

**MEMORANDUM OF AGREEMENT AMONG  
THE ARLINGTON HEIGHTS PARK DISTRICT, THE ILLINOIS DEPARTMENT OF  
NATURAL RESOURCES, AND THE ILLINOIS STATE HISTORIC PRESERVATION  
OFFICER REGARDING DEMOLITION OF 500 E. NORTHWEST HIGHWAY,  
ARLINGTON HEIGHTS, ILLINOIS (SHPO LOG #008051723)**

**WHEREAS**, the Arlington Heights Park District (Owner) plans to undertake demolition of 500 E. Northwest Highway, Arlington Heights, IL. 60004, known as First Point Auto Repair & Mufflers (Building), and return the property to a native pollinator planting (Project); and

**WHEREAS**, the project requires an Open Space Land Acquisition & Development Grant (23-2247) from the Illinois Department of Natural Resources thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

**WHEREAS**, the Owner has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

**WHEREAS**, the Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

**WHEREAS**, on August 2, 2023, the Officer determined that the Building at 500 E. Northwest Highway is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C for Architecture, as an example of corporate Modernism (ca. 1950-1967); and

**WHEREAS**, the Officer has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

**NOW, THEREFORE**, the Owner and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties.

**STIPULATIONS**

- I. MITIGATION: The Owner shall complete the measures described below.
  - A. The Owner shall complete photo documentation of the interior of the building and email photos to the Officer.
  - B. The photographs will be displayed on the IDNR website and in a local repository.
  - C. The space shall be returned to green space and will include a pollinator garden that is comprised of native plantings.

- D. The Owner shall install interpretive signage on the property with a photo of the building that was demolished to document the building's history.
- E. Upon Officer approval of photographs, demolition may commence.

## II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied, or it is amended or terminated and replaced. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

## III. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Owner shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

## IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, the Owner shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Owner's efforts to carry out the terms of this Agreement.

## V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the Owner shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

- A. The Owner's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

## VI. AMENDMENTS

This Agreement 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 is signed by all of the signatories.

#### VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

#### VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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**SIGNATORY**

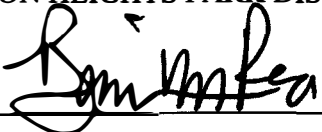
ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER

By: Carey L. Mayer Date: 09/25/2023  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources

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**SIGNATORY**

ARLINGTON HEIGHTS PARK DISTRICT. (Owner)

Signature:  Date: September 26, 2023

Name: Benjamin M. Rea

Title: Director of Parks and Planning