

**MEMORANDUM OF AGREEMENT AMONG
THE MAYWOOD REALTY COMPANY, LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE MAYWOOD PARK RACETRACK
AND THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT AT
8600 WEST NORTH AVENUE IN MELROSE PARK, ILLINOIS
(SHPO LOG #023040717)**

WHEREAS, Maywood Realty Company, LLC, (Owner) plans to demolish the Maywood Park Racetrack facility at 8600 West North Avenue in Melrose Park, Cook County, Illinois, and construct a mixed-use development on the site (Undertaking); and

WHEREAS, the project requires 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) (Act); and

WHEREAS, the Illinois State Historic Preservation Office (SHPO) determined on January 10, 2019 that Maywood Park Racetrack facility is eligible for listing on the National Register of Historic Places (NRHP) as the Maywood Park Racetrack Historic District (Historic District); 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 Historic District 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 Historic District as a result of this project.

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 61) to complete the mitigation measures described below. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood. Prior to the completion of the construction of the Undertaking, the Owner will ensure that the Historic District will be recorded as described in **Appendix A** and will follow Historic American Building Survey (HABS) recordation guidelines (see: <https://www.nps.gov/hdp/standards/index.htm>).

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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8600 WEST NORTH AVENUE IN MELROSE PARK, ILLINOIS
(SHPO LOG #023040717)**

SIGNATORY

Maywood Realty Company, LLC (Owner)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

Illinois Environmental Protection Agency

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

Illinois State Historic Preservation Officer

By:  Date: 2/4/19
Wayne A. Rosenthal, Director and State Historic Preservation Officer
Illinois Department of Natural Resources

APPROVED FOR EXECUTION

Date: 2-1-2019
Legal Counsel: 

Appendix A of the

MEMORANDUM OF AGREEMENT AMONG
RIDGELINE PROPERTY GROUP, LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE MAYWOOD PARK RACETRACK SITE
(SHPO LOG #023040717)

Scope of Work for Historic American Building Survey (HABS) recordation

A. Fieldwork: Site Visit, Photography, Measurements.

1. The Contractor will visit the Maywood Park Racetrack site (Historic District) to take interior and exterior digital photos of the overall site and the following primary buildings:
 - a. Grandstand
 - b. White-brick office building
 - c. Representative Stable Buildings
 - d. Horse-Shower Building
 - e. Representative Jockeys' Quarters Buildings, including one with 2-story Brick Portion
 - f. Jockeys' Lounge
 - g. Storage Building no. 1
 - h. Storage Building no. 2
 - i. Storage Building no. 3

These photos will be used for reference in developing physical descriptions for all representative building types and of the overall site. Field notes/sketches will be developed for use in translating to computer-assisted-drafting (CAD) floor plans for the outbuildings listed below.

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. Images must include elevations, distinctive exterior and interior architectural features, and primary interior spaces (as applicable) of the primary buildings in A.1. Selection of views and determining the quantity of HABS images shall be done in consultation with the SHPO. Upon written concurrence of the selected draft views, the Contractor may proceed with taking the photography as outlined in A.3.
3. HABS photographs must be taken by a professional photographer and must include the views agreed to in A.2. Film photos must be taken using 4" x 5" black-and-white negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed).

4. Upon completion of A.1, A.2, and A.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 data necessary to complete HABS recordation has been collected from the Historic District, the demolition of the Historic District may commence.

B. Recordation shall consist of the following items.

1. Sketch plans, as defined by HABS. They are to be drawn in CAD format and include the buildings listed in A.1 and a site plan with an associated key that labels all primary buildings and structures. The final version of the sketch plans shall be 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). Sketch plans for the grandstand and for the eight outbuildings will be inserted as illustrative figures into their respective reports.
2. HABS black-and-white film photographs. Photographic prints 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 given 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 A.2. They should be printed in color or black and white at a high resolution on archival paper.
4. Reports and Historical Research. HABS written recordation will feature a Cover Report, which also addresses the Grandstand, and Outbuilding Reports. For final submission, all Reports will be printed using HABS-designated outline format, printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.

- a. Cover Report will have the following sections:

PART I: HISTORICAL INFORMATION: This section will include a cover page with a statement of significance; list the construction dates for all buildings; and include the names of architects/contractors, chain of ownership from the 19th-century to the present, and a narrative description of the grandstand's original appearance and alterations. Sketch plans for the grandstand will be inserted as illustrative figures. Part I will also include a series of scholarly, footnoted, contextual essays that may include the topics listed below.

1. History of the Maywood Park Racetrack: 1946 to 1970
2. Post-1970 History of the Maywood Park Racetrack
3. Overview History of Harness Racing in the Chicago region

4. Original Owner Arthur T. Galt Sr.
5. Architect Lionel K. Levy

PART II: ARCHITECTURAL INFORMATION: This section will include an in-depth physical description of the grandstand (A.1.a) in the prescribed HABS Outline format. Part II will also include detailed historic and current narrative descriptions of the overall site, including maintenance/storage buildings and shed-type structures, ticket booths, freestanding signage, and the water tower that are not listed in A.1.

PART III: SOURCES OF INFORMATION: This section will list any individuals interviewed during the research phase, and include a bibliography listing primary and secondary resources, as well as architectural plans reviewed. It will also contain a photo log and a list of supplemental materials attached to the end of the report, such as a site plan, historic photos and sketch plans of the grandstand/clubhouse and outbuildings. HABS documentation research will be based on intensive primary and secondary research undertaken at a variety of repositories to include, but not limited to, the Chicago History Museum, the Cook County Recorder of Deeds, the Melrose Park Library, and the University of Illinois at Chicago's Daley Library. Materials to be reviewed will include Cook County plat maps, chain of title records, historic photos, architectural plans, as well as wide-ranging contemporary newspaper articles, journal articles, and books related to topics of the contextual essays.

PART IV: METHODOLOGY OF RESEARCH: This section will describe the research strategy and the actual research process, including repositories visited and collections reviewed.

- b. Outbuilding Reports. Outbuilding Reports will be developed for each of the eight main outbuildings, (A.1.b through A.1.i). Shed-type structures, ticket booths, freestanding signage, and the water tower will be discussed as part of the overall site description in the Cover Report. Each of the eight Outbuilding Reports will consist of:
 1. Cover page
 2. Architectural description and narrative
 3. Sketch plans as illustrative figures
5. Original and/or historic drawings. Any original or historic drawings of the site and primary buildings shall be 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 may consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
6. Original field notes, if applicable (i.e., field sketches,

7. Historic photos and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines and included at the end of their respective report. The images and maps can be decided in consultation with the SHPO.
8. Archival CD/DVD. Digital versions of items B.1 through 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 B.4 to the SHPO for review and comment and to Kimley-Horn. When the SHPO accepts in writing the 95% submission, the Owner and the Contractor will complete the final documentation as directed above.

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

1. One (1) HABS recordation package containing B.1, B.2, B.3 (subject to confirmation by HABS), B.4, B.5, B.6, B.7 (subject to confirmation by HABS), and B.8.
2. One (1) recordation package containing B.1, B.3, B.4, B.5, B.7, and B.8 with the 8.5" x 11" sheets and photographs in an archival clamshell.

Upon final approval, the SHPO will submit the HABS recordation package to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress, and the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois.