

**MEMORANDUM OF AGREEMENT AMONG  
400 MAIN, LLC,  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION AND NEW CONSTRUCTION OF  
A MIXED-USE DEVELOPMENT AT  
400 NORTH MAIN STREET IN  
GLEN ELLYN, ILLINOIS  
(SHPO LOG #018062518)**

**WHEREAS**, 400 Main, LLC, (Owner) plans to undertake demolition of the Giesche's Shoes building at 400 North Main Street (Building) in Glen Ellyn, Du Page County, IL, and construct a new building in its place; and

**WHEREAS**, the project requires a National Pollutant Discharge Elimination System permit and a Sanitary Sewer Service 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) (Act) and its implementing rules (17 IAC 4180); and

**WHEREAS**, the Illinois State Historic Preservation Office (SHPO) determined on August 24, 2018 that the Building is eligible for listing in the National Register of Historic Places (NRHP) Historic District under Criterion C at the local level of significance; and

**WHEREAS**, the SHPO currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated State Historic Preservation Officer; and

**WHEREAS**, the responsibilities of the SHPO under the Act are (1) to assist, to the fullest extent possible, the State agencies in their identification of properties for inclusion in an inventory of historic resources, including provision of criteria for evaluation; (2) provide information concerning professional methods and techniques for preserving, improving, restoring, and maintaining historic resources when requested by State agencies; and (3) help facilitate State agency compliance with this Act; and

**WHEREAS**, the SHPO has determined that the Undertaking will have an adverse effect on the Building that is 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 as a result of this project.

**STIPULATIONS**

**I. RECORDATION**

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](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete the measures described below. Prior to the completion of the construction of the Undertaking, the Owner will ensure that the following HABS recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is completed by the Contractor. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Fieldwork: Site Visit, Photography, Measurements

1. The Contractor shall take site, interior, and exterior digital images of the Building. These photos should be used for reference in developing the architectural description outlined in I.B.4. Field notes/sketches should be used to create the CAD-based sketch plans outlined in I.B.1.
2. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS 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, and primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.3.
3. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.2. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed).
4. Upon completion of I.A.1, 2, and 3, 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 all of the information necessary to complete HABS recordation has been collected, the demolition of the Building may commence.

B. Recordation components shall consist of the following items.

1. Sketch plans, as defined by HABS and drawn digitally, of the Building in its current condition printed drawing-size on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier).

2. HABS photographs. Prints from the negatives taken in I.A.3 must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS guidelines. The final size of the prints (either 5" x 7" or 8" x 10") and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS standards.
  3. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1. They should be printed as directed by HABS staff.
  4. Narrative and description. A written historic narrative of the Building and Giesche's Shoe retail business and an architectural description of the Building using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
  5. Original and/or historic drawings. Any original and/or historic drawings of the Building scanned at a minimum of 400 dpi, dropped full-size onto HABS title blocks, and printed on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier). The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package. The Contractor must complete the HABS copyright release forms.
  6. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
  7. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package. The Contractor must complete the HABS copyright release forms.
  8. CD/DVD. Digital versions of items I.B.1 through I.B.7 must be saved onto an archival CD/DVD.
- C. Draft submission. The Contractor shall email in .pdf format and mail a hardcopy of the 95% draft of the items in I.B.1 through 7 to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor will complete the final documentation as directed in I.D.

D. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:

1. One (1) HABS recordation package containing items I.B.1, 2, 3, 4, 5, 6, 7, and 8.
2. Two (2) recordation packages containing items I.B.1, 3, 4, 5, 7, and 8 in an archival clamshell.

Upon final approval, the SHPO will submit the HABS recordation package (I.D.1) to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress. The SHPO will deposit one recordation package (I.D.2) with the Abraham Lincoln Presidential Library in Springfield, Illinois, and one with the Glen Ellyn Historical Society.

## II. DURATION

This Agreement will be null and void if its stipulations are not carried out within two (2) years from the date of its execution. 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 V 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, notify the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) as administered by the SHPO, which provides that no human skeletal remains shall be disturbed without a permit issued by the SHPO.

## 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.

## 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 parties to attempt to develop an amendment per Stipulations IV and V 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. EFFECTIVE DATE

This Agreement is effective on the date signed by the Owner.

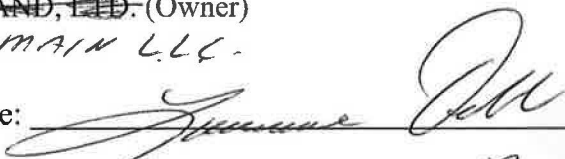
EXECUTION of this Memorandum of Agreement and implementation of its terms evidences that the Owner and IEPA have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG #018062518)**

**SIGNATORY**

~~OVERLAND, LTD.~~ (Owner)  
400 MAIN LLC.

Signature:  Date: 5-10-19

Name: LAWRENCE DEBOS

Title: Managing member of LLC.

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**SIGNATORY**

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Colleen Callahan Date: 5-16-19  
Colleen Callahan, Director and State Historic Preservation Officer  
Illinois Department of Natural Resources

APPROVED FOR EXECUTION  
Date: 5/14/2019  
Legal Counsel: [Signature]