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Chicago, Illinois 60611



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CONSERVATION EASEMENT AGREEMENT

SAVE AMERICA'S TREASURES GRANT

MUSEUM OF SCIENCE AND INDUSTRY FAÇADE RESTORATION PROJECT

INTRODUCTION. This conservation easement agreement is made as of the 31 day of August, 2011, between the Chicago Park District, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the Illinois State Historic Preservation Agency, as GRANTEE of the conservation easement (hereafter 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 the façade of the Museum of Science and Industry, 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 the attached Exhibit "B" comprising four exterior domes (the "Property"). The Property is the site of the Museum of Science and Industry building, located at 57th Street and Lake Shore Drive, Chicago, IL 60637.
2. **Grant of conservation easement.** In consideration of the sum of \$400,000.00 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 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 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 as 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, except for the activity more particularly described in Grant Agreement No 17-09-ML-0964 by and between the Museum of Science and Industry and the National Park Service, dated as of May 5, 2010 (the "Grant"), shall be undertaken or permitted to be undertaken on the 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 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 from the Property 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, 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. Except for the activity more particularly described in the Grant, 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 SHPO 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 is 541 N. Fairbanks, 4th Floor, Chicago, Illinois, 60611. Grantee's address is 1 Old State Capitol Plaza, Springfield, IL 62701

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 28th day of July, 2011.

GRANTOR: Chicago Park District

By: Michael P. Kelly
Michael P. Kelly
Interim General Superintendent & CEO

Attest: Kantrice Ogletree
Kantrice Ogletree
Secretary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 28th day of July, 2011, before me the undersigned, a Notary Public for the State of Illinois, personally appeared Michael P. Kelly and Kantrice Ogletree, to me personally known, who stated that they are respectively Interim General Superintendent and CEO and Secretary of the Chicago Park District, and that the foregoing instrument was duly authorized and signed on behalf of the Chicago Park District, an Illinois municipal corporation, and that as such officers, they acknowledged that they executed the foregoing instrument as their respective 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 28th day of July, 2011.

Evelyn R. DeJesus
Notary Public



My Commission Expires: 9/2/2012

GRANTEE: Illinois State Historic Preservation Officer

By: [Signature]
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the 30th day of August, 2011, before me, a Notary Public for said State, personally appeared JAN GRIMES, who stated that he is the duly appointed and actively serving, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the Illinois State Historic Preservation Officer.



[Signature]
NOTARY PUBLIC

EXHIBIT A TO CONSERVATION EASEMENT AGREEMENT

MUSEUM OF SCIENCE AND INDUSTRY FAÇADE RESTORATION PROJECT

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. Photo documentation referred to below corresponds to the photographs submitted in connection with The Museum of Science and Industry's Application for the 2009 Save America's Treasures grant. Any reference to the Central Pavilion Dome and Rotunda contained herein are for informational purposes only and references thereto in this Exhibit A will not obligate Grantor or its assignees in any manner.

The Museum of Science and Industry is at a critical point in its history. The museum's exposed masonry is suffering from deterioration due to Chicago's extreme freeze/thaw cycles and resultant distress upon the historic assembly. This is resulting in damage to significant historic spaces within the museum. Those areas of the building that are highest, most exposed, and incidentally highly decorative, are most adversely affected: the carved limestone, cast stone and terra cotta elements at the Central Pavilion dome and drum; the East and West Pavilion dome drums; and the Connecting Gallery "knuckle" engaged dome drums. (*Photo 6*)

Deterioration of these exterior masonry elements and their interrelated copper flashing systems has resulted in water entry to the interior of the Museum immediately beneath: at the Central Pavilion Rotunda, the West Pavilion Art Moderne Auditorium, the East Pavilion exhibit area and at the Connecting Gallery "knuckles." A concise program of restoration and conservation involving select unit replacement and repair together with reconfiguration of the inter-related copper weatherproofing will mitigate further damage to the decorative interior rotunda ceilings, and eliminate danger to the artifacts within these spaces.

Central and Pavilion Domes:

The Central Pavilion dome measures 90 feet in diameter and is similar to the East and West pavilion domes in design and detailing. The pavilion domes are half-scale, or 45 feet in diameter. Each of these domes rests upon a terra cotta clad drum which sits upon a limestone plinth that is square in plan. Limestone pediments are mounted on each face of the plinth, off of which the gallery wings extend. (*Photo 7*) Three types of material failure are exhibited within the dome drum and plinth, which together create critical conditions that must be addressed at this time.

Terra cotta was utilized for the body of the drum, which was originally intended to replicate the limestone found elsewhere on the building. (*Photos 8 and 9*) Select terra cotta units are exhibiting cracking and failure owing to the use of ferrous metal anchors that have now corroded and are causing cracking, spalling and consequently, water intrusion.

Cast stone was used at the uppermost rim of the drum where it meets the base of the dome. (*Photo 10*) It, too, was meant to imitate limestone. This type of cast stone, known locally as "Benedict Stone," was used on other large-scale public buildings in Chicago during this period including Soldier Field, which was entirely clad in the material. Due to the nature of cast stone, individual units tend to fail owing to the "batch" in which they were manufactured. The calcium carbonate matrix in which the decorative aggregate are suspended is prone to dissolving, which results in an overall unit failure. (*Photo 11*)

The failure of inappropriate replacement units at the four corners of the plinth constitute the third type of masonry unit distress found at the dome drum assembly. Here, a substitute material called "microcotta" was used in the last quarter of the 20th century to replace deteriorated limestone. These are now failing and vertical cracking is once again exhibited at the corners. (*Photo 12 and 13*) Open cracks and joints as well as failure of the copper lining at the plinth roof "bathtub" areas (*Photo 14*) allow water to enter in to and damage the museum spaces below. (*Photos 15 and 16*)

Engaged Dome drums at the Connecting Gallery "Knuckles"

Arcaded galleries connect the large central pavilion with the smaller east and west pavilions. The points at which these "L" shaped galleries change direction are referred to as the "knuckles." Here, semi-circular domed drums engage the surface of the knuckles. (*Photo 17*) The limestone-clad drums are particularly decorative, with engaged

ionic columns between which carved limestone frieze tablets are mounted, depicting scenes from the famous Parthenon (aka Elgin) marbles. Water has been saturating these decorative limestone elements for many years due to the poorly detailed original flashing system around the perimeter of the base of the dome. (*Photo 18*) If not mitigated, the carvings will suffer irreparable damage. (*Photos 19 and 20*) This is the area of most severe masonry deterioration found at the Museum. The copper and clay tile roof system of the engaged domes has reached its life expectancy and requires disassembly and recladding / detailing at this time in order to prevent further deterioration of the limestone and to alleviate water entry on the interior.

EXHIBIT B TO CONSERVATION EASEMENT AGREEMENT
MUSEUM OF SCIENCE AND INDUSTRY FAÇADE RESTORATION PROJECT

Legal Description

Address: 5700 South Lake Shore Drive, Chicago, Illinois 60637.

PIN: 20-13-104-001-0000

PARCEL 1

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 IN EAST END SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 00°03'40" EAST 339.41 FEET ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE THEREOF BEING ALSO THE EAST LINE OF SOUTH HYDE PARK BOULEVARD; THENCE SOUTH 89°59'41" EAST, 494.43 FEET; THENCE SOUTH 84°11'44" EAST, 43.84 FEET; THENCE EASTERLY 97.74 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 385.11 FEET, CONCAVE SOUTHERLY, AND WHOSE CHORD BEARS SOUTH 76°59'56" EAST A DISTANCE OF 97.47 FEET; THENCE SOUTHEASTERLY 117.50 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 463.78 FEET, CONCAVE SOUTHWESTERLY, AND WHOSE CHORD BEARS SOUTH 66°22'40" EAST A DISTANCE OF 117.19 FEET; THENCE SOUTH 57°47'51" WEST, 148.71 FEET; THENCE SOUTH 00°09'56" WEST, 259.67 FEET; THENCE NORTH 89°53'21" WEST, 176.07 FEET; THENCE SOUTH 00°06'39" WEST, 41.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°49'54" WEST, 60.00 FEET; THENCE SOUTH 00°10'06" WEST, 60.00 FEET; THENCE SOUTH 89°49'54" EAST, 60.00 FEET; THENCE NORTH 00°10'06" EAST, 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,600 SQUARE FEET, MORE OR LESS.

PARCEL 2

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 IN EAST END SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 00°03'40" EAST 339.41 FEET ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE THEREOF BEING ALSO THE EAST LINE OF SOUTH HYDE PARK BOULEVARD; THENCE SOUTH 89°59'41" EAST, 494.43 FEET; THENCE SOUTH 84°11'44" EAST, 43.84 FEET; THENCE EASTERLY 97.74 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 385.11 FEET, CONCAVE SOUTHERLY, AND WHOSE CHORD BEARS SOUTH 76°59'56" EAST A DISTANCE OF 97.47 FEET; THENCE SOUTHEASTERLY 117.50 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 463.78 FEET, CONCAVE SOUTHWESTERLY, AND WHOSE CHORD BEARS SOUTH 66°22'40" EAST A DISTANCE OF 117.19 FEET; THENCE SOUTH 57°47'51" WEST, 148.71 FEET; THENCE SOUTH 00°09'56" WEST, 259.67 FEET; THENCE NORTH 89°53'21" WEST, 263.31 FEET; THENCE SOUTH 00°06'39" WEST, 172.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°49'54" WEST, 60.00 FEET; THENCE SOUTH 00°10'06" WEST, 60.00 FEET; THENCE SOUTH 89°49'54" EAST, 60.00 FEET; THENCE NORTH 00°10'06" EAST, 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,600 SQUARE FEET, MORE OR LESS.

PARCEL3

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 IN EAST END SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH $00^{\circ}03'40''$ EAST 339.41 FEET ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE THEREOF BEING ALSO THE EAST LINE OF SOUTH HYDE PARK BOULEVARD; THENCE SOUTH $89^{\circ}59'41''$ EAST, 494.43 FEET; THENCE SOUTH $84^{\circ}11'44''$ EAST, 43.84 FEET; THENCE EASTERLY 97.74 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 385.11 FEET, CONCAVE SOUTHERLY, AND WHOSE CHORD BEARS SOUTH $76^{\circ}59'56''$ EAST A DISTANCE OF 97.47 FEET; THENCE SOUTHEASTERLY 117.50 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 463.78 FEET, CONCAVE SOUTHWESTERLY, AND WHOSE CHORD BEARS SOUTH $66^{\circ}22'40''$ EAST A DISTANCE OF 117.19 FEET; THENCE SOUTH $57^{\circ}47'51''$ WEST, 148.71 FEET; THENCE SOUTH $00^{\circ}09'56''$ WEST, 259.67 FEET; THENCE NORTH $89^{\circ}53'21''$ WEST, 987.35 FEET; THENCE SOUTH $00^{\circ}06'39''$ WEST, 174.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}53'52''$ WEST, 60.00 FEET; THENCE SOUTH $00^{\circ}06'08''$ WEST, 60.00 FEET; THENCE SOUTH $89^{\circ}53'52''$ EAST, 60.00 FEET; THENCE NORTH $00^{\circ}06'08''$ EAST, 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,600 SQUARE FEET, MORE OR LESS.

PARCEL 4

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 IN EAST END SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH $00^{\circ}03'40''$ EAST 339.41 FEET ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE THEREOF BEING ALSO THE EAST LINE OF SOUTH HYDE PARK BOULEVARD; THENCE SOUTH $89^{\circ}59'41''$ EAST, 494.43 FEET; THENCE SOUTH $84^{\circ}11'44''$ EAST, 43.84 FEET; THENCE EASTERLY 97.74 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 385.11 FEET, CONCAVE SOUTHERLY, AND WHOSE CHORD BEARS SOUTH $76^{\circ}59'56''$ EAST A DISTANCE OF 97.47 FEET; THENCE SOUTHEASTERLY 117.50 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 463.78 FEET, CONCAVE SOUTHWESTERLY, AND WHOSE CHORD BEARS SOUTH $66^{\circ}22'40''$ EAST A DISTANCE OF 117.19 FEET; THENCE SOUTH $57^{\circ}47'51''$ WEST, 148.71 FEET; THENCE SOUTH $00^{\circ}09'56''$ WEST, 259.67 FEET; THENCE NORTH $89^{\circ}53'21''$ WEST, 1075.78 FEET; THENCE SOUTH $00^{\circ}06'39''$ WEST, 43.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}53'52''$ WEST, 60.00 FEET; THENCE SOUTH $00^{\circ}06'08''$ WEST, 60.00 FEET; THENCE SOUTH $89^{\circ}53'52''$ EAST, 60.00 FEET; THENCE NORTH $00^{\circ}06'08''$ EAST, 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,600 SQUARE FEET, MORE OR LESS.