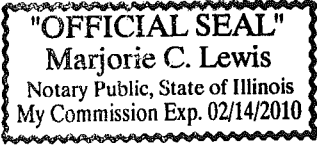
Title: deputy State Historic Preservation Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 10 day of November 2009, before me the undersigned, a Notary Public for the State of Illinois, personally appeared Anne Haaker, who stated that s/he is the duly appointed and actively serving Deputy SHPO, and that s/he executed the foregoing conservation easement agreement as her/his voluntary act and as the voluntary act of the Illinois Historic Preservation Agency.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 10 day of Nov., 2009.

Marjorie C. Lewis
Notary Public



My Commission Expires: 2-14-2010

EXHIBIT "A" TO CONSERVATION EASEMENT AGREEMENT

Men's and Ladies Comfort Station (Carlson Cottage)

To remain eligible for listing on the National Register of Historic Places, a property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of the Property Name, photo documentation is attached.

Significant Interior Spaces and Features

- Not Applicable

Significant Exterior Spaces and Features

- All exterior elevations including the rooflines
- A significant park building distinguished for overall design excellence and craftsmanship
- Beautifully combines rough stone with smooth brick in a highly picturesque manner
- Excellent physical integrity displaying through siting, scale, and overall design its historic relationship to the surrounding Lincoln Park landscape

EXHIBIT "B" TO CONSERVATION EASEMENT AGREEMENT

Men's and Ladies Comfort Station (Carlson Cottage)

Legal Description

Address: 2019 North Stockton Drive, Chicago, Illinois

PIN: 14-33-410-002-0000 (Partial)

Legal Description:

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 40, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 2 OF NORTH STOCKTON DRIVE AS DESCRIBED IN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO AND RECORDED JANUARY 28, 1999 AS DOCUMENT NO. 99094415; THENCE SOUTH 60 DEGREES 48 MINUTES 01 SECOND WEST (THIS BEARING ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION) ALONG THE NORTHERLY LINE OF SAID PARCEL 2 OF NORTH STOCKTON DRIVE, 17.97 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 605.04 FEET AN ARC DISTANCE OF 153.74 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 153.33 FEET AND A BEARING OF NORTH 13 DEGREES 42 MINUTES 39 SECONDS WEST; THENCE NORTH 06 DEGREES 25 MINUTES 52 SECONDS WEST, 331.41 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 982.00 FEET AN ARC DISTANCE OF 38.92 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 38.91 FEET AND A BEARING OF NORTH 07 DEGREES 33 MINUTES 59 SECONDS WEST; THENCE NORTH 81 DEGREES 17 MINUTES 54 SECONDS EAST, RADIAL TO THE LAST DESCRIBED CURVE, 32.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE PENULTIMATE DESCRIBED COURSE AND ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1014.00 FEET AN ARC DISTANCE OF 102.65 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 102.61 FEET AND A BEARING OF NORTH 11 DEGREES 36 MINUTES 07 SECONDS WEST; THENCE NORTH 14 DEGREES 30 MINUTES 08 SECONDS WEST, 22.93 FEET; THENCE NORTH 75 DEGREES 29 MINUTES 52 SECONDS EAST, 43.50 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 25.04 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 24.78 FEET AND A BEARING OF NORTH 89 DEGREES 50 MINUTES 39 SECONDS EAST; THENCE SOUTH 75 DEGREES 48 MINUTES 33 SECONDS EAST, 42.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS 65.00 FEET AN ARC DISTANCE OF 73.85 FEET TO A POINT ON A NON-TANGENT CURVE, THE CHORD OF SAID ARC HAVING A LENGTH OF 69.94 FEET AND A BEARING OF NORTH 71 DEGREES 38 MINUTES 39 SECONDS EAST; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AN ARC DISTANCE OF 6.01 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 5.95 FEET AND A BEARING OF SOUTH 37 DEGREES 53 MINUTES 00 SECONDS EAST; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 8.00 FEET AN ARC DISTANCE OF 6.23 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 6.07 FEET AND A BEARING OF SOUTH 01 DEGREE 14 MINUTES 03 SECONDS EAST; THENCE SOUTH 21 DEGREES 04 MINUTES 15 SECONDS WEST, 4.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 12.00 FEET AN ARC DISTANCE OF 5.32 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 5.27 FEET AND A BEARING OF SOUTH 33 DEGREES 45 MINUTES 47 SECONDS WEST; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 45.00 FEET AN ARC DISTANCE OF 26.91 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 26.51 FEET AND A

BEARING OF SOUTH 63 DEGREES 35 MINUTES 14 SECONDS WEST; THENCE SOUTH 10 DEGREES 34 MINUTES 48 SECONDS EAST; 6.62 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.50 FEET AN ARC DISTANCE OF 28.13 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 25.76 FEET AND A BEARING OF SOUTH 59 DEGREES 40 MINUTES 22 SECONDS EAST; THENCE SOUTH 18 DEGREES 20 MINUTES 33 SECONDS EAST, 26.70 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 13.00 FEET AN ARC DISTANCE OF 26.60 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 22.20 FEET AND A BEARING OF SOUTH 40 DEGREES 17 MINUTES 01 SECOND WEST; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 400.00 FEET AN ARC DISTANCE OF 53.14 FEET TO A POINT OF COMPUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 53.10 FEET AND A BEARING OF NORTH 84 DEGREES 53 MINUTES 45 SECONDS WEST; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 44.52 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.06 FEET AND A BEARING OF SOUTH 65 DEGREES 47 MINUTES 30 SECONDS WEST; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 160.00 FEET AN ARC DISTANCE OF 63.25 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID ARC HAVING A LENGTH OF 62.84 FEET AND A BEARING OF SOUTH 51 DEGREES 36 MINUTES 35 SECONDS WEST, IN COOK COUNTY, ILLINOIS.