

**MEMORANDUM OF AGREEMENT AMONG
MCNAUGHTON DEVELOPMENT LLC & LONGFELLOW PRAIRIE LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF 1435 PRAIRIE AVENUE IN DOWNERS GROVE,
ILLINOIS, AND NEW CONSTRUCTION OF
12 SINGLE FAMILY HOMES
(SHPO LOG #020111221)**

WHEREAS, Mc Naughton Development LLC & Longfellow Prairie LLC(Owner) to undertake the demolition of 1435 Prairie Ave (the former Longfellow School) in Downers Grove, IL, and construct 12 single family homes; 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 (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 (SHPO); and

WHEREAS, on September 10, 2021 the SHPO determined that the building at 1435 Prairie Avenue in Downers Grove (Building) is eligible to be listed on the National Register of Historic Places (NRHP) for its educational significance to the community of Downers Grove with a period of significance from 1928 until 1971, which includes the 1950s addition; and

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

NOW, THEREFORE, the Owner, IEPA, and the SHPO 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 property.

STIPULATIONS

I. MITIGATION

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 the measures described below. The Owner will ensure that the following mitigation and Historic Illinois Building Survey (HIBS) recordation is completed by the Contractor. The recordation must follow the HIBS guidelines established by the SHPO. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, exterior, and detail digital images of the Building. These photos should be used for reference in developing the architectural description outlined herein. Field notes/sketches should be used to create the digital sketch plans outlined.
- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HIBS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HIBS photography as outlined herein.
- c. Final HIBS photographs must be taken by a professional photographer and must include all the views agreed to by the SHPO, Contractor, and Owner, according to HIBS guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of final photographs, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that photographs and field notes are acceptable, the demolition of the Building may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans/elevations, as defined by HIBS guidelines (i.e. location map, site plan, key to photographs). The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with HIBS Guidelines.

- b. HIBS photographs. Prints from the negatives taken and processed according to HIBS guidelines. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HIBS standards.
 - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance. They should be directed by HIBS guidelines.
 - d. Narrative and description. A written historic narrative and an architectural description of the Building using HIBS-designated outline format printed according to HIBS guidelines.
 - e. Original and/or historic drawings. Any original and/or historic drawings of the Building scanned and submitted as part of the HIBS recordation. Verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended (see: <https://www.nps.gov/hdp/standards/copyright.htm>). The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HIBS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - h. Copyright release form. Photographic copies and images that appear as figures within a historical report must be copyright free and a release form provided as part of the documentation package.
 - i. CD/DVD. Digital versions of the HIBS recordation be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email of the 95% draft of the HIBS recordation in .pdf format to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation.
4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:

- a. One (1) recordation package containing items required by the HIBS program.
- b. A digital version of the HIBS recordation uploaded to the State of Illinois file transfer site:
<https://filet.illinois.gov/filet/pimupload.asp> with
“SHPO.review@illinois.gov” as the recipient.

Upon final approval, the SHPO will submit the HIBS recordation package to the SHPO. The SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois and make it available on the SHPO website.

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 DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the Owner shall consult with the SHPO 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 SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human skeletal 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.

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 afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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SIGNATORY

McNaughton Development LLC (Owner)

Signature:  _____ Date: 2/9/2022

Name: Paul McNaughton

Title: MANAGER

Longfellow Prairie LLC (Owner)

Signature:  _____ Date: 2/9/2022

Name: Brian Flanagan

Title: Manager

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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 (SHPO)

By: Carey L. Mayer Date: 2/22/2022
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources