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Monica Gordon

Cook County Clerk's Office

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## CONSERVATION EASEMENT PULLMAN MARKET HALL

### For a Historic Preservation Fund Grant to a Historic Subject Property

**INTRODUCTION.** This conservation easement agreement (hereinafter referred to as the "conservation easement") is made the 17<sup>th</sup> day of September, 2025, between the Historic Pullman Foundation, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the State of Illinois, Illinois Department of Natural Resources, as GRANTEE of the conservation easement (hereafter referred to as the "Grantee"). This conservation easement is entered under State Law for the purpose of preserving the Pullman Market Hall located generally at 11159 South Champlain Avenue, Chicago, Illinois 60628, a property that is important culturally, historically, and/or architecturally.

This document is comprised of 16 pages and includes:

Exhibit A -- Legal Description of the Subject Property

Exhibit B -- Baseline Documentation

Exhibit C -- Resolution of the Board of Directors

1. **The Subject Property.** This document creates a conservation easement in real estate legally described in Exhibit A, attached hereto, and incorporated herein by reference. The Subject Property is the site of the Pullman Market Hall, located at 11159 South Champlain Avenue, Chicago, Illinois 60628 (hereafter referred to as the "Subject Property"), National Register Information System number 69000054.

2. **Grant of conservation easement.** In consideration of the sum of \$300,000 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior (SHPO log #020121624), 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 NPS CDS SA under grant P23AP02207.

4. **Conditions of easement:**

- a. ***Effective date; Duration.*** This conservation easement shall become effective when filed by the Grantor in the Office of the Clerk of Cook County and is granted for a period of 17 years commencing on its Effective Date. The Grantor will promptly file and provide a copy of the recorded conservation easement to the Grantee after recording for the Grantee's conservation easement file.
- b. ***Documentation of condition of the Subject Property 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 as attached hereto as Exhibit B and incorporated herein by reference. The Grantor has provided to the Grantee architectural drawings of the Subject Property. Grantee and/or the Grantor personnel have compiled a photographic record, including photographer's affidavit, 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 condition of the Subject Property on the date of execution of this conservation easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this conservation easement in the Grantee's file for the Subject Property.

- c. *Duty to maintain the Subject Property.* The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archaeological 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 (NRHP) (or a Subject Property contributing to the significance of a NRHP-listed Historic District) throughout the duration of this conservation easement.
- d. *Restrictions on activities that would affect historically significant components of the Subject Property.*
  - 1. No construction, alteration, or demolition affecting the Subject Property of any kind shall commence until the Grantor has received written certification from Grantee that:
    - a. all work is anticipated to be in conformance with the Secretary of the Interior's Standards for Rehabilitation (36 CFR Part 67) (herein after referred to as the "Standards"), or
    - b. the changes are determined to be clearly of a minor nature and not affecting architectural, archaeological, or historic values of the Subject Property.

The certifications required by this paragraph are in the sole discretion of the Grantee.

- 2. The Property shall be kept and maintained in reasonably good order, condition, and repair, in conformance with the Standards.
- 3. Before plans for any proposed construction, alteration or demolition affecting the Property are finalized, the Grantor will provide notice and such information to the Grantee as will reasonably inform the Grantee as to the work proposed to be performed, the scope of the work, details of the treatment and materials and application, along with any other documentation requested by the Grantee and reasonably needed to define the nature and character of the work to be performed, and an estimate of the time in which the work is to be completed.



- e. *Restrictions on activities that would affect archaeological 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 archaeological resources identified in Exhibit B without prior written permission of the Grantee affirming that such work will meet the Secretary of the Interior's applicable "*Standards for Archaeology and Historic Preservation.*"
- f. *Maintenance of recovered materials.* Should any ground disturbing activity be approved by the Grantee, the Grantor agrees to ensure that any data and material recovered during such activity will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archaeology 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.
- 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 Subject Property will be open to the public must be published annually and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open to the public at other times in addition to the scheduled 12 days a year. Nothing in this conservation easement prohibits a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area of the Subject Property.
- h. *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 they shall be granted access to the Subject Property with no prior notice.
- 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 conservation easement 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.
- k. *Casualty Damage or Destruction.* The Grantor shall keep the Subject Property insured against casualty loss in the amount of current market value. 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 45 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 NRHP have been lost or so damaged that its continued NRHP listing is in question, the Grantee will notify the Keeper of the NRHP in writing of the loss and, after evaluation by the Keeper of the NRHP, the Grantee will notify the Grantor of the results of such evaluation. If the Subject Property is removed from the NRHP, or is no longer eligible for listing to the NRHP, the Grantee will then notify the Grantor that this conservation easement, and the Grantee's obligations hereunder, have been terminated.

- l. Enforcement.* The terms of this conservation easement are enforceable in a court of law. The Grantee shall have the right to prevent and correct violations of the terms of this conservation easement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation of the terms of this conservation easement, the Grantee shall have the right to enforce its terms in a court of law having jurisdiction and may seek injunctive relief to require the Grantor to comply with the terms of this conservation easement, monetary relief requiring repayment of all or a portion of the Federal grant funds applied to the Subject Property, or other appropriate relief. 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 damage or destruction of the Subject Property is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, the Grantee may request the return all or a portion of the Federal grant funds applied to the Subject Property to the U.S. Government. If the requested funds are not voluntarily returned the Grantee or the National Park Service may institute an action in a court having jurisdiction to recover some or all of the Federal grant funds. In any case where a court finds that a violation has occurred or the Grantor has failed to voluntarily return Federal grant funds, then the court may require the Grantor to reimburse the Grantee and the 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 the Grantee or the National Park Service from doing so at a later time.
- m. Severability.* If any part of this conservation easement 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 easement does not contain the particular part held to be invalid.
- n. Amendments.* The parties may amend this conservation easement by written agreement signed by both the Grantor and Grantee, provided the amendment shall be consistent with preservation

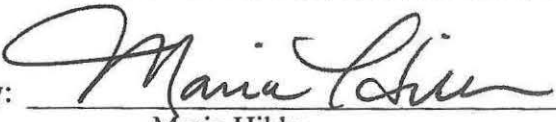
purpose of this conservation easement and shall not reduce the provisions listed in the conditions of this conservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this conservation easement, refers expressly to this easement, and is filed with the Office of the Clerk of Cook County.

This instrument may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument. 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.



In witness whereof, Grantor has set its hands under seal on the days and year set forth below.

**GRANTOR: THE HISTORIC PULLMAN FOUNDATION**

By:   
Maria Hibbs  
President  
Historic Pullman Foundation

STATE OF ILLINOIS, COOK COUNTY, ss: On this 20<sup>th</sup> day of September 2025, before me the undersigned, a Notary Public for said State, personally appeared Maria Hibbs, to me personally known, who stated that he is Executive Director of the Historic Pullman Foundation and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

  
NOTARY PUBLIC



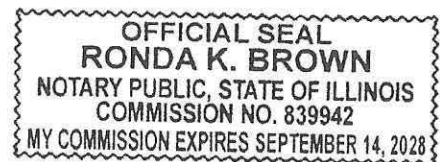
In witness whereof, Grantee has set its hand under seal on the days and year set forth below.

**GRANTEE: ILLINOIS DEPARTMENT OF NATURAL RESOURCES**

By: *Natalie Finnie*  
Natalie Finnie  
Director, Illinois Department of Natural  
Resources

STATE OF ILLINOIS, SANGAMON COUNTY, ss: On the 17th day of September, 2025, before me, a Notary Public for said State, personally appeared Natalie Finnie, who stated that she is the duly appointed and actively serving Director of the Illinois Department of Natural Resources, and that she executed the foregoing conservation easement agreement as her voluntary act and as the voluntary act of the Illinois Department of Natural Resources.

*Ronda K. Brown*  
NOTARY PUBLIC



## **EXHIBIT A TO THE CONSERVATION AGREEMENT**

### **Legal description of the Subject Property**

Pullman Market Hall

Legal Description:

Market Block in original Town of Pullman, being a subdivision of part of the North East ¼ of Section 22, Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indiana Boundary Line, lying East of the Easterly line of the right of way of the Illinois Central Railroad, in Cook County, Illinois.

Permanent Index Number:

25-22-214-001-0000

Common Address:

11159 South Champlain Avenue, Chicago, IL 60628



## EXHIBIT B TO THE CONSERVATION EASEMENT AGREEMENT

### Baseline Documentation

Pullman Market Hall, 11159 S. Champlain Ave., Chicago, Illinois

To remain eligible for listing on the National Register of Historic Places (NRHP), a Subject 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 Subject Property. Current photo documentation and the narrative of the NRHP nomination, if listed, must be attached to the baseline documentation.

#### **Significant Character Defining Features of the Subject Building are identified as:**

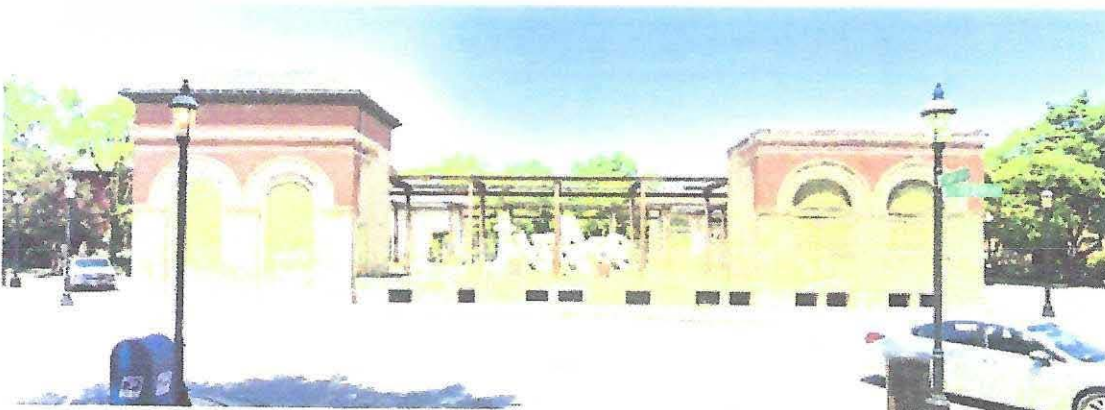
- a) Remaining first floor exterior brick and limestone façades;
- b) Original foundations, piers and perimeter walls in the basement;
- c) Original wood framing of one window;
- d) Steel and wood framing members, though damaged by fire.



**Aerial View of Market Square**



**West Facade**



**South Facade**

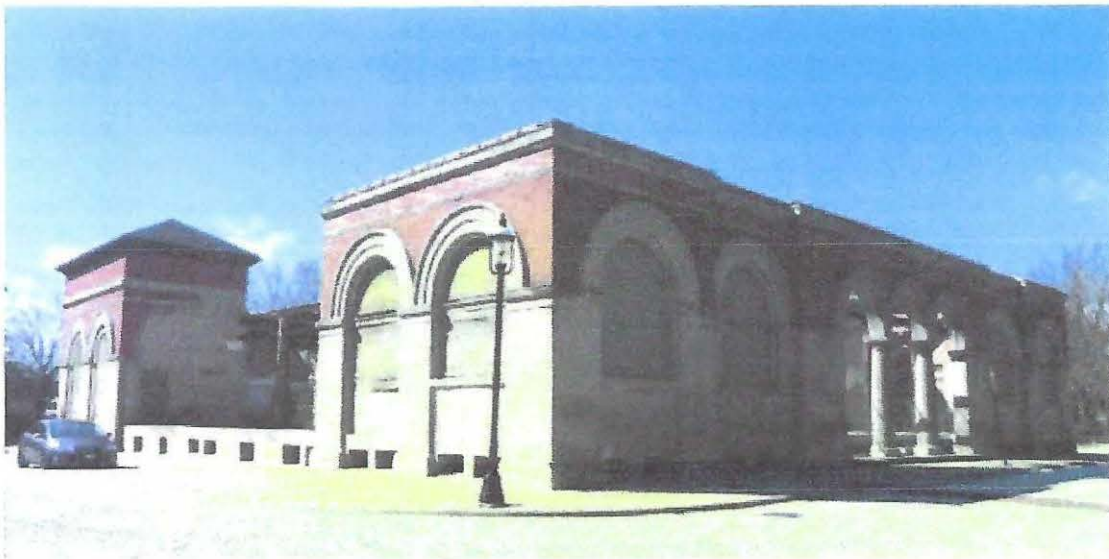


**North and West Facades**



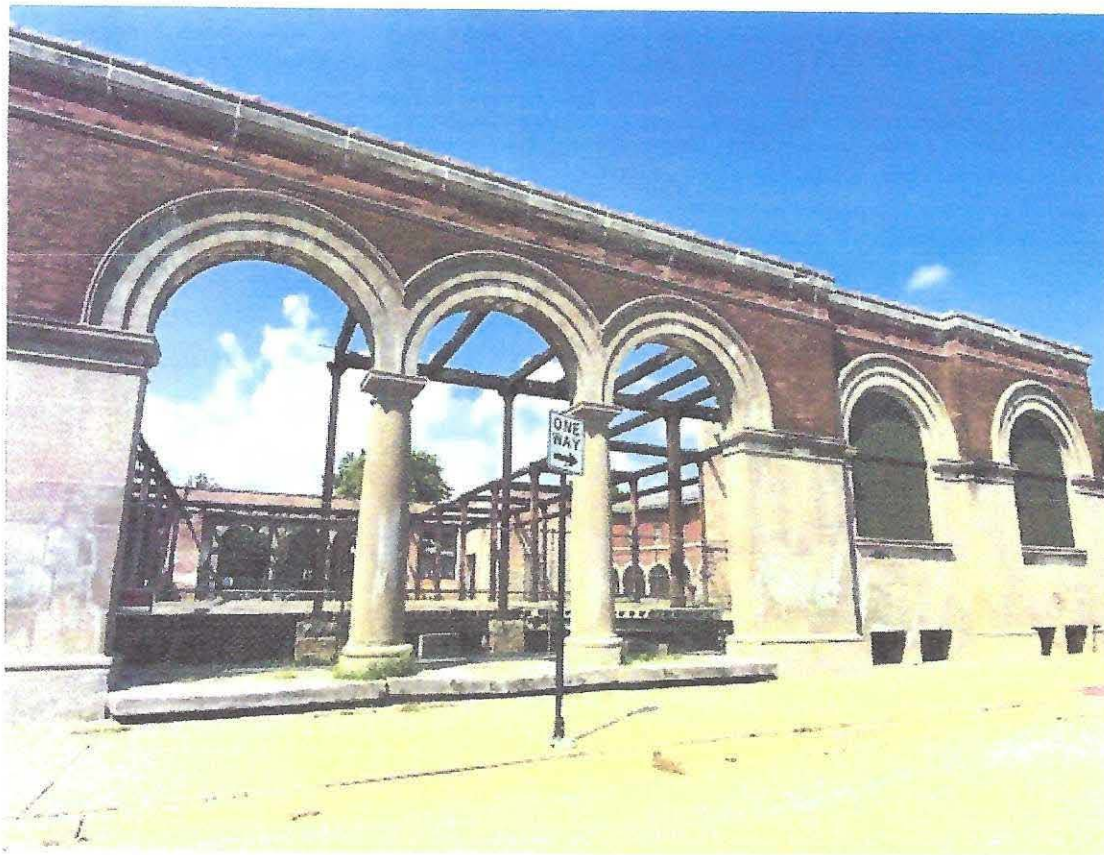


**West and South Facades**

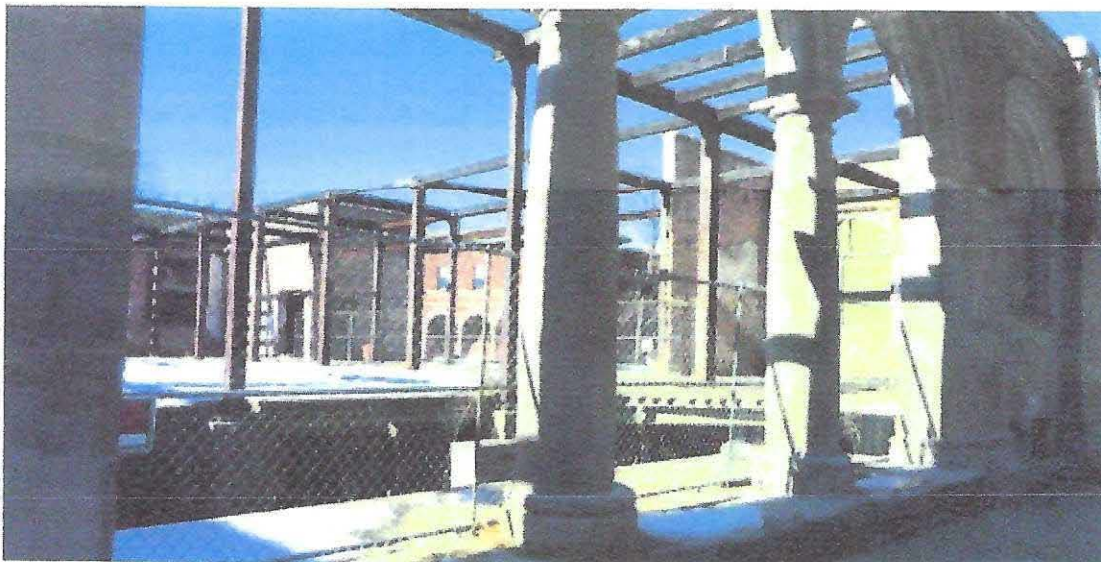


**South and East Facades**



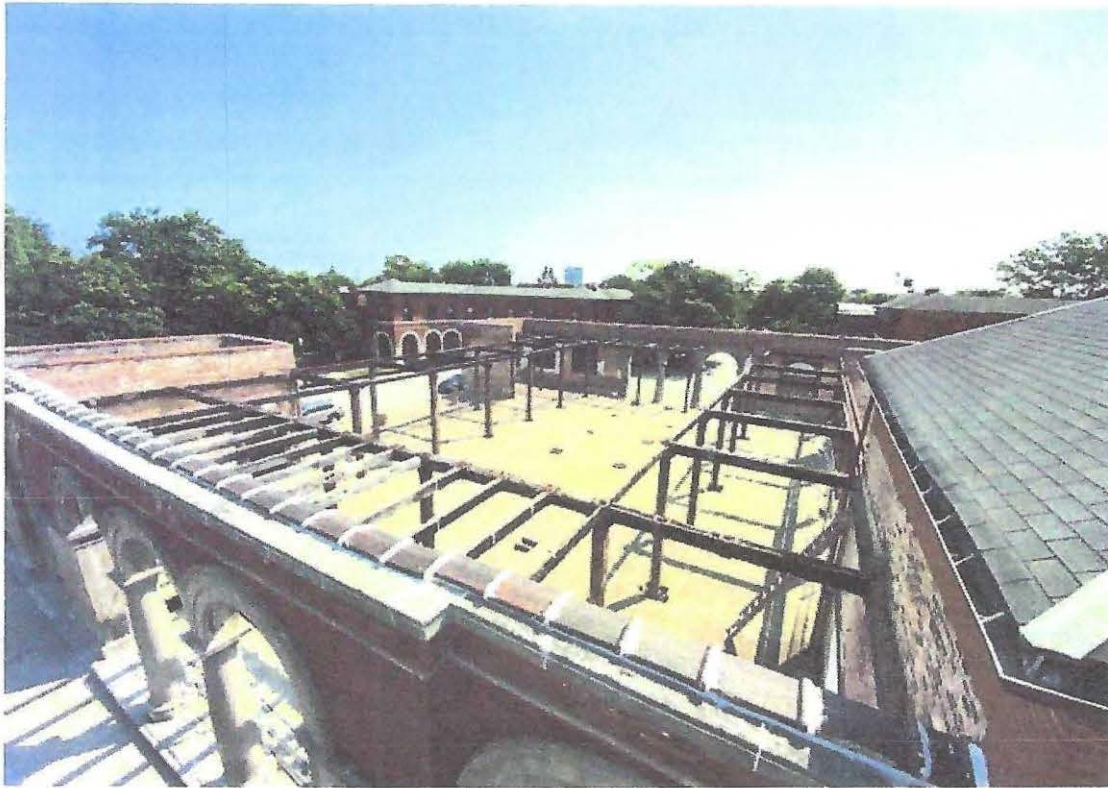


**East Facade**



**East and West Entrance Conditions**





**2021 Coping Replacement**



**North Façade Basement Window Openings and Extant Steel and Wood Framing Remnants**





**Basement - Historic Piers with 1990-era CMU walls supporting concrete plank flooring**



**Chimney Foundation Failure at West Wall**





**Original Window Framing in SW Bay**



**Failing Stone on All Facades**

**EXHIBIT C TO THE CONSERVATION EASEMENT AGREEMENT**

**Resolution of Board of Directors**

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE HISTORIC PULLMAN FOUNDATION**

RESOLVED, that the Historic Pullman Foundation, an Illinois non-profit corporation (the "Grantor") shall execute a conservation easement with Illinois Department of Natural Resources/Illinois State Historic Preservation Office (the "Grantee"). This conservation easement will be entered under Illinois state law for the purpose of preserving the Pullman Market Hall, a building that is important culturally, historically, and architecturally.


RESOLVED, that Maria Hibbs, as President of the Historic Pullman Foundation, is authorized, directed, and empowered to take such action and execute and deliver such document(s) in such form as he deems to be in the best interests of the Pullman Market Hall, including without limitation the execution and delivery of a conservation easement.

Date: 6/17/2025

By: The Historic Pullman Foundation

By:   
Maria Hibbs, President

I, Maria Hibbs, an officer or member of the Historic Pullman Foundation Board of Directors, do hereby certify that the foregoing is a full, true and correct copy of the resolution of the Board of Directors of said Grantor, duly and regularly passed by the Board of Directors of said Grantor in all respects as required by law, and by the By-Laws of said Grantor, on the 17<sup>th</sup> day of June 2025, at which time a majority of the Board of Directors of said Grantor was present and voted in favor of said resolution.

Name:   
Title: PRESIDENT