



**PRESERVATION EASEMENT
STONE TEMPLE MISSIONARY BAPTIST CHURCH**

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 30th day of March, 2022, between Stone Temple Missionary Baptist Church, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the Illinois Department of Natural Resources/ Illinois State Historic Preservation Division, 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 Stone Temple Missionary Baptist Church located generally at 3620-3624 W. Douglas Boulevard, Chicago, Illinois 60623, a property that is important culturally, historically, and/or architecturally.

This document is comprised of twelve pages and includes:

2HSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/30/2022 09:33 AM PG: 1 OF 11

- 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 Stone Temple Missionary Baptist Church, located at 3620-3624 W. Douglas Boulevard, Chicago, Illinois 60623 (hereafter referred to as the "Subject Property").

2. **Grant of conservation easement.** In consideration of the sum of \$445,500 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 Historic Preservation Fund Program.

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 15 years commencing on its Effective Date. The Grantor is responsible for filing of the conservation easement and will promptly 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 Stone Temple Missionary Baptist Church 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

MAIL TO: PASTOR DERRICK FITZPATRICK, STONE TEMPLE BAPTIST CHURCH,
 3622 W. DOUGLAS BLVD.
 CHICAGO IL 60623

PREPARED BY:
 ELIESH TUFFY, DEPT. OF PLANNING & DEV., CITY OF CHICAGO
 121 N. LA SALLE ST., RM. 905, CHICAGO IL 60602

J. Mc
Gower

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 archeological 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 (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the duration of this conservation easement.
- d. *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 "B." 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").
- e. *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 applicable "*Standards for Archeology 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 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.
- 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 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 and, after evaluation by the Keeper of the National Register, the Grantee will notify the Grantor of the results of such evaluation. If the Subject Property is removed from the National Register, 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. 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.

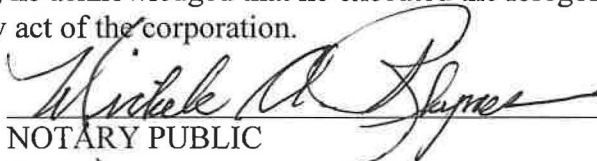
This instrument may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument. This instrument reflects the entire agreement of Grantor and Grantee regarding 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: STONE TEMPLE MISSIONARY BAPTIST CHURCH

By: 
Bishop Derrick M. Fitzpatrick, President of Board of Trustees


STATE OF ILLINOIS, COOK COUNTY, ss: On this 25 day of March, 2022 before me the undersigned, a Notary Public for said State, personally appeared Bishop Derrick M. Fitzpatrick, to me personally known, who stated that he is President of the Board of Trustees of the Stone Temple Missionary Baptist Church, that no seal has been procured by said corporation, 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: 
Colleen Callahan
Director and State Historic Preservation Officer
Illinois Department of Natural Resources

STATE OF ILLINOIS, SANGAMON COUNTY, ss: On the 28th day of March, 2022, before me, a Notary Public for said State, personally appeared Colleen Callahan, who stated that she is the duly appointed and actively serving Director of the Illinois Department of Natural Resources and Illinois State Historic Preservation Officer, 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.


NOTARY PUBLIC



EXHIBIT A TO THE CONSERVATION AGREEMENT

Legal description of the Subject Property

Parcel 1:

Lots 15, 16, 17 and the east half of Lot 19 and Lot 20, in Block 4 in Vance in Phillips Boulevard Addition in the northwest quarter of Section 23, Township 39 North, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Subdivision Parcel A:

The west half (excepting the west 33 feet, the north 125, and the south 16 feet of the east 8 feet of said west half) of the north 16 rods of the east half of the east half of the southeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, in Cook County, Illinois.

Subdivision Parcel B:

The west 28 feet of the east half (except the south 15 feet and except the north 125 feet thereof) of the north 16 rods of the east half of the east half of the southeast quarter of the northwest quarter of Section 23, aforesaid, in Cook County, Illinois.

Subdivision Parcel C:

The west 51.5 feet of the east 85.5 feet of the east half (except the north 125 feet and south 16 feet thereof) of the north 125 feet and south 16 feet of the north 16 rods of the east half of the east half of the northwest quarter of Section 23, Township 39 North, Range 13, in Cook County, Illinois.

Permanent Index Number:

16-23-113-026-0000

Common Address: 3620-3624 West Douglas Boulevard, Chicago, Illinois 60623

EXHIBIT B TO CONSERVATION EASEMENT AGREEMENT

Baseline Documentation

Stone Temple Missionary Baptist Church, Chicago, 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 materials, spaces, and features have been identified as those that help convey the significance of the Stone Temple Missionary Baptist Church. Current photo documentation and the narrative of the National Register nomination must be attached to the baseline documentation.

Significant Character Defining Features of the Building are identified as:

- a) All exterior elevations, including rooflines, of the church building and the two-story addition; and
- b) The sanctuary interior of the church building with its balcony, as further described below; and
- c) The entrance vestibule to the sanctuary, from the first floor entrance doors up the staircases to the sanctuary level, as further described below.
- d) The significant features of the interior spaces include: overall historic spatial volumes; historic decorative wall and ceiling materials, historic finishes, and ornamentation; historic decorative-metal chandeliers; and historic stained-glass windows. Specifically excluded, as significant features of the interior spaces are non-historic elements of the sanctuary and vestibule, including without limitation vestibule lighting, sanctuary seating, ceiling fans, audio-visual equipment, and the balcony projection booth.





EXHIBIT C TO CONSERVATION EASEMENT AGREEMENT

Resolution of Board of Trustees

Written Documentation of the Signatories Authority to Sign for and Legally Bind their Organization

RESOLUTION OF THE BOARD OF DIRECTORS OF
STONE TEMPLE MISSIONARY BAPTIST CHURCH

RESOLVED, that Stone Temple Missionary Baptist Church, 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 Stone Temple Missionary Baptist Church, a building that is important culturally, historically, and architecturally.

RESOLVED, that Bishop Derrick M. Fitzpatrick, as President of the Board of Trustees of the Stone Temple Missionary Baptist Church, is authorized, directed, and empowered to take such action and execute and deliver such document(s) in such form as he or she deems to be in the best interests of Stone Temple Missionary Baptist Church, including without limitation the execution and delivery of a conservation easement.

Date: March 25, 2022

By: Stone Temple Missionary Baptist Church

By: [Signature]
Bishop Derrick M. Fitzpatrick, President

I, Derrick Fitzpatrick, an officer or member of the of Stone Temple Missionary Baptist Church Board of Trustees, do hereby certify that the foregoing is a full, true and correct copy of the resolution of the Board of Directors of said Corporation, duly and regularly passed by the Board of Trustees of said Grantor in all respects as required by law, and by the By-Laws of said Grantor, on the 25 day of MARCH 2022 at which time a majority of the Board of Trustees of said Grantor was present and voted in favor of said resolution.

Name: DERRICK FITZPATRICK
Title: PASTOR



03/30/2022

09:35 AM CDT

COOK COUNTY CLERK RECORDING
KAREN A. YARBROUGH
118 N. CLARK ST. ROOM 120
CHICAGO, ILLINOIS 60602

TERMINAL NAME: E8800205

ORDER# 141327230

PAYMENT

UTIL RECORDING \$81.00
15133160

AGENCY SUBTOTAL: \$81.00
LEXISNEXIS SERVICE FEE: \$1.70

TOTAL USD: \$82.70

CARD #: 1004 AMERICAN EXPRESS
NAME: DERRICK H FITZPATRICK
PAYMENT: CREDIT CHIP READ-CONTACT
MODE: ISSUER
AUTH CODE: 380609
APP LABEL: AMERICAN EXPRESS
CVN: NO SIG REQUIRED
AID: A00000025010001
ARUC: AE96666106FE929
AMOUNT: \$82.70

*** CARD APPROVED ***

AMOUNT PAID:
\$82.70

CUSTOMER COPY

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Official Receipt for Recording in:

Cook County Clerk
118 N Clark

Chicago, Illinois 60610

Issued To:

DERRICK FITZPATRICK
141327230
773.762.0900

Recording Fees

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Document			Recording
Description	Number	Book/Page	Amount
-----*			
MISC	2208915002		\$71.00
RHSPS			\$9.00
RPRF			\$1.00

			\$81.00

Collected Amounts

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Payment	Amount
Type	
-----*	
Credit Card	\$81.00

	\$81.00

Change Due : \$0.00

Thank You
KAREN A. YARBROUGH - Cook County Clerk

By: Alacia Sharp

Receipt# Date Time
15133160 03/30/2022 09:36a