

**MEMORANDUM OF AGREEMENT AMONG
FAIRLAWN ACQUISITIONS, LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF A HISTORIC CHURCH AND NEW
CONSTRUCTION OF STUDENT HOUSING AT 403 S. WRIGHT ST. & 610 E.
SPRINGFIELD AVENUE IN CHAMPAIGN, ILLINOIS
(SHPO LOG #015070125)**

WHEREAS, Fairlawn Acquisitions, LLC (Owner) plans to undertake the demolition of a historic church building (Church) and new construction of a student housing apartment building at 403 S. Wright St. & 610 E. Springfield Ave. in Champaign, Illinois (Project); and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit, and a Public Water Supply permit from the Illinois Environmental Protection Agency (IEPA), 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 (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

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

WHEREAS, on July 2, 2025, the Officer has determined that no historic archaeological properties will be affected by the undertaking; and

WHEREAS, on July 18, 2025, the Officer determined that the Church is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C for local architectural significance, with a period of significance of 1903 (year of construction) to 1975; and

WHEREAS, on July 2, 2025, the Officer determined that the Undertaking would have an adverse effect on the Church that is eligible for the NRHP; and

WHEREAS, 1) on August 6, 2025, the public was notified of an August 13, 2025, public meeting about the Project and adverse effect in notices published in the Champaign, IL-based *News-Gazette* and the *News-Gazette* website and 2) the Owner invited the University Place Christian Church, the Champaign Historical Archives, and the Champaign County History Museum to be consulting parties. The University Place Christian Church attended the public meeting and declined to participate as a consulting party. The Owner received comments from

the Preservation and Conservation Association of Champaign County and Nancy Hays.

NOW, THEREFORE, the Owner, IEPA, 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

- A. The Owner shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete a Historical and Architectural Report (Report) according to the measures described below.
 1. The Owner will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
 2. The report shall include representative photographs of all elevations, corners, and roof of the Church, representative photographs of the primary interior rooms and spaces, and detailed photographs of exterior and interior architectural details.
 3. The report shall include a historical narrative of the Church that includes names and histories (if available) of owners of the Church and representative historical photographs.
 4. The Contractor must consult with the Officer to ensure that expectations are understood.
 5. Fieldwork, in the form of a site visit, draft photography, and final photography is required to be conducted before the Project may commence.
 6. The Contractor shall digitally submit a draft of the Report to the Officer for review and comment.
 7. Upon Officer confirmation in writing (email being sufficient) that the draft Report and draft photography has been submitted and approved, the Project may commence.
 8. When the Officer accepts the draft submission, in writing, the Contractor shall incorporate into the Report any comments that the Officer provides and complete the final documentation.
 9. Upon completion of the final documentation, the Owner or Contractor shall submit the following to the Officer:
 - a. One copy of the Report, on archival materials, encapsulated in an archival clamshell, for deposit in the Abraham Lincoln Presidential Library and Museum.
 - b. One digital record (download, link, flash drive, CD, or DVD) with the complete Report for posting on the SHPO website.

10. Upon completion of the final documentation, the Owner or Contractor shall submit one copy of the Report, on archival materials, to a local repository (library or archive) and made available for research. The availability of the Report shall be made known to the public through public announcement by the Owner, Contractor, or repository.

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, 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 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

FAIRLAWN ACQUISITIONS, LLC (OWNER)

By:  Date: 9/29/25
Christopher Hartman
Owner

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

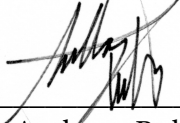
Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By:  _____ Date: 10/1/2025

Anthony Rubano
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources