

**MEMORANDUM OF AGREEMENT AMONG
THE OVERLAND GROUP, LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING CONSTRUCTION OF A DOLLAR GENERAL STORE IN NORRIS
CITY, WHITE COUNTY, ILLINOIS
(SHPO LOG #013031924)**

WHEREAS, The Overland Group, LLC (“Overland Group”) plans to undertake the construction of a new Dollar General store in Norris City, Illinois, which will require the proposed demolition of the historic property at 300 N. Division Street; and

WHEREAS, the project requires a NPDES construction stormwater 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, Overland Group 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 Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (“Officer”); and

WHEREAS, on April 9, 2024, the SHPO determined that the no historic archaeological properties were known to exist within the project area but that the building at 300 N. Division Street is a historic property eligible for listing in the National Register of Historic Places (“NRHP”) under NRHP Criterion B for its association with pioneering local businessman Henry Wakeford in the areas of significance Community Planning and Development and Commerce as well as under NRHP Criterion C for its locally significant Architecture; and

WHEREAS, the Officer has determined that the Undertaking will result in an adverse effect due to the proposed demolition of the above-listed historic property at 300 N. Division Street; and

NOW, THEREFORE, Overland Group, 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 historic property at 300 N. Division Street.

STIPULATIONS

I. MITIGATION

Overland Group 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/articles/sec-standards-prof-quals.htm>) to complete the measures described below. Overland Group shall ensure that the following mitigation is completed by the Contractor. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood. All field-based architectural documentation must be completed prior to the demolition of 300 N. Division Street, however the reporting on the documentation may be completed after construction begins.

A. Architectural Documentation of 300 N. Division Street

1. Field-based manual documentation of 300 N. Division Street including interior and exterior photography and measured drawings of the building; and
2. Field-based drone flight series documentation to photograph all accessible portions of the exterior of the building supplemented by field-based manual documentation as necessary. The drone flight series documentation will enable the production of a 3D model of the building to record and digitally preserve its pre-demolition condition; and
3. Completion of digital 3D model of 300 N. Division Street based on the field-based drone flight series documentation and structure from motion (SfM) photogrammetry, will be provided as a textured mesh file. If feasible, the digital 3D model will also be provided via ArcGIS Online 3D scene viewer (which requires a license) for added context.
4. Completion of Architectural Documentation report on 300 N. Division Street, based on the field-based manual documentation, field-based drone flight series documentation, and archival research. The report will include deed research and development of a historic context for the property. The report on the documentation will include the photos, architectural description, historic context, and floor plans created from the measured drawings.

B. Village of Norris City Historic Architectural Resources Survey and Report

1. Historic architectural survey of all historic resources 45 years or older within the Architectural History Survey Area (see map in Appendix A) defined for the Village of Norris City, Illinois. The survey will include a sufficient level of detail to evaluate Norris City as a potential NRHP district including streetscape photos to provide evidence of non-historic intrusions or empty parcels; and
2. Completion of a Historic Architectural Resources Survey report presenting the results of the survey of the Village of Norris City. The survey report will include an introduction, background research and field methods, environmental setting and historic context, results and analysis of the field investigation including evaluations of NRHP eligibility, summary of recommendations, references

cited, and necessary appendices. Properties recommended not eligible for listing in the NRHP will be presented in table form in the report appendix whereas properties recommended or previously determined eligible for listing in the NRHP (including recommended contributing elements if Norris City is recommended as a proposed NRHP district) will have full narrative descriptions in the report.

C. Draft Submission

1. The Contractor shall email the 95% draft of the Architectural Documentation and Historic Architectural Resources Survey reports in .pdf format to the Officer for review and comment.
2. When the Officer accepts in writing the 95% draft of the documentation and Historic Architectural Resources Survey, the Contractor shall incorporate any comments that the Officer provides and complete the final documentation.

D. Final Submission

1. The Contractor shall complete the Architectural Documentation and Historic Architectural Resources Survey reports within one (1) year of the Effective Date of this Agreement, unless otherwise approved by the Officer.
2. Upon completion of the final Architectural Documentation and Historic Architectural Resources Survey reports, the Contractor shall submit the following to the Officer:
 - a. The final reports in .pdf format.
 - b. Any other supporting materials that the Contractor believes necessary for the reports.

II. DURATION

This Agreement shall be effective until the final reports are approved and accepted by the Officer, or it is amended or terminated and replaced, whichever occurs first. Prior to such time, Overland Group may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. Overland Group 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, Overland Group 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 discovery of human remains or burials, Overland Group understands and agrees that it must immediately stop work within the area of discovery, 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, Overland Group 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 Overland Group'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, Overland Group 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. Overland Group'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 the 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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CITY, WHITE COUNTY, ILLINOIS
(SHPO LOG #013031924)**

SIGNATORY

THE OVERLAND GROUP, LLC (Overland Group)

By: DocuSigned by:
Jacob Stauffer Date: 7/23/2024
C783614A90364CC...
Jacob Stauffer
Managing Member
The Overland Group, LLC

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

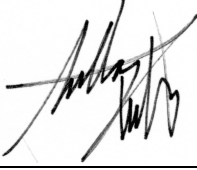
Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By:  _____ Date: 7/29/24
Anthony Rubano, DSHPO for
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

Appendix A. Village of Norris City Architectural History Survey Area

