



2407300000

**PRESERVATION EASEMENT
THE FORUM, CHICAGO, ILLINOIS**

Doc# 2407300000 Fee \$149.00

ILRHSP FEE:\$18.00 RDRF FEE:\$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

For a Historic Preservation Fund Grant to a Historic DATE: 3/13/2024 4:53 PM

PAGE: 1 OF 21

INTRODUCTION. This conservation easement agreement (hereinafter referred to as the "conservation easement") is made the 13th day of March, 2024, between The Forum on 43rd, LLC, 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 Forum located generally at 318-328 East 43rd Street, Chicago, Illinois 60653, a property that is important culturally, historically, and/or architecturally.

This document is comprised of twenty-one (21) pages and includes:

- Exhibit A – Legal Description of the Subject Property
- Exhibit B – Baseline Documentation
- Exhibit C – Resolution of the Board of Directors
- Exhibit D – ALTA Survey of the Subject Property

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 Forum, located at 318-328 E. 43rd Street, Chicago, Illinois 60653 (hereafter referred to as the "Subject Property"), National Register Information System number 100003646.
2. **Grant of conservation easement.** In consideration of the sum of \$500,000 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior (SHP log # 038113023), 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 African American Civil Rights (AACR) Grants under grant P21AP11638-00.
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 fifteen (15) 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 substantial 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.

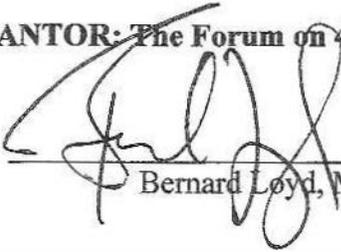
n. *Amendments.* The parties may amend this conservation easement by written agreement signed by both the Grantor and Grantee, provided the amendment shall be consistent with preservation purpose of this conservation easement and shall not reduce the provisions listed in the conditions of this conservation 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 Forum on 43rd, LLC

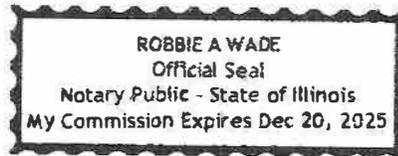
By: _____


Bernard Loyd, Manager

STATE OF ILLINOIS, COOK COUNTY, ss: On this 21 day of February, 2024, before me the undersigned, a Notary Public for said State, personally appeared **Bernard Loyd**, to me personally known, who stated that he is Manager and that the foregoing instrument was signed on behalf of said company 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 Phelp Finnie*
Natalie Phelps Finnie
Director and State Historic Preservation Officer
Illinois Department of Natural Resources

APPROVED FOR LEGAL SUFFICIENCY

Date: 2/26/2024

Legal Counsel: *Carrie Seton*

STATE OF ILLINOIS, SANGAMON COUNTY, ss: On the 27th day of February, 2024, before me, a Notary Public for said State, personally appeared Natalie Phelps Finnie, 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.

Ronda K. Brown
NOTARY PUBLIC

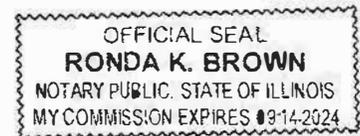


EXHIBIT A TO THE CONSERVATION AGREEMENT

Legal description of the Subject Property

LOTS 13, 14, 15, 16, AND 17 IN SUBDIVISION OF LOTS 25 TO 36 AND LOTS 61 TO 72 IN A.J. AVERILL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number:

20-03-122-043-0000

Common Address:

318-328 E. 43rd Street, Chicago, Illinois 60653

EXHIBIT B TO THE CONSERVATION EASEMENT AGREEMENT

Baseline Documentation The Forum, 318-328 E. 43rd Street, Chicago, Illinois

To remain eligible for listing on the 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:

Significant Interior Character-Defining Spaces and Features

- A. The 43rd Street and Calumet Avenue Entrance Vestibules and adjoining stairs to the second floor,
- B. the stair between the second and third floors off the 43rd Street Stair,
- C. the main assembly space on the second floor, including the balcony, fireplace nook, and stage, and
- D. the main third floor hallway and small assembly space in the north addition,

Including the following specific details:

1. Forum Hall proscenium and stage with 1897 oak floor. The stage is located at the north end of the hall. The stage is flanked by wood Ionic columns with low-relief carvings of a festoon and a recessed paneled base. The capitals of the columns are carved with an egg and dart motif, which carries across the wall as a crown molding to terminate at the capital of the other column. The proscenium is framed by a simple wood molding. On the inside of the frame is a narrow wall with a paneled design and then a Doric Column. At the shaft, low-relief carvings of a palmette are located at the top and bottom of a recessed panel;
2. The intact backstage area with its original wood stairs, down to the Calumet Avenue entrance, wood wall trim, paneled doors at either end, and a mural depicting a pastoral scene;
3. Forum Hall 3rd floor balcony with tiered flooring and original railing that curves at either end and is simple in design, with square balusters and square newel posts topped with a "mob-like" finial;
4. Forum Hall inglenook at the southwest corner of Forum Hall which is composed of an alcove or partly enclosed space surrounding a fireplace. The inglenook is accessed by passing through a segmental arch opening trimmed with carved, wood molding and flanked by two tapered, cylindrical Ionic columns. A wood "keystone" sits at the center of the molding and a wood screen, which mimics the adjacent balcony railing, partially encloses the "tympanum";
5. Cove vault at center of Forum Hall ceiling with plaster molding from which the plaster ribs of the vault extend down to a wood beam finished in plaster and terminate at plaster corbels.

The ceiling is divided into sections by wood and plaster beams which carry the vault and span the full width and length of the space. In the center of the vault is a smaller vaulted ceiling that houses the ventilation system for the space;

6. Forum Hall 1897 oak floor which covers entire hall and is largely intact
7. Intact wood wall trim (e.g., chair rails, picture rail, crown molding, baseboards, etc.), Classical wood window trim/surrounds, door trim/surrounds at interior passageways, and historic wood and/or glass doors and transom.
8. Original mosaic tile entrance floors at both entrance vestibule; and
9. Original wood built-in seating in the Calumet Avenue entrance vestibule and Forum Hall inglenook.

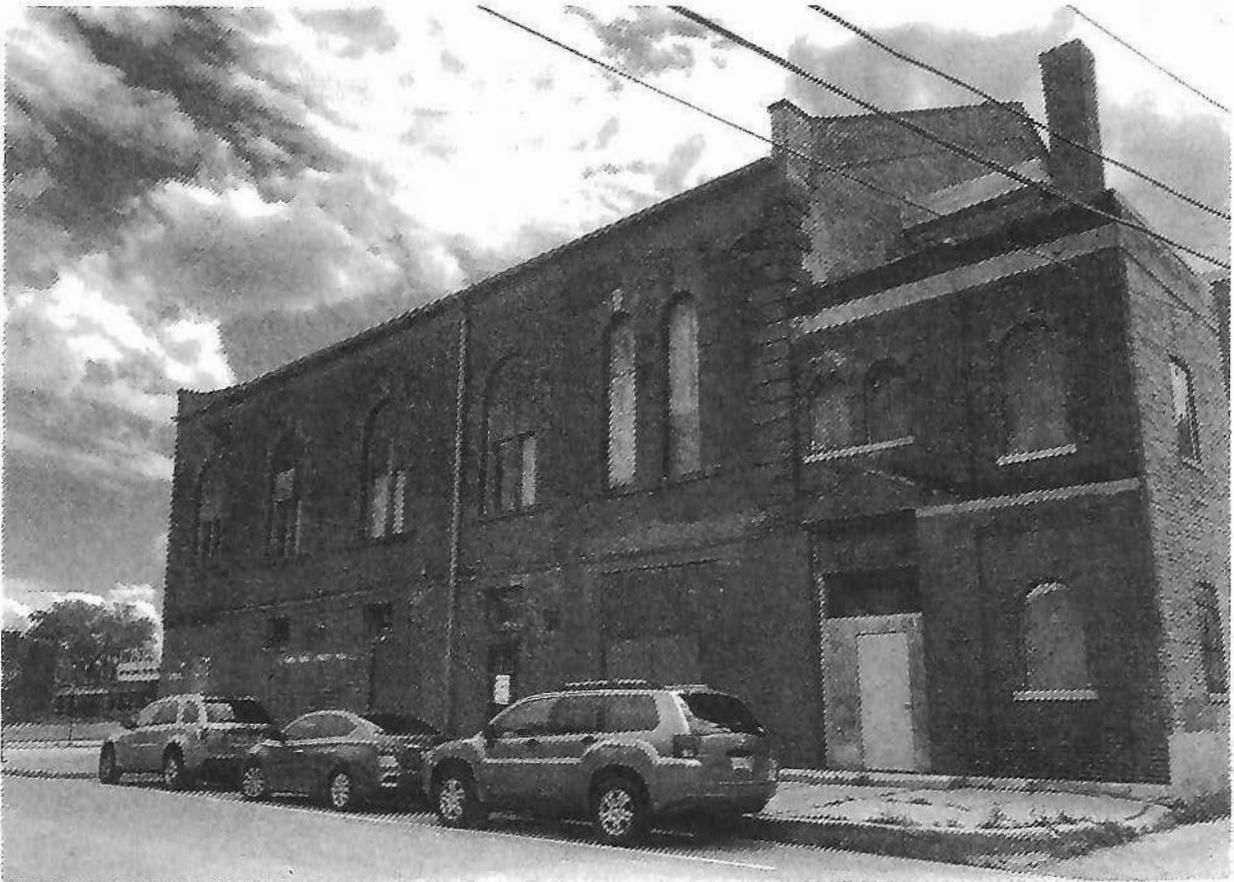
Significant Exterior Character-Defining Elevations and Features

All exterior elevations, including rooflines, of The Forum, including:

- A. Symmetrical main façades at the south and east
- B. Prominent three-story front-facing gable roof at the front (south) façade
- C. Smooth, red brick exterior surface
- D. Decorative raking cornice with brick corbeling along the gable
- E. Round arch windows at the south and east facades with decorative brick relief work/pattern work and multi-light fanlight windows set into the tympanum of the round arch windows
- F. Pressed brick sign with "THE FORUM" in brick relief lettering above tallest arched window on the south façade
- G. "Bull's eye" window below the peak of the gable with similar brick relief molding to match the arched windows
- H. Brick quoins located at the edges of south and east façades
- I. Red face brick in a raking stretcher bond cladding the front (south) facade of the western one-story section of the building
- J. Angled and recessed entrances of the middle and east storefronts at the south façade of the western one-story section of the building
- K. Entrance oriented to the alley and "L" station at the western storefront of the western one-story section of the building



Photograph 1: Front (south/43rd Street) façade looking north.



Photograph 2: East/Calumet Avenue façade looking southwest.



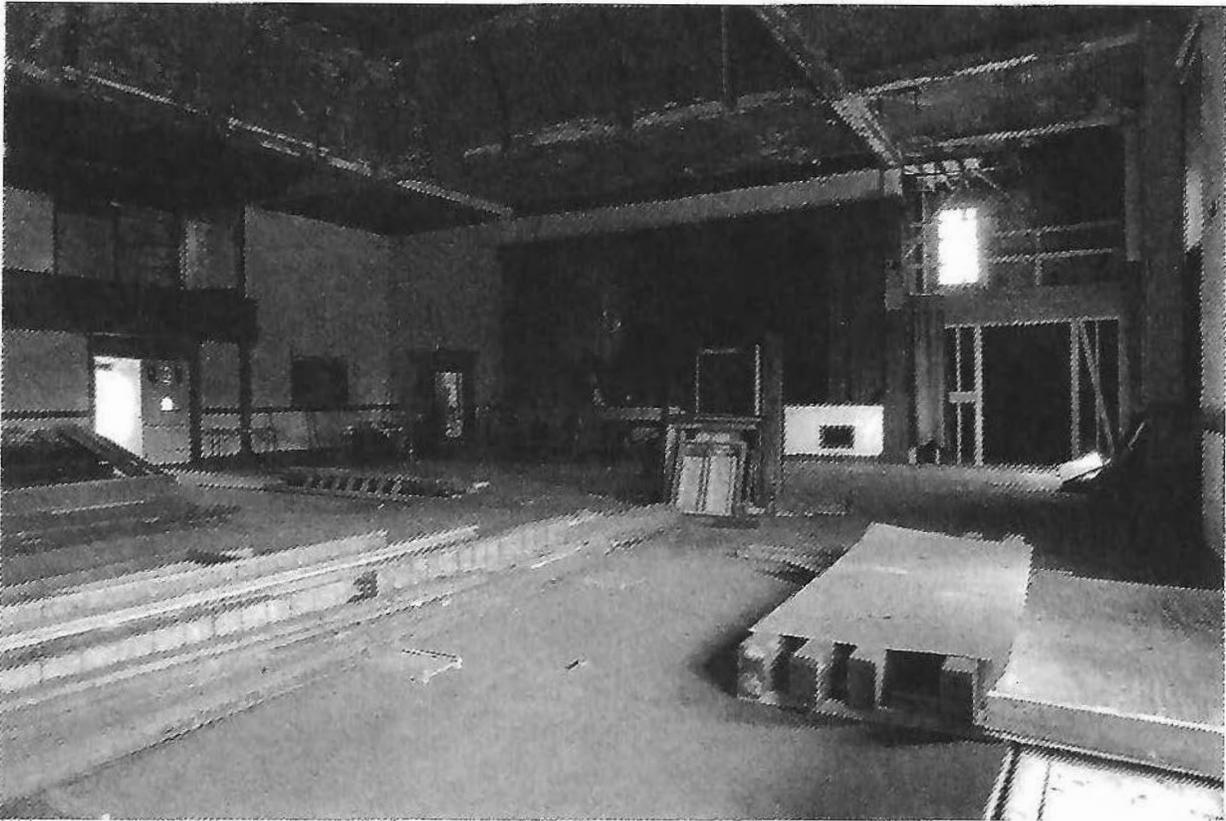
Photograph 3: View of the west and north façades of the 1900 addition looking southeast from the alley.



Photograph 4: Front (south/43rd Street) and west façades of the one-story western section of the original 1897 construction.



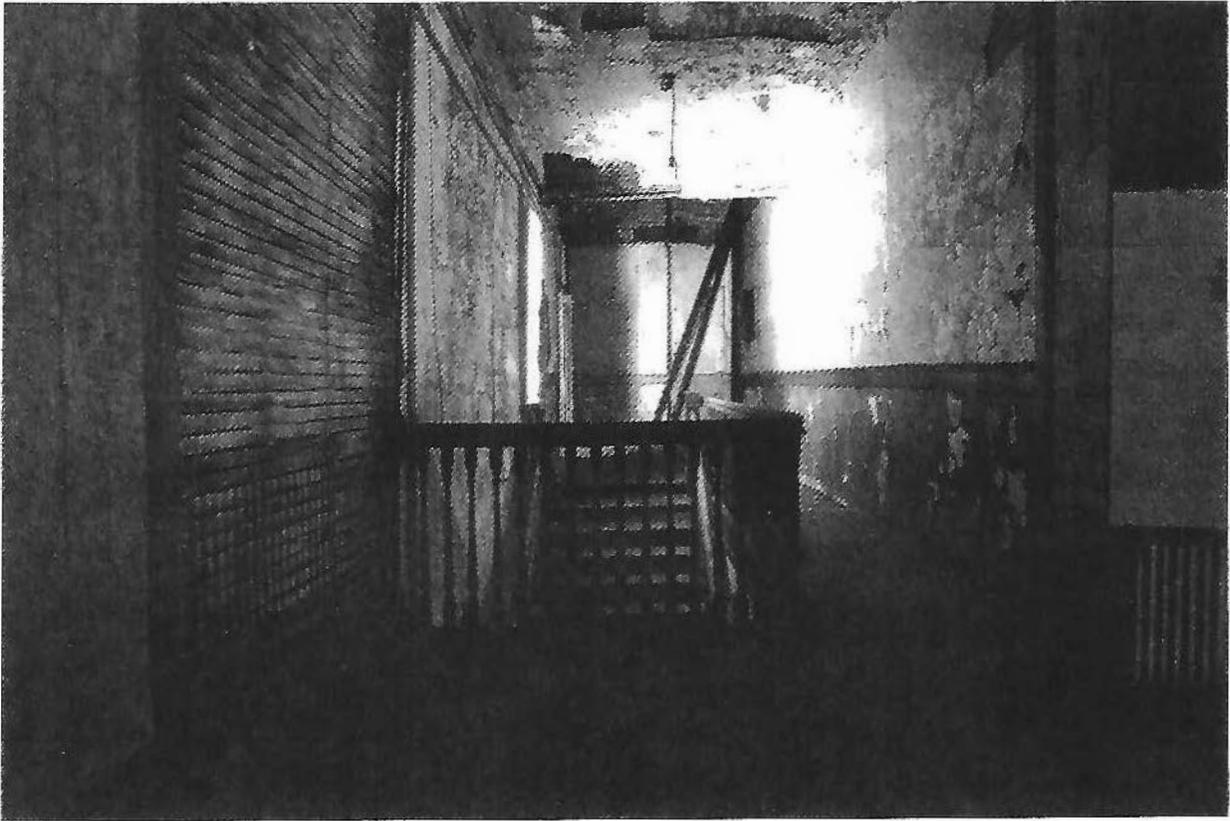
Photograph 5: View of the Calumet Avenue entrance stair looking up from the entrance vestibule.



Photograph 6: View of the main assembly/hall space on the second floor looking northwest from the southeast corner of the space.



Photograph 7: View of the stair between the second and third floors looking up from the second-floor landing of the 43rd Street entrance stair.



Photograph 8: View of the third-floor landing and western corridor from the balcony.



Photograph 9: View of the third-floor assembly space in the 1900 north addition.

EXHIBIT C TO THE CONSERVATION EASEMENT AGREEMENT

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

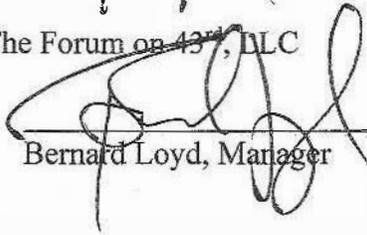
**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE FORUM ON 43RD, LLC**

RESOLVED, that The Forum on 43rd, LLC, an Illinois Limited Liability Company (the "Grantor") shall execute a conservation easement with Illinois Department of Natural Resources/ Illinois State Historic Preservation Office (the "Grantor"). This conservation easement will be entered under Illinois state law for the purpose of preserving The Forum, a building that is important culturally, historically, and architecturally.

RESOLVED, that Bernard Loyd as Manager of The Forum on 43rd, LLC, 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 Forum, including without limitation the execution and delivery of a conservation easement.

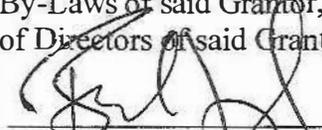
Date: 2/21/2024

By: The Forum on 43rd, LLC



Bernard Loyd, Manager

I, Bernard Loyd, Manager of The Forum on 43rd, LLC, 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 21st day of Feb, 2024, at which time a majority of the Board of Directors of said Grantor was present and voted in favor of said resolution.



Bernard Loyd, Manager

2/21/2024

Date

