

**MEMORANDUM OF AGREEMENT AMONG THE WILBERT F. HAGEMAN AND  
RUTH L. HAGEMAN JOINT DECLARATION OF TRUST DATED APRIL 22, 2015, AS  
AMENDED AND/OR AMENDED AND RESTATED,  
BRIDGE STREET PROPERTIES, LLC, THE ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION AND NEW CONSTRUCTION OF A RESIDENTIAL  
SUBDIVISION AT 25013 111<sup>TH</sup> ST. IN NAPERVILLE, ILLINOIS  
(SHPO LOG #010092524)**

**WHEREAS**, Wilbert F. Hageman and Ruth L. Hageman Joint Declaration of Trust Dated April 22, 2015, as amended and/or amended and restated (Owner) and Bridge Street Properties, LLC (BSP) on behalf of the Owner as contract purchaser of the property (BSP) plans to undertake demolition of a farmstead at 25013 111<sup>th</sup> St. (Farmstead) and new construction of a 10-acre residential subdivision in Naperville, 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**, BSP 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 September 30, 2024, the Officer determined that the Farmstead at 25013 111<sup>th</sup> St. in Naperville, IL is eligible to be listed on the National Register of Historic Places (NRHP) for Criterion A, for 19<sup>th</sup>-Century Farming Practices and Criterion C, for 19<sup>th</sup>-Century Farmstead Architecture, both at the local level of significance, with a period of significance of 1840 to 1900; and

**WHEREAS**, in 1992, the Farmstead, recorded as archaeological site 11WI1762 was not previously evaluated for NRHP eligibility under Criterion D. The Officer required a close-interval (5-meter transects) Phase I shovel test survey (Survey) to detect possible intact cultural deposits or features that contribute to the significance of the Farmstead; and

**WHEREAS**, on March 1, 2025, upon review of Survey, the Officer determined archaeological site 11WI762 to be ineligible for listing in the NRHP under Criterion D, and that the Project poses no known effects to historic archaeological properties; and

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

**WHEREAS**, on April 2, 2025, the public was notified of the Undertaking in the DuPage County Daily Herald and in an April 11, 2025, online meeting, with two opportunities to comment on the adverse effect and no comments were received; and

**WHEREAS**, on September 30, 2024, BSP has notified the Naperville Historic Preservation Commission (HP) of the adverse effect determination, and the HP has chosen not to participate in the consultation to resolve the adverse effect; and

**NOW, THEREFORE**, BSP, IEPA, and the Officer 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 properties.

## **STIPULATIONS**

### **I. MITIGATION (HIBS)**

- A. BSP 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 following measures:
  - 1. HD/High resolution, color photos of all buildings and outbuildings on the farm property, including interior photos of the main house and main barn. The photos will be clear of obstructions such as poor lighting, vehicles, snow cover, or other elements that obstruct views.
  - 2. A narrative history of the property including historic photographs, if available upon search. The narrative search will include the history of ownership of the property, traced from original construction date through the period of significance (1840 to 1900).
  - 3. LIDAR imagery of the property. If LIDAR imagery is already available, a digital copy or link to the existing imagery.
  - 4. A 360 camera will be used to document the interior of the main house and the main barn.
  - 5. A line-drawn plan view of the property, defining property boundaries and features.
- B. BSP will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
- C. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
- D. The Officer may approve alterations to the format and/or requirements of the measures, depending on the circumstances of the project.
- E. Fieldwork, in the form of a site visit, draft photography, measurements, and final photography must take place before the Project may commence.

- F. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
- G. Upon Officer confirmation in writing that all of the final photographs to complete have been collected, the Project may commence.
- H. The Contractor shall prepare and email a 95% draft of the narrative and photography in .pdf format to the Officer for review and comment.
- I. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
- J. Upon completion of the final documentation, BSP and/or Contractor shall submit the following to the Officer:
  - K. One archival clamshell of sufficient size to encapsulate the narrative and photography, for deposit in the Abraham Lincoln Presidential Library and Museum.
  - L. One digital record (download, link, flash drive, CD, or DVD) for posting on the SHPO website.

## II. DURATION

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

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, BSP 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. BSP'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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(SHPO LOG #010092524)**

**SIGNATORY**

**BRIDGE STREET PROPERTIES, LLC (BSP)**

Signature:  Date: 5/12/25

By: John McHale  
Title: Manager

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**SIGNATORY**

**THE WILBERT F. HAGEMAN AND RUTH L. HAGEMAN JOINT DECLARATION OF  
TRUST DATED APRIL 22, 2015, AS AMENDED AND/OR AMENDED AND  
RESTATED**

Signature: Marjorie K. Hornback Date: 5/10/2025  
By: Marjorie K. Hornback  
Title: Trustee

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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: 5/19/2025  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources