

**MEMORANDUM OF AGREEMENT AMONG  
AFSAR DEVELOPERS, LLC, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,  
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING  
DEMOLITION OF 1320 S. MEYERS RD. AND 1312 S. MEYERS RD. AND NEW  
CONSTRUCTION OF SINGLE-FAMILY HOMES IN LOMBARD, ILLINOIS**

**WHEREAS**, Afsar Developers, LLC, an Illinois limited liability company (Owner) is undertaking demolition of 1320 S. Meyers Rd. (Building 1) and 1312 S. Meyers Rd. (Building 2) and construction of single-family homes in Lombard, IL (Project); and

**WHEREAS**, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control (WPC) permit, and a Public Water Supply (PWS) 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 Agency 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**, on August 27, 2024, the Officer determined that Building 1 at 1320 S. Meyers Rd. is eligible to be listed on the National Register of Historic Places (NRHP), under Criterion C, for Architecture, with a local level of significance. The proposed Project poses an adverse effect to the NRHP-eligible Building 1; and

**WHEREAS**, on August 8, 2024, the Officer determined that no archaeological properties are known to exist within the project area; and

**WHEREAS**, since December 2023 (and through the period including the date of annexation, zoning, subdivision and other land use and land planning decisions by the Village of Lombard on September 19, 2024), the Owner has determined that the Project is necessary due to the inability to proceed with the development of 22 single-family homes without demolishing existing structures; and

**WHEREAS**, on September 25, 2024, the Owner placed an advertisement in the *Daily Herald* inviting the public to an online conference regarding the Project and Undertaking; and

**WHEREAS**, on September 27, 2024, the Owner invited the York Center Fire Protection District, the Village of Lombard, York Township, and neighbors located within 250 feet of Building 1 to attend the online conference;

**WHEREAS** on October 3, 2024, at 2:00 P.M., the Owner hosted the online conference to present the Project and resolution of adverse effects and hear comments from the public and interested agencies; and

**NOW, THEREFORE**, the Owner, IEPA, and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) to mitigate the adverse effects of this Undertaking to the Owner properties.

## **STIPULATIONS**

### **I. MITIGATION**

- A. 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 a historical recordation to include a historical narrative and HD digital photographic recordation of Building 1 according to the measures described below:
1. Exterior Digital HD photography of the house, garage, and each outbuilding will include photographs of each elevation, each corner linking each elevation, full-coverage roof top photos, and any remaining fire house architecture and attachments.
  2. Interior Digital HD photography of the house, garage, and each outbuilding will include photographs of each room and hallway, and any remaining fire house architecture and attachments.
  3. A basic history of the property detailing its construction and use as a fire house, up to and including its conversion to a single-family home.
  4. The Officer may approve alterations to the recordation format and/or requirements of the guidelines, 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 completion of draft photography, the Contractor shall digitally submit the digital images to the Officer for review and comment.
  7. Upon Officer confirmation in writing that all the final digital photographs to complete mitigation have been collected, the Project may commence.
  8. The Contractor shall prepare and email a 95% draft of the narrative and photographic recordation in .pdf format to the Officer for review and comment.
  9. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the narrative and photographic recordation any comments that the Officer provides and complete the final documentation.
  10. Upon completion of the final documentation, the Owner and/or Contractor shall submit a a) printable copy in an archival digital format and b) digital record (download or link) with the complete narrative and photographic recordation for posting on the SHPO website.
  11. Upon completion of the final documentation, The Owner and/or Contractor shall make print and digital copies of the recordation available to Helen Plum Library, 411 South Main Street, Lombard, IL 60148 Owner shall make digital copies available to the College of DuPage public safety program, York Center Fire Protection District, and York Township, if requested by them.

12. Notwithstanding the reference to .PDF format above, all photographs shall be delivered in HD .JPEG format.
  13. As noted above, delivery of photographs will be in the specified digital format (Sec. 12), provided that two (2) framed print photographs from this JPEG collection are made available to York Township (care of the highway commissioner) and the Helen Plum Library.
- B. 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 a historical recordation (excluding the historical narrative) and HD digital photographic recordation of Building 2 according to the measures described below:
1. Exterior Digital HD photography of the house, garage, and each outbuilding will include photographs of each elevation, each corner linking each elevation, full-coverage roof top photos, and any remaining fire house architecture and attachments.
  2. Interior Digital HD photography of the house, garage, and each outbuilding will include photographs of each room and hallway, and any remaining fire house architecture and attachments.
  3. The Officer may approve alterations to the recordation format and/or requirements of the guidelines, depending on the circumstances of the project.
  4. Fieldwork, in the form of a site visit, draft photography and final photography must take place before the Project may commence.
  5. Upon completion of draft photography, the Contractor shall digitally submit the digital images to the Officer for review and comment.
  6. Upon Officer confirmation in writing that all of the final digital photographs to complete mitigation have been collected, the Project may commence.
  7. The Contractor shall prepare and email a 95% draft of the photographic recordation in .pdf format to the Officer for review and comment.
  8. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the photographic 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 a a) printable copy in an archival digital format and b) digital record (download or link ) with the complete photographic recordation for posting on the SHPO website.
  10. Upon completion of the final documentation, The Owner and/or Contractor shall make print and digital copies of the recordation available to Helen Plum Library, 411 South Main Street, Lombard, IL 60148 Owner shall make digital copies available to the College of DuPage public safety program, and York Township, if requested by them.
  11. Notwithstanding the reference to .PDF format above, all photographs shall be delivered in HD .JPEG format.
  12. As noted above, delivery of photographs will be in the specified digital format (Sec. 11).

## II. DURATION

This Agreement shall be effective for two years from the date of execution of this Agreement or until all of its terms are satisfied, or it is amended or terminated and replaced. Prior to such time, the Agency may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Agency 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 Agency 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 Agency 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, Agency 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 Agency'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 Agency 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 Agency'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.

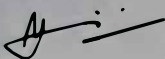
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.


[Signature Pages to follow]

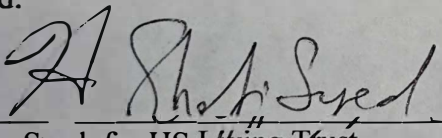
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**SIGNATORY**

**AFSAR DEVELOPERS, LLC**

By:   
Ahmed Khan, for AIK Living Trust  
as Managing Member  
Dated:

By:   
Salman Khan, for SAK Living Trust  
as Managing Member  
Dated:

By:   
Hasan Syed, for HS Living Trust  
as Managing Member  
Dated:

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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 (OFFICER)**

By: Carey L. Mayer Date: 3/14/2025  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources