

**MEMORANDUM OF AGREEMENT AMONG
E.G. WOODE, L3C, THE ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING REHABILITATION AND REUSE OF A BUILDING AT
1022 W. 63RD ST. IN
CHICAGO, ILLINOIS
(SHPO LOG #019022924)**

WHEREAS, E.G. Woode, L3C (Owner) plans to undertake the rehabilitation and reuse of a building at 1022 W. 63rd St. (Building) in Chicago, Cook County, IL; and

WHEREAS, the project will be funded by a grant (#RDMS230017) from the Illinois Department Commerce and Economic Opportunity (Agency) permit, 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 March 5, 2024, the SHPO determined that the Building at 1022 W. 63rd St. is eligible for listing on the National Register of Historic Places (NRHP); 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, Agency, and 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, with guidance from the SHPO:

- A. Participate, with the SHPO, at future project locations where historic property exists, site visits to explore opportunities to meet the Secretary of the Interior's Standards for Rehabilitation or diminish adverse effects to the properties.
- B. With SHPO guidance, attend historic preservation training courses

to encourage the adoption of historic preservation principles in future project design.

- C. Host a workshop for clients, community organizations, and individuals on topics related to historic preservation.
- D. Activities specified in A-C shall be scheduled by the Owner within two years of the execution of this Agreement.

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 discovery of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of discovery, 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 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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CHICAGO, ILLINOIS
(SHPO LOG #019022924)**

SIGNATORY

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Signature:  6 By  Date: 8/26/24
Garrett C. Carter
General Counsel

Name: Kristin Richards

Title: Director

**MEMORANDUM OF AGREEMENT AMONG
OVERLAND, LTD,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION OF
A MIXED-USE DEVELOPMENT (CANFIELD PLACE) AT
121 MAIN STREET, 125 MAIN STREET, AND 127 MAIN STREET IN
CHICAGO, ILLINOIS
(SHPO LOG #059040928)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 8/12/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources