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North Park Village Conservation Easement

City of Chicago

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GRANT OF CONSERVATION RIGHT
IN THE FORM OF AN EASEMENT

THIS INDENTURE, made this 16 day of FEBRUARY, 1989, by THE CITY OF CHICAGO, a home rule municipality of the State of Illinois ("Grantor") in favor of CORPORATION FOR OPEN LANDS, an Illinois not-for-profit corporation, its successors and assigns ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple absolute of certain real property legally described on Exhibit "A" attached hereto and made part hereof, and shown and further described on Exhibit "B" attached hereto and made a part hereof (hereinafter called the "Protected Property") (a final survey of the Protected Property is being completed as of the date of execution hereof which will include a more complete legal description of the Protected Property, and upon completion thereof Grantor reserves the right to re-record this instrument to amend and correct the legal description set forth on Exhibit "A" attached hereto);

WHEREAS, Grantee is a corporation under the laws of the State of Illinois with offices at 53 West Jackson, Chicago, Illinois, whose purposes include the conservation of land, natural areas, open space and water areas;

WHEREAS, consistent with the aforesaid purposes, Grantor has established a policy to preserve and protect certain portions of the Protected Property which is commonly known as "North Park Village";

WHEREAS, the Protected Property has significant natural, scientific, educational, cultural, scenic, recreational and aesthetic value in its present state to the general public; and

WHEREAS, the Protected Property is presently improved with a variety of uses including a nature center, an active recreational park, and various buildings associated with the operation of the site; and

WHEREAS, Grantor desires and intends to preserve and protect the public open space areas as currently located on the Protected Property as of the date hereof;

WHEREAS, Grantor further desires and intends that the ecological, open space and aesthetic values of the Protected Property including, without limitation, scenic views from public open-space lands and public highways, be preserved and maintained;

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WHEREAS, Grantor and Grantee, by the conveyance to the Grantee of a Conservation Right in the Form of an Easement (hereinafter called the "Conservation Easement") as contemplated under the terms of an "Act relating to Conservation Rights in Real Property," approved and effective September 12, 1977, Public Acts 80-584 (Illinois Revised Statutes, Chapter 30, Section 401, et seq.) as amended from time to time (hereafter called the "Property Conservation Act"), on, over and across the Protected Property, desire to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Conservation Easement; and

WHEREAS, the Grantor and Grantee recognize the uniqueness of the Protected Property and the scenic, aesthetic and special natural character of the Protected Property, and have the common purpose of conserving the natural values of, and the visual and site access to, the Protected Property by the general public by the conveyance of a Conservation Easement, over and across certain portions of the Protected Property; and

WHEREAS, the Grantee is acquiring this Conservation Easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby;

WHEREAS, the Protected Property has a variety of conservation uses associated with the property, as a result of which the terms and conditions contained in this Conservation Easement are divided into seven zones, each zone being separately described and each zone containing restrictions and covenants relating to the future uses within each zone under the terms of this Conservation Easement.

NOW, THEREFORE, the Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Grantor, does hereby covenant and agree as follows:

A. GRANT OF EASEMENT. Grantor hereby conveys and grants unto the Grantee and to the successors and assigns of Grantee, a Conservation Easement for a period of seventy-five (75) years in duration, commencing on the date of execution hereof, and ending on the last day of the nine hundredth (900th) full calendar month thereafter ("the Term") on, over, and across each of the seven zones hereinafter described on the Protected Property, consisting solely of the following:

1. The right of the Grantee and the general public to view and utilize the Protected Property in its scenic and present condition.

2. The right of the Grantee to enforce by proceedings of law or in equity the covenants hereinafter set forth for

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each of the seven zones, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this Grant by reason of any prior failure to act; and

3. The right of the Grantee to enter the Protected Property for the purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this Conservation Easement.

TO HAVE AND TO HOLD the said Conservation Easement unto the Grantee and the successors and assigns of the Grantee during the entire Term hereof.

In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind each zone of the Protected Property in perpetuity.

B. ZONE 1 RESTRICTIONS. Zone 1 is commonly referred to as "the Nature Preserve", and is identified as such on Exhibit "B" attached hereto. It is located in the northwest corner of the Protected Property and contains a variety of natural areas, forest, ponds, wetlands and prairie. The approximate size of the Nature Preserve is 45 acres. The intent of the easement over the Nature Preserve is to preserve the existing ecological balance while maintaining as a dominant purpose educational programs and activities in the preserve.

Within Zone 1, the Grantor shall not:

1. Construct or place any residential, commercial, industrial, office buildings, camping accommodations or mobile homes, commercial advertising signs, billboards, dikes, berms, or any other structures or improvements except structures related to the interpretive and educational purposes of the Nature Preserve. Such related structures shall be constructed within the building envelope as designated on Exhibit "B" for Zone 1;

2. Construct roads, access driveways or parking areas, except that Grantor reserves the right to maintain and use the two existing access roads denoted in Zone 1 on Exhibit "B" as "Existing Access Road 1" and "Existing Access Road 2";

3. Construct paved trails;

4. Excavate, fill, dredge, mine, dike, change the topography of the land, alter or manipulate ponds and water sources in any manner, except that dredging of the existing ponds will be permitted with the prior written consent of Grantee in accordance with maintaining the natural character of the Nature Preserve;

5. Cut live trees or other vegetation, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent imminent hazard, disease or fire or to restore natural habitat areas or private native vegetation;

6. Subdivide the Protected Property in any manner, whether legal or de facto;

7. Dump, place or store, or allow to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;

8. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for emergency vehicles and vehicles in connection with normal maintenance procedures;

9. Conduct or permit any commercial or community vegetable gardening activities;

10. Permit any form of active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse;

11. Permit the use of pesticides or herbicides except in connection with the sound management of the Nature Preserve (in the event of a health problem which, as determined by the City Health Commissioner of Grantor, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);

12. Permit hunting, fishing, or trapping of wildlife;

13. Permit Zone 1 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, or nuclear power generating plants;

14. Permit any activity detrimental to land conservation or any use that would change the natural character of the site; or

15. Permit thereon the grazing of domestic animals.

C. ZONE 2 RESTRICTIONS. Zone 2 is commonly referred to as "Pehr Peterson Park" and is shown on Exhibit "B" attached hereto. The park is located in the northeast corner of the Protected Property and is used as of the date hereof by the Chicago Park District, as lessee, as an active recreational

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center, encompassing such uses as baseball, soccer, football, tennis and other park district related programs. Zone 2 shall not initially be part of the Conservation Easement created hereby and the restrictions set forth herein. However, if at any time in the future the Chicago Park District does not renew its lease with the Grantor, the land currently comprising Zone 2 will then become subject to the conservation easement restrictions set forth below.

In such instance, within Zone 2, the Grantor shall not thereafter:

1. Construct or place any residential, commercial, industrial, office buildings, mobile homes, commercial advertising signs, billboards, or any other structures, except construction of buildings or improvements that will clearly enhance the active recreational opportunities on the site and are consistent with similar improvements in other Chicago Park District parks. In no case shall any improvement within Zone 2 occur within 50 feet of the Nature Preserve (i.e. Zone 1);

2. Construct roads, access driveways or parking areas, except that Grantor reserves the right to maintain and use the existing access drives denoted on Exhibit "B" for Zone 2 and to construct a non-elevated parking area not to exceed 200 feet by 200 feet in the northeast corner of Zone 2 designated on Exhibit "B" as "Future Parking Area";

3. Cut live trees or other vegetation within 50 feet of the Nature Preserve boundary (Zone 1), Peterson Avenue and Central Park Avenue (hereby designated as "Landscape Buffer Zone" on Exhibit "B" for Zone 2), except as when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent imminent hazard, disease or fire;

4. Subdivide the Protected Property in any manner, whether legal or de facto;

5. Dump, place or store, or allow to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;

6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for emergency vehicles and vehicles in connection with normal maintenance procedures;

7. Permit the use of pesticides or herbicides within 50 feet of the Nature Preserve (i.e. Zone 1) (in the event of a health problem which, as determined by the City Health Commissioner of Grantor, requires the use of herbicides or

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pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);

8. Permit hunting, fishing, or trapping of wildlife within Zone 2;

9. Permit Zone 2 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, or nuclear power generating plants;

10. Permit the grazing of domestic animals thereon; or

11. Permit the introduction of non-indigenous flora or fauna within 50 feet of the area designated on Exhibit "B" for Zone 2 as "Landscape Buffer Zone".

D. ZONE 3 RESTRICTIONS. Zone 3 is commonly referred to as the "Rock Garden", and is shown on Exhibit "B" attached hereto. This area is currently being used for formal gardening purposes and contains a small pond and waterfall. The intent of the easement over the Rock Garden is to preserve the existing open space while allowing for improvement of the formal gardens and permitting the area to be used for cultural activities.

Within Zone 3, the Grantor shall not:

1. Construct or place any residential, commercial, industrial, office buildings, mobile homes, commercial advertising signs, billboards, or any other structures, except improvements related to passive public recreation activities that will clearly enhance the cultural opportunities of the Rock Garden;

2. Construct roads, access driveways or parking areas;

3. Subdivide the Protected Property in any manner, whether legal or de facto;

4. Dump, place or store, or allow to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;

5. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for emergency vehicles and vehicles in connection with normal maintenance procedures;

6. Permit the use of pesticides or herbicides within 50 feet of the Nature Preserve area (i.e. Zone 1) (in the event of a

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health problem which, as determined by the City Health Commissioner of Grantor, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);

7. Permit hunting, fishing, or trapping of wildlife;

8. Permit Zone 3 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, or nuclear power generating plants, except that utility improvements within Zone 3 will be permitted if the improvement clearly is necessary to enhance the cultural opportunities within Zone 3;

9. Permit thereon the grazing of domestic animals;

10. Permit the introduction of non-indigenous flora or fauna within 50 feet of the area designated on Exhibit "B" for Zone 2 as "Landscape Buffer Zone"; or

11. Permit any form of active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse.

E. ZONE 4 RESTRICTIONS. Zone 4 is commonly referred to as the "Nature Study Area", and is shown on Exhibit "B" attached hereto. It is located in the southeast corner of the Protected Property and contains a variety of natural, forest, and prairie areas. The approximate size of the Nature Study Area is 12 acres. The intent of the easement over the Nature Study Area is to preserve the existing ecological balance while maintaining the educational purposes of the study area.

Within Zone 4, the Grantor shall not:

1. Construct or place any residential, commercial, industrial, office buildings, camping accommodations or mobile homes, commercial advertising signs, billboards, dikes, berms, or any other structures or improvements except small interpretative structures and signage, such as viewing blinds and decks, informational signage and foot bridges, and small benches, that are directly related to the operation of Zone 4 as a Nature Study Area. Permission must be obtained from the Grantee prior to any interpretative structures being placed within Zone 4;

2. Construct roads, access driveways or parking areas, except that Grantor reserves the right to maintain and use the existing road designated on Exhibit "B" for Zone 4 as "Existing Roadway";

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3. Excavate, fill, dredge, mine, dike, change the topography of the land, alter or manipulate ponds and water sources in any manner;

4. Cut live trees or other vegetation, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent imminent hazard, disease or fire or to restore natural habitat areas or private native vegetation;

5. Subdivide the Protected Property in any manner, whether legal or de facto;

6. Dump, place or store, or allow to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;

7. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles, except for emergency vehicles and vehicles in connection with normal maintenance procedures;

8. Conduct or permit any commercial or community vegetable gardening activities;

9. Permit any form of active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse;

10. Permit the use of pesticides or herbicides except in connection with the sound management of the Nature Study Area (in the event of a health problem which, as determined by the City Health Commissioner of Grantor, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);

11. Permit hunting, fishing, or trapping of wildlife;

12. Permit Zone 4 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, or nuclear power generating plants;

13. Permit any activity that would change the natural character of the site. Current uses of the site related to recreation and cultural activities will be allowed to continue; or

14. Permit thereon the grazing of domestic animals.

Grantor further covenants and agrees that within Zone 4 Grantor will maintain the current perimeter fencing surrounding Zone 4 and keep it in good repair.

F. ZONE 5 RESTRICTIONS. Zone 5 is commonly referred to as the "Community Gardening Area", and is shown on Exhibit "B" attached hereto. This area is currently being used for community garden purposes. The intent of the easement over the Community Gardening Area is to preserve the existing open space while allowing for the continuation of non-commercial gardening within the Zone. However, if community gardening is discontinued, the area contained within Zone 5 will become part of Zone 4 and then be subject to the conservation easement restrictions set forth above for Zone 4.

Within Zone 5, the Grantor shall not:

1. Construct or place any residential, commercial, industrial, office buildings, mobile homes, commercial advertising signs, billboards, or any other structures except for the construction of a greenhouse related to the non-commercial gardening activities within Zone 5 (which greenhouse is subject to review and approval by Grantee prior to construction and placement thereof);
2. Construct roads, access driveways or parking areas;
3. Cut live trees or other vegetation, except as when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or directly related to the continuation of community gardening activities;
4. Subdivide the Protected Property in any manner, whether legal or de facto;
5. Dump, place or store, or allow to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles, except for emergency vehicles and vehicles in connection with normal maintenance procedures;
7. Permit the use of pesticides or herbicides (in the event of a health problem which, as determined by the City Health Commissioner of Grantor, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);
8. Permit hunting, fishing, or trapping of wildlife;

9. Permit Zone 5 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, or nuclear power generating plants;

10. Permit thereon the grazing of domestic animals; or

11. Permit any form of active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse.

Grantor further covenants and agrees that within Zone 5:

1. If community gardening activities are discontinued, the area contained within Zone 5 will become a part of Zone 4 and be subject to the conservation easement restrictions outlined above for Zone 4; and

2. If any of the present buildings within Zone 5 are removed, the underlying land will be used for community gardening purposes.

G. ZONE 6 RESTRICTIONS. Zone 6, designated as such on Exhibit "B" attached hereto, contains approximately 13.6 acres and is currently used for passive recreational activities. The intent of the conservation easement over Zone 6 will be to continue passive recreational activities while providing for open air entertainment.

Within Zone 6, the Grantor shall not:

1. Construct or place any residential, commercial, industrial, office buildings, mobile homes, commercial advertising signs, billboards, or any other structures, except improvements related to passive recreation or open air entertainment. Any permanent improvements are subject to review and approval by Grantee prior to construction and placement thereof which such approval shall not be unreasonably withheld;

2. Construct roads, access driveways or parking areas, except that Grantor reserves the right to maintain and use the existing road designated on Exhibit "B" as "Existing Roadway";

3. Cut live trees or other vegetation, except as when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property;

4. Subdivide the Protected Property in any manner, whether legal or de facto;

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5. Dump, place or store, or allow to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;

6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles, except for emergency vehicles and vehicles in connection with normal maintenance procedures;

7. Permit the use of pesticides or herbicides (in the event of a health problem which, as determined by the City Health Commissioner of Grantor, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);

8. Permit hunting, fishing, or trapping of wildlife;

9. Permit Zone 6 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, or nuclear power generating plants;

10. Permit thereon the grazing of domestic animals; or

11. Permit construction of any form of permanent facility for active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse.

H. ZONE 7 RESTRICTIONS. Zone 7, designated as such on Exhibit "B" attached hereto and made a part hereof, contains approximately 10 acres and is currently used as of the date hereof for parking, together with a Theater Building and Medical Center located on the site. The intent of the conservation easement on Zone 7 is to preserve the cultural and public uses currently in place as of the date hereof.

Within Zone 7, the Grantor shall not:

1. Permit any retail, commercial, or wholesale use on Zone 7 except for commercial activities ancillary to health and cultural uses.

I. FURTHER COVENANTS APPLICABLE TO ALL ZONES. Grantor further covenants and agrees within all Zones:

1. To pay, when and as due, any and all real property taxes and assessments properly levied by competent authority on the Protected Property; Grantor shall not be required to pay such

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taxes during the pendency of any petition or proceeding alleging that the property is exempt from taxation;

2. To bear all costs and liabilities of any kind related to Grantor's operation, upkeep and maintenance of the Protected Property and to hold Grantee harmless from any and all manner of action or actions, causes or causes of action, suits, claims and demands whatsoever, in law or equity now known or hereafter to become known, arising from or in any way related to Grantor's operation, upkeep and maintenance (or lack thereof), if any, of the Protected Property, except as to those claims directly attributable to the negligence of Grantee;

3. To allow the Grantee inspection rights within each of the defined zones 4 times per year (Grantee shall notify Grantor at least 48 hours prior to any formal inspection of the property);

4. To employ professional naturalists for the continued management of the Nature Preserve Area and the Nature Study Area (Zone 1 and Zone 4); and

5. To maintain perimeter fencing along roadways within all zones designated as part of this easement.

J. MISCELLANY.

1. Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property to use the Protected Property for open space uses and all other purposes not inconsistent with this Conservation Easement.

2. a) The Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes, and that the Grantee will not assign the Grantee's rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under applicable state laws and then only with the prior written consent of the Grantor, which will not be unreasonably withheld, and that each instrument of subsequent conveyance shall expressly require the agreement of the assignee or transferee to be bound by the terms and provisions hereof, including, without limitation, the agreements of the Grantee as set forth herein.

b) In the event Grantee in the future is dissolved or otherwise ceases to exist, Grantor agrees that this Conservation Easement shall nevertheless continue in full force and effect, except that in such instance the North Park Village Advisory Council, or any successor thereto ("the Designating Body") (or Grantor, if neither the North Park Village Advisory Council nor any successor is in existence at the time) may designate in writing a proposed successor as Grantee hereunder; in the event

Grantor does not initially accept such proposed successor or thereafter reach agreement with the Designating Body on a new successor Grantee within thirty (30) days after receipt of such initial designation by such Designating Body, both Grantor and the Designating Body shall each submit the name of a proposed successor to the secretary of the Illinois Department of Conservation, who shall then select one of such two candidates as the new successor Grantee, and upon such selection by such secretary such selected candidate shall then and thereafter become and be the Grantee hereunder for all purposes as set forth herein, the same as if such party were named as Grantee at the time of initial execution of this instrument. Upon final determination of such successor grantee, Grantor agrees to promptly execute an instrument in recordable form setting forth the name of such successor Grantee, and confirming the terms, covenants and conditions of this Conservation Easement as inuring to the benefit thereof.

3. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

4. The Grantor and the Grantee each agree that the grant of this Conservation Easement gives rise to a property right immediately vested in Grantee, and that this Conservation Easement is the final and complete expression of the agreement between the parties and that any and all oral agreements between the parties regarding the subject matter hereof are merged into this written instrument.

5. The covenants, terms, conditions and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property for the entire duration of the Term as provided herein.

IN WITNESS WHEREOF, the City of Chicago, Grantor as aforesaid, hereby grants the foregoing Conservation Easement by caus-

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ing this instrument to be signed and sealed by _____
Eugene Sawyer its Acting Mayor
hereunto duly authorized this 16th day of February, 1989.

THE CITY OF CHICAGO
Attest: Gratha A. Ferhosh By: Eugene Sawyer
Its: City Clerk Its _____

ACCEPTANCE

Corporation for Open Lands hereby accepts the foregoing Conservation Easement on the terms and conditions set forth therein.

CORPORATION FOR OPEN LANDS
Attest: James Fox By: Stanley
Its: Secretary Its: Pres. Post

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Exhibit "A"

The Southwest 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, (excepting therefrom those parts thereof taken and used for Pulaski Road, Peterson Avenue, Central Park Avenue, and Bryn Mawr Avenue, and further excluding those parts shown hatched on Exhibit "B" attached hereto and made a part hereof) in Cook County, Illinois.

P.I.N. Nos. 13-02-300-002-8001
13-02-300-002-8002 (S. 40 acres)

NOTE: A final survey of the Protected Property is in the process of completion, and upon its completion the parties will re-record this instrument to substitute the more complete and precise legal description shown on that survey in lieu of the description set forth above.

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PREPARED BY COUNTY RECORDER

Peter A. SARASEK, Esq.
Burke Wilson + McIlvaine
500 W. Madison, 37th FL
Chicago IL 60606

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Return to Box No. 326

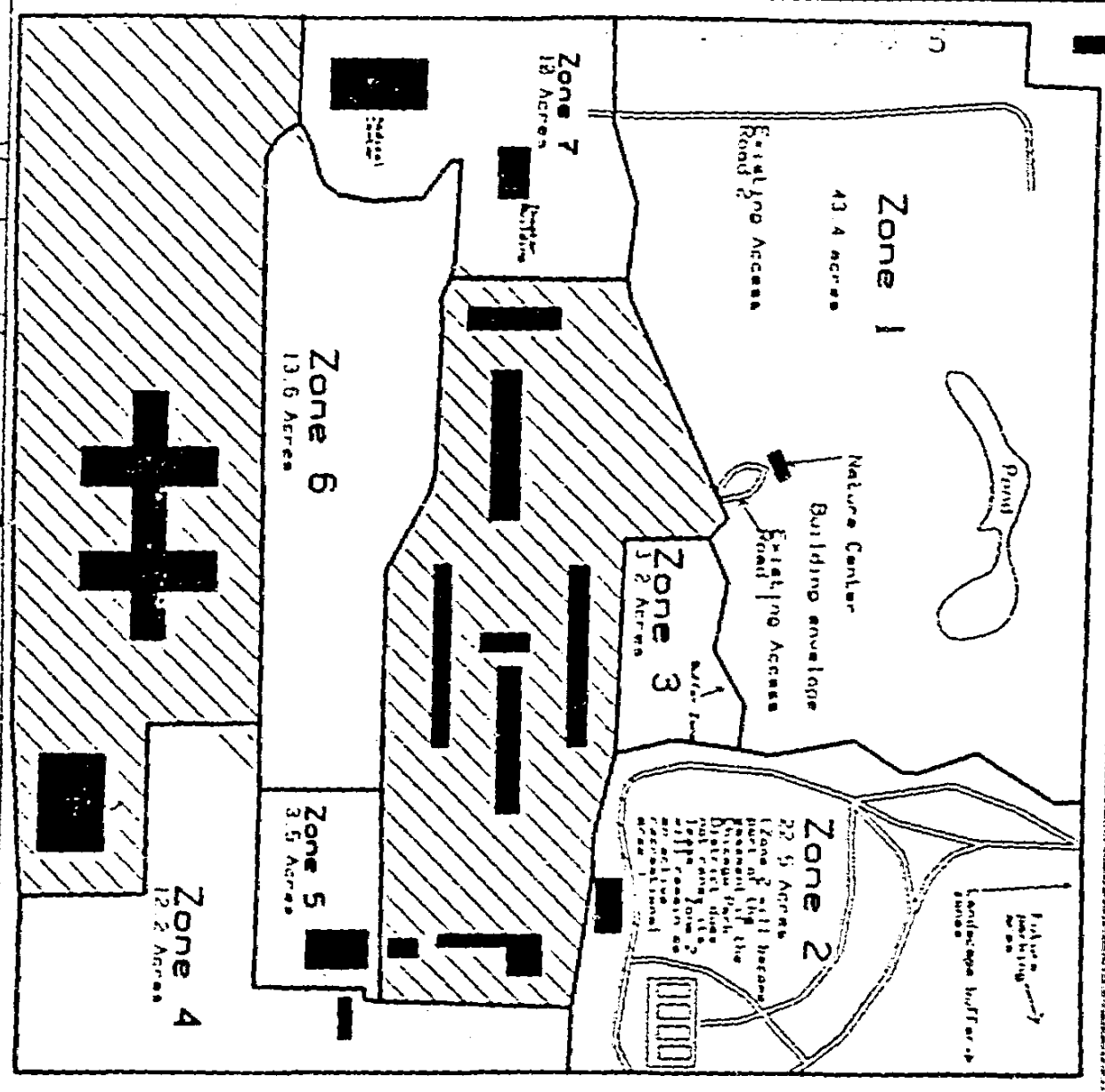
26.00

West Peterson Avenue

West Bryn Mawr Avenue

North Pulaski Avenue

North Central Park Avenue



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North Park Village

Conservation Easement

■ Existing Buildings

Zone 1 - Nature Preserve

Zone 2 - Peterson Park

Zone 3 - Rock Garden

Zone 4 - Nature Study Area

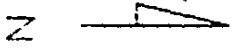
Zone 5 - Community Gardening

Zone 6 - General open space

Zone 7 - Cultural/public use

▨ Areas outside of conservation easement.

EXHIBIT No. **B**



Holder of easement: Corlands, an affiliate of Open Lands Project

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