

**MEMORANDUM OF AGREEMENT AMONG
CRYSTAL LAKE PARK DISTRICT
THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING IMPROVEMENTS UPON LAND FOR HALIGUS PARK AND
DEMOLITION OF TWO GRAIN SILOS AT 6904 HALIGUS ROAD IN CRYSTAL
LAKE, ILLINOIS
(SHPO LOG #015081123)**

WHEREAS, the Crystal Lake Park District (Owner) plans to undertake improvements upon land for Haligus Park and demolition two grain silos (Silos A & B) at 6904 Haligus Road in Crystal Lake, Illinois (Project); and

WHEREAS, the project requires an Open Space Land Acquisition & Development Grant (OSLAD) from the Illinois Department of Natural Resource (IDNR), 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 September 8, 2023, the Officer determined that Silo B is a rare example of stone silo construction at the local level of significance (Criterion C: Architecture) and therefore, eligible to be listed on the National Register of Historic Places (NRHP); and

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

NOW, THEREFORE, the Owner, IDNR, 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 has proposed to complete the following measures (see attachment):

- A. The Owner will salvage metal rods from Silo A.
- B. The Owner will salvage stone and iron rod from Silo B.
- C. The salvaged stone will be used to create two group gathering

circles (seating areas) within the area of or near where the silos were located.

- D. The Owner will create and display, at the park, interpretive signage about Silo B, including photographs of both Silos, a historical timeline on silo means and methods within McHenry County, original ownership, and farming history at the Haligus site, and general history of farming within McHenry County.
- E. The Owner will conduct research to create a pollinator garden composed of native plants, install the garden at the park, and take steps necessary to maintain the garden for a period of five (5) years.
- F. Stones that are not used in the group gathering circles will be used as seating boulders within the pollinator garden and in pathway construction within the garden.
- G. The steel bands from the Silos will be used to create a trellis within the pollinator garden.

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.

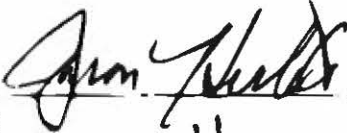
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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LAKE, ILLINOIS
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SIGNATORY

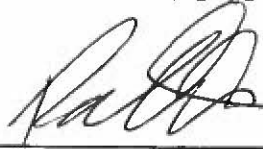
CRYSTAL LAKE PARK DISTRICT

Signature:  Date: 12/15/23
Name: JASON HERBSTER
Title: EXECUTIVE DIRECTOR

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SIGNATORY

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Signature:  _____ Date: 3/5/24
Name: Patrick L Davis
Title: Chief Accountability Officer

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 12/28/2023
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources