

This instrument prepared by
and when recorded return to:

Eva L. Garrett, Esq.
9609 S. Claremont Avenue
Chicago, IL 60643



Doc#: 1224129037 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/28/2012 02:46 PM Pg: 1 of 9

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CONSERVATION EASEMENT AGREEMENT

Parties to the Easement Agreement:

Grantor: First Baptist Congregational Church of Chicago

Grantee: Illinois State Historic Preservation Agency

Common Address: 1613 West Washington Boulevard, Chicago, IL

Permanent Index Numbers: 17-07-430-017-0000; 17-07-430-018-0000; 17-07-430-036-0000;
and 17-07-430-037-0000

**CONSERVATION EASEMENT AGREEMENT
SAVE AMERICA'S TREASURES GRANT TO
FIRST BAPTIST CONGREGATIONAL CHURCH OF CHICAGO**

INTRODUCTION. This conservation easement agreement is made as of the 28th day of August, 2012 between First Baptist Congregational Church of Chicago, as GRANTOR of a conservation easement (hereinafter referred to as the "Grantor"), and the Illinois State Historic Preservation Agency, as GRANTEE of the conservation easement (hereinafter referred to as the "Grantee"). This conservation easement agreement is entered under the Real Property Conservation Rights Act, 720 ILCS 120/0.01 et seq. for the purpose of preserving First Baptist Congregational Church of Chicago, a building that is important culturally, historically, and architecturally.

1. **The Subject Property.** This agreement creates a conservation agreement in real estate legally described in Exhibit A, attached hereto. The Subject Property is the site of First Baptist Congregational Church of Chicago, located at 1613 W. Washington Boulevard, Chicago, Cook County, Illinois 60612 (hereinafter referred to as the "Subject Property.")
2. **Grant of Conservation Easement.** In consideration of the sum of \$50,000 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 Subject 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. **Condition 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, in the State of Illinois, in the United States of America.
 - b. **Documentation of the condition of First Baptist Congregational Church of Chicago 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 Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit B attached hereto at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit B, Grantor personnel have compiled a photographic record, black and white photographs and negatives, or electronic image files saved as high resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and extent of the Subject 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 Subject Property.

- c. Restrictions on activities that would affect historically significant components of the Subject Property. The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit A. Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, 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. Duty to maintain the Subject Property. The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property, which complies with the Standards, so as to preserve the architectural and historical integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places throughout the effective date of this easement.
- 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 applicable 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. 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 Subject 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 Subject Property may also be open at other times in addition to the scheduled 12 days a year.
- g. Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the easement holder shall be granted access to the Subject Project with no prior notice.
- h. 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, natural origin, or disability. In implementing

public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.

- i. 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 its 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 in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property or any part thereof.
- j. Casualty Damage or Destruction. In the event that the Subject 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 calendar 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 subject 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 Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued national Register listing is in question, the Grantee will notify the Keeper of the National Register 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 Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agree is null and void. If the damage or destruction that warrants the property's removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.
- k. Enforcement. The Grantee shall have the right to prevent and correct violations of the terms of this conservation agreement. If the Grantee, upon inspection of the Subject 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/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar 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 seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject 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 Subject Property to reimburse the Grantee and Illinois Attorney General for all the State's expenses incurred in stopping, preventing, and/or

correcting the violation, including but not limited to reasonable attorney 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.

- l. Effective date; severability. This conservation easement shall become effective when filed by the Grantor in the Cook County Recorder of Deeds, 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.
- m. Amendments. The parties may by mutual written agreement jointly amend this conservation easement, provided the amendment shall be consistent with the preservation purpose of this conservation easement and shall not reduce the regulatory controls listed in the conditions of this conservation easement. 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.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

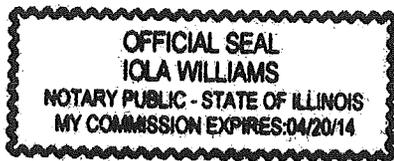
(Signature Page Follows)

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the day and year set forth below.

GRANTOR: First Baptist Congregational Church of Chicago

By: Thomas Marks
Name: Thomas Marks
Title: Chairman, Board of Trustees

State of Illinois, County of Cook, ss: On this 28th day of August, 2012, before me the undersigned Notary Public for said State, personally appeared Thomas Marks, to me personally known, who stated that he is Chairman of the Board of Trustees of First Baptist Congregational of Chicago, an Illinois not-for-profit corporation, and that the foregoing conservation agreement was signed on behalf of said corporation by authority of its Board of Trustees, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

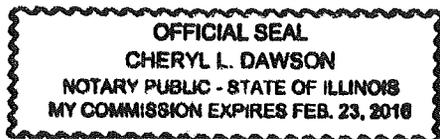


Iola Williams
Notary Public

GRANTEE: Illinois State Historic Preservation Agency

By: Anne Haaker
Name: Anne E. Haaker
Title: Deputy State Historic Preservation Officer

State of Illinois, County of Cook, ss: On this 24th day of August, 2012, before me the undersigned Notary Public for said State, personally appeared ANNE HAAKER, to me personally known, who stated that he/she is ~~DSHPO~~ DSHPO, who stated that he/she is the duly appointed and actively serving IHPA and that he/she executed the foregoing conservation agreement as his/her voluntary act and the voluntary act of the Illinois State Historic Preservation Agency.



Cheryl L. Dawson
Notary Public

EXHIBIT A

Legal Description of the Subject Property

Parcel 1: Lots 1 to 10 in Carpenter's Subdivision of Lot 1 and the East 30 feet of Lot 2 in Block 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 1(excepting therefrom the West 45 feet and excepting therefrom that part conveyed by Abbie E. Ellis and husband to August North by Quit-Claim Deed dated May 22, 1895 and recorded November 13, 1896 as Document 2463500) in Assessor's Division of Lots 3 to 7 and part of Lot 2 in Block 64 in Canal Trustees' Subdivision aforesaid all in Cook County, Illinois.

Permanent Index Numbers: 17-07-430-017
17-07-430-018
17-07-430-036
17-07-430-037

Common Address: 1613 W. Washington Boulevard; Chicago, IL

EXHIBIT B

Baseline Documentation First Baptist Congregational Church of Chicago State of Illinois

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining material, spaces, and features have been identified as those that help convey the significance of First Baptist Congregational Church of Chicago.

Significant Character Defining Exterior Spaces and Features

First Baptist Congregational Church of Chicago derives its primary significance from architecture. Constructed from 1869-71, the building was designed by the prolific architect Gurdon P. Randall and is significant for its distinctive Gothic Revival architectural style. The church displays several design elements associated with the Gothic Revival style. Most significantly, the façade of the building is made of rusticated limestone with a belfry and a spire reaching over 200 feet from the ground, all reflecting the Gothic-Revival style.

Significant Character Defining Interior Spaces and Features

Other significant Gothic-style features of the building are the tall narrow pointed stained glass windows flanking the nave, the integral Gothic-inspired wood carvings, and the architectural features of the interior. The edifice has many symbols that date back to the early history of the Christian Church. Incorporated into the design of the building is the amphitheater style seating arrangement. First Baptist Congregational Church of Chicago is the only pioneer edifice in the City of Chicago with the auditorium design that remains standing and is wholly intact. It has become a national significant plan type in architectural design for houses of worship. It has a seating capacity of 1500. Housed in the balcony of the sanctuary and dominating the interior space is the Grand Organ that was designed by William Lester and built by W.W. Kimball & Company in 1927. It was considered the largest enclosed pipe organ built at that time. Tourists from all over the world visit the church to this great instrument played.

EXHIBIT C

Written Documentation of the Signatory's Authority to Sign for and Legally Bind Their Organization

**RESOLUTION OF THE BOARD OF TRUSTEES OF
First Baptist Congregational Church of Chicago**

RESOLVED, that First Baptist Congregational Church of Chicago, an Illinois not-for-profit corporation (the "Grantor") shall execute a conservation easement with Illinois State Historic Preservation Agency (the "Grantee"). This conservation easement will be entered under Real Property Conservation Rights Act, 720 ILCS 120/0.01 et seq. for the purpose of preserving First Baptist Congregational Church of Chicago, a building that is important culturally, historically, and architecturally.

RESOLVED, that Thomas Marks as Chairman of the Board of Trustees, is authorized, directed, and empowered to take such action and execute and deliver such documents in such form as he deems to be in the best interests of First Baptist Congregational Church of Chicago, including without limitation the execution and delivery of a conservation easement.

I, Thomas Marks, Chairman of the Board of Trustees of First Baptist Congregational Church of Chicago, do hereby certify that the foregoing is a full, true and correct copy of the resolution of the Board of said Corporation, duly passed by the Board of Trustees of said Corporation in all respects as required by law and the Bylaws of said Corporation on the 28th day of ~~August~~ Aprilth, 2012, at which time a majority of the Board of Trustees of said Corporation was present and voted in favor of such resolution.

Date: 28th DAY OF AUGUST
By: First Baptist Congregational Church of Chicago

By: Thomas Marks
Thomas Marks, Chairman