

**MEMORANDUM OF AGREEMENT AMONG
DOWNERS GROVE EQUITY GROUP LLC, THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION OF A RETAIL BUILDING
AT 814, 816, AND 818 OGDEN AVE. IN DOWNERS GROVE, ILLINOIS
(SHPO LOG #003072924)**

WHEREAS, Downers Grove Equity Group LLC (Owner) plans to undertake demolition and new construction of a retail building at 814, 816, and 818 Ogden Avenue in Downers Grove, 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, the Officer has determined that no historic archaeological properties are known to exist within the project area for the Undertaking; and

WHEREAS, on August 12, 2024, the Officer determined that 818 Ogden Avenue (Building) is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C for architectural significance to the city of Downers Grove, with a period of significance of 1946-1956, Post-War construction.

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

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in notices published in the *Shaw Media* on November 21, 2024, with no comments received; and

WHEREAS, on December 11, 2024, the Owner notified the Officer that the DuPage County Historical Society was invited to consult regarding this Memorandum of Agreement

(Agreement) and has chosen not to participate in the consultation to resolve the adverse effect; and

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

STIPULATIONS

I. MITIGATION (HIBS)

- A. The Owner shall complete a historical recordation, 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 recordation must follow the guidelines established by the Officer:
 - a. The Contractor shall take representative interior photographs and exterior photographs of all elevations.
 - b. The Contractor shall complete a narrative history of the building, with focus on the period of significance.
 3. The Contractor must consult with the Officer to ensure that expectations are understood.
 4. The Officer may approve alterations to the format and/or requirements of the recordation, depending on the circumstances of the project.
 5. Fieldwork, in the form of a site visit, draft photography, and final photography must take place before the Project may commence.
 6. Upon Officer confirmation in writing that all the photographs to complete the recordation have been collected, the Project may commence.
 7. The Contractor shall prepare and email a draft of the recordation in .pdf format to the Officer for review and comment.
 8. When the Officer accepts the draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
 9. Upon completion of the final documentation, the Owner and/or Contractor shall submit the following to the Officer:
 - a. One archival clamshell of sufficient size to encapsulate the recordation.
 - b. One copy of the recordation, on archival materials for deposit in the Abraham Lincoln Presidential Library and Museum.
 - c. One digital record (download, link, flash drive, CD, or DVD) with the complete recordation for posting on the SHPO website.

I. DURATION

This Agreement shall be effective until such time as all 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.

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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

DOWNERS GROVE EQUITY GROUP LLC (OWNER)

Signature:  Date: 1/16/25

Name: Brett Paul

Title: Manager

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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(SHPO LOG #003072924)

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 1/28/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources