

**Memorandum of Agreement
Between
U.S. Postal Service
And the
Illinois State Historic Preservation Office
Concerning the Sale of the Charleston, Illinois
United States Postal Facility**

WHEREAS, the United States Postal Service (USPS) proposes to sell the Postal Facility located at 320 6th Street in Charleston Illinois; and

WHEREAS, the USPS has determined that the project will have an adverse effect on the facility which the Illinois State Historic Preservation Officer (SHPO) has determined to be eligible for the National Register of Historic Places; and

WHEREAS, the USPS has consulted with the SHPO in accordance with Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. Section 470 (NHPA), and its implementing regulations (36 CFR Part 800) to resolve the adverse effect of this project on historic properties; and

WHEREAS, no other sites of historic or archaeological significance will be affected by the proposed project; and

NOW, THEREFORE, the USPS and the SHPO agree that, upon the USPS's decision to proceed with the project, the USPS shall ensure that the following stipulations are implemented in order to take into account the effects of the project on historic properties.

STIPULATIONS

The USPS shall ensure that the following measures are implemented:

I. DISPOSITION OF INTERIOR

The following items should be preserved and protected:

- The terrazzo floor tile in the entry way of the building.
- The spiral staircase that leads to the attic.

II. MARKETING

A. The USPS, in consultation with the SHPO, shall offer for sale for a period of twenty four (24) months with a preservation covenant (Attachment A). For the sale,

USPS shall prepare a marketing plan for the building which shall include the following elements:

1. An advertising plan and schedule
2. A process for receiving and reviewing offers
3. Information on the property's cost
4. An information package about the building including:
 - a. Photographs and site plan of the building
 - b. A parcel map
 - c. Information on financial incentives available in conjunction with the purchase and rehabilitation of the building
 - d. Notification of the requirement for a restrictive preservation covenant in the deed transfer document (Attached)
 - e. Notification that if the purchaser decides to rehabilitate the building, it must be in accordance with the recommended approaches of the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings"

B. Upon the SHPO's agreement with the marketing plan (of which can occur after the active marketing has begun), the USPS shall implement the plan and review all offers received in consultation with the SHPO prior to acceptance. The 24 month marketing period shall commence on the first day of advertisement of the building for sale. The USPS shall ensure that transfer of the property incorporates a preservation covenant on the property with the SHPO.

C. Should the property not sell within the agreed upon marketing period, USPS, with the written approval of the SHPO, may sell the building without a covenant or may demolish the building and sell the property as a vacant lot.

III. RECORDATION

Prior to sale without a covenant or demolition of the building, USPS shall document the property in accordance with Level III of the Illinois Historic American Buildings Survey (IL HABS). The SHPO will review the 95% and completed IL HABS documentation and accept or reject the final submittal in writing in accordance with IL HABS Standards. Acceptance of the 95% documentation by the SHPO in writing shall occur prior to disposition of the historic property.

IV. DURATION

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, the USPS may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

V. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented the USPS shall consult with such party to resolve the objection. If the USPS determines that such objection cannot be resolved the USPS will:

A. Forward all documentation relevant to the dispute, including the USPS's proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the USPS with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The USPS will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the USPS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USPS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The USPS's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the USPS must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36

CFR § 800.7. The USPS shall notify the signatories as to the course of action it will pursue.


Execution of this Memorandum of Agreement by the USPS and the SHPO, evidences that the USPS has complied with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations 36 CFR 800 and that the USPS has taken into account the effects of this project on historic properties.

SIGNATORIES:

UNITED STATES POSTAL SERVICE

By:  Date: March 13, 2012

ILLINOIS STATE DEPUTY HISTORIC PRESERVATION OFFICER

By:  Date: March 5, 2012

**‘ATTACHMENT A’
PRESERVATION COVENANT LANGUAGE
Charleston, Illinois**


In consideration of the conveyance of certain real property, 320 6th Street in the city of Charleston of the County of Coles, State of Illinois and legally defined as (insert legal description):

- (1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all time to restore, maintain and preserve this property in accordance with the recommended approaches of the “Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic buildings” (National Park Service, 1989) in order to preserve those qualities that make this property eligible for listing on the National Register of Historic Places.
- (2) No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken that would affect the historic features of the property without consultation with and the express permission of the Illinois Historic Preservation Agency (IHPA) or a fully authorized representative thereof.
- (3) The IHPA shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being met.
- (4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the IHPA may, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the property.
- (5) This covenant is binding on the grantee, its heirs, successors and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the property or any part thereof.
- (6) The failure of the IHPA to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.
- (7) This covenant shall be a binding servitude upon the property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.
- (8) The IHPA may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors or assigns.


EXHIBIT A: PERMITTED ALTERATIONS

The United States Postal Service and the Illinois Historic Preservation Agency concur on the following reuse adaptations:

- 1) Demolition of the loading dock / platform at the rear of the building and the associated overhang and side-walls.

 (Date) March 5, 2012

Anne Haaker
Deputy State Historic Preservation Officer
Illinois Historic Preservation and Museum Division

 (Date) March 13 2012

Dallan Wordekemper
Federal Preservation Officer
United States Postal Service