

MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER (IL SHPO)
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 CFR § 800.5(e)(4)

REGARDING THE CONSTRUCTION OF A NEW GREAT LAKES METRA STATION
IN NORTH CHICAGO, ILLINOIS

WHEREAS, the FTA proposes to construct a new station adjacent to the existing station near the Great Lakes Naval Training Base in North Chicago, Illinois; and

WHEREAS, the FTA, in consultation with the IL SHPO, has determined that due to the existing site layout, accessibility issues, and program requirements, continued use of the existing Great Lakes Metra Station for commuter purposes is not a prudent and feasible alternative. (See Attachment 1); and

WHEREAS, Metra, the Commuter Rail Division of the Regional Transportation Authority, which provides commuter service to and from the Great Lakes Metra Station, proposes to use federal funds to execute the proposed undertaking, and will be responsible for letting contracts related to the proposed undertaking; and

WHEREAS, the Union Pacific Railroad owns the existing Great Lakes Metra Station; and

WHEREAS, the FTA has established the Great Lakes Metra Station's area of potential effects, as defined at 36 CFR § 800.2(c), to be the station building; and

WHEREAS, the FTA has determined that construction of a new Great Lakes Metra Station will have effects on the existing station building, as determined by the Illinois State Historic Preservation Officer (See Attachment 1); and

WHEREAS, the FTA, pursuant to 36 CFR § 800.4(c), has determined that the above-referenced property is eligible for inclusion in the National Register of Historic Places; and

WHEREAS, the FTA consulted with the IL SHPO in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470 (NHPA), and its implementing regulations (36 CFR Part 800) to resolve the adverse effect of construction of a new Great Lakes Metra Station on historic properties; and

WHEREAS, the FTA and the IL SHPO have also invited the Union Pacific Railroad and Metra to participate in the consultation and to concur in this MOA; and

WHEREAS, the FTA has determined that it is infeasible to use the existing Great Lakes Metra

Station to carry out the purposes of the undertaking in accordance with Section 110(a)(1) of NHPA;
and

WHEREAS, the FTA has determined that it is not practicable to implement alternatives for use of the existing Great Lakes Metra Station, in accordance with Section 111(a) of NHPA; and

WHEREAS, the existing Great Lakes Metra Station is currently occupied by tenants, who may be relocated to a new Great Lakes Station building; and

WHEREAS, upon the acceptance of this MOA by the Advisory Council for Historic Preservation and implementation of the MOA's stipulations, and upon FTA's decision to proceed with construction of the new Great Lakes Metra Station, Metra intends to begin construction of the new station;

NOW, THEREFORE, the FTA and the IL SHPO agree that, upon acceptance of this MOA by the Advisory Council on Historic Preservation (Council), and upon FTA's decision to proceed with construction of a new Great Lakes Metra Station, FTA shall ensure that the following stipulations are implemented in order to take into account the effects of construction of a new Great Lakes Metra Station on historic properties;

FTA shall ensure that the following stipulations are implemented:

Stipulation #1: Definition of Parties

For the purposes of this MOA the term "parties to this MOA" means FTA, the IL SHPO, and the Council, each of which has authority under 36 CFR 15 800.5(e)(6) to terminate the consultation process, plus the Union Pacific Railroad and Metra upon their written concurrence in the MOA.

Stipulation #2: Provision for the IL SHPO to establish recordation standards

Prior to demolition or relocation of the existing Great Lakes Metra Station Building, FTA, in coordination with Metra, shall contact the IL SHPO to determine what level and kind of recordation is required for the property. FTA, in coordination with Metra, shall ensure that the building is recorded in accordance with the Illinois Historic American Buildings Survey/Historic American Engineering Record (IL HABS/HAER) standards. FTA, in coordination with Metra, shall ensure that all documentation is completed and accepted by the IL SHPO prior to demolition or relocation of the Great Lakes Metra Station Building. FTA, in coordination with Metra, shall ensure that copies of this documentation are made available to the IL SHPO.

Stipulation #3: Marketing

FTA, in coordination with the Union Pacific Railroad and Metra, and in consultation with the IL SHPO, shall ensure that a plan is prepared for marketing the Great Lakes Metra Station building. FTA, in coordination with the Union Pacific Railroad and Metra, shall ensure that the marketing plan

includes the following elements:

1. An information package about the Great Lakes Metra Station Building, including but not limited to:
 - a. Photographs of the property;
 - b. A parcel map;
 - c. Information on the property's historic significance;
 - d. Information on property's cost;
 - e. Information on tax benefits for rehabilitation of historic properties;
 - f. Notification that the purchaser shall be required to move the property;
 - g. Notification that the purchaser shall be required to rehabilitate and maintain the property in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Properties (U.S. Department of the Interior, National Park Service, 1992);
 - h. Notification that the covenant entitled, Architectural Covenant, dated February 4, 1999, and attached hereto as Attachment 2 shall be included in the documents transferring the property to the purchaser;
and
 - i. Notification that the covenant entitled, Relocation Covenant, dated February 4, 1999, and attached hereto as Attachment 3 shall be included in the documents transferring the property to the purchaser.

2. A distribution list of potential purchasers or transferees.
 3. An advertising plan and schedule.
 4. A schedule for receiving and reviewing offers.
- B. Upon the IL SHPO's agreement with the marketing plan or after resolution of any disagreement in accordance with stipulation #5, FTA, in coordination with the Union Pacific Railroad and Metra shall implement the marketing plan.
- C. In consultation with the IL SHPO, FTA, in coordination with the Union Pacific Railroad and Metra, shall review each offer it receives in response to the marketing plan and select one that meets the following requirements:
1. The offer provides for relocation and rehabilitation of the property as stipulated in the marketing package;
 2. The offerer has the financial and technical ability to carry out the terms of the offer; and;
 3. The offerer agrees to accept transfer of the property with the covenant(s) attached hereto as Attachment 2 and Attachment 3, subject to subparagraph D below.
- D. If the Union Pacific Railroad, as owner of the property, receives no offer within ninety (90) days of implementing the marketing plan that FTA, Metra, and the Union Pacific Railroad

determine conforms to the requirements of subparagraph C above, FTA, in coordination with the Union Pacific Railroad and Metra, and, in consultation with the IL SHPO may modify the requirements and re-offer the property, or may demolish the property. Should the IL SHPO not agree with the decision of FTA regarding the property, FTA shall implement Stipulation #5 to resolve objections.

Stipulation #4: Moving

- A. FTA, in coordination with Metra, shall ensure that the Great Lakes Metra Station Building is moved in accordance with the approaches recommended in Moving Historic Buildings (John Obed Curtis, 1979, American Association for State and Local History), in consultation with the IL SHPO, by a professional mover who has the capability to move historic structures properly.
- B. After the selected offerer has proposed a site to which the Great Lakes Metra Station building will be moved, FTA, in coordination with Metra, shall ensure the new site for the Great Lakes Metra Station building is appropriate to the character of the Great Lakes Metra Station Building, that the Great Lakes Metra Station Building is visually and otherwise compatible with the surroundings of its new site, and that relocation to the site does not adversely affect any archaeological or other historic property occupying the proposed new site. FTA, in coordination with Metra, shall ensure that the new site is selected in consultation with the IL SHPO, and shall take the IL SHPO's comments on the new site into account in reaching a

final decision about use of such site.

- C. Before the Great Lakes Metra Station Building is moved, FTA, in coordination with Metra, shall ensure that it is documented in its existing setting and context in accordance with the documentation plan entitled "Great Lakes Metra Station Written Historical and Descriptive Data, Plans and Photographs: IL HABS No. L-1998-2", dated March, 1999.
- D. FTA, in coordination with the Union Pacific Railroad and Metra, shall ensure that the Great Lakes Metra Station Building is properly secured and protected during the period it is unoccupied on its existing and new sites.
- E. Prior to the Great Lakes Metra Station Building's relocation, the Union Pacific Railroad, as owner of the property, shall execute a contract with the recipient of the property, if any, ensuring that after the Great Lakes Metra Station Building is relocated, the recipient of the property, if any, will accept title to the Great Lakes Metra Station Building subject to the covenant(s) referenced in Stipulation #4.

Stipulation #5: Resolving Objections

- 1. Should any party to this MOA object in writing to FTA regarding any action carried out or proposed with respect to the Great Lakes Metra Station or implementation of this MOA, FTA shall consult with the objecting party to resolve the objection. If after initiating such

consultation FTA determines that the objection cannot be resolved through consultation, FTA shall forward all documentation relevant to the objection to the Council, including FTA's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

- a. Advise FTA that the Council concurs in FTA's proposed response to the objection, whereupon FTA will respond to the objection accordingly;
 - b. Provide FTA with recommendations, which FTA shall take into account in reaching a final decision regarding its response to the objection; or
 - c. Notify FTA that the objection will be referred for comment pursuant to 36 CFR 15 800.6(b), and proceed to refer the objection and comment. The resulting comment shall be taken into account by FTA in accordance with 36 CFR 15 800.6(c)(2) and § 110(1) of NHPA.
2. Should the Council not exercise one of the above options within 30 days after receipt of all pertinent documentation, FTA may assume the Council's concurrence in its proposed response to the objection.
 3. FTA shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; FTA's

responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

4. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to this MOA be raised by a member of the public, FTA shall notify the parties to this and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.

Stipulation #6: Amendments, Termination

Any party to this MOA may propose to FTA that the MOA be amended, whereupon FTA shall consult with the other parties to this MOA to consider such an amendment. 36 CFR § 800.5(e) shall govern the execution of any such amendment.

- a. The parties to this MOA may amend its terms, and the provisions of any attachment hereto, by completing and signing the form provided as Attachment 4.
- b. Upon execution of the amendment, each party with attach a copy of the fully executed form to that party's copy of this agreement, and will enter the amendment number and date in the spaces provided on the form and on the upper-right-hand corner of the first page of this MOA.

1. If FTA determines that it cannot implement the terms of this MOA, or if the Council or the IL SHPO determines that the MOA is not being properly implemented, FTA or the IL SHPO may propose to the other parties to this MOA that it be terminated.
2. The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.
3. Should such consultation fail, FTA or the IL SHPO may terminate the MOA by so notifying all parties.
4. Should this MOA be terminated, FTA shall either:
 - a. Consult in accordance with 36 CFR § 800.5(e) to develop a new MOA; or
 - b. Request the comments of the Council pursuant to 36 CFR § 800.5(e)(6).

Execution of this MOA by FTA and the IL SHPO, its subsequent acceptance by the Council, and implementation of its terms evidence that the FTA has afforded the Council an opportunity to comment on the construction of a new Great Lakes Metra Station and its effects on historic properties, and that FTA has taken into account the effects of construction of a new Great Lakes Metra Station on historic properties.

FEDERAL TRANSIT ADMINISTRATION

By: Ronald Simon Date: 7-9-99

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: June E. Hoot Date: 6-25-99

CONCUR:

UNION PACIFIC RAILROAD

By: Michael W. Payne Date: 6/18/99

METRA

By: David C. Hoff Date: 6/19/99

ACCEPTED: ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: [Signature] Date: 8/4/99



Illinois Historic
Preservation Agency

1 Old State Capitol Plaza • Springfield, Illinois 62701-1507 • (217) 782-4836 • TTY (217) 524-7

Lake County
North Chicago

METRA - Proposed Demolition and Construction of New Station
Great Lakes Station, South of Buckley Road
METRA #2665
IHPA Log #13112196

June 26, 1998

Jack A. Groner, Director
METRA
Grant Development & Programming
547 W. Jackson Boulevard
Chicago, IL 60661

Dear Mr. Groner:

We have reviewed the response to our letter of April 8, 1998 regarding the proposed demolition of the Great Lakes Metra Station. The information provided answered our questions regarding various issues. The opportunity to meet with you, Mr. V. Clayton Weaver and Ms. Janice Reid at the station on June 18 was helpful in providing our office with a better understanding the the station, its setting and the issues and requirements Metra is facing in addressing the development of a new facility.

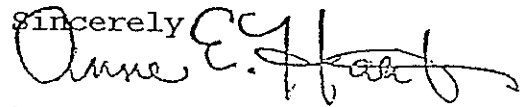
Based upon the documentation provided and the site visit, it does not appear that the existing site layout, accessibility issues and program requirements make it prudent and feasible for Metra to continue using the existing station. Therefore, our office is agreeable to accepting the adverse effect that demolishing the station will have on this historic property and the development of a Memorandum of Agreement (MOA) to mitigate the adverse effect.

The MOA should contain stipulations for recordation of the historic station in accordance with Illinois Historic American Buildings Survey/Historic American Engineering Recordation (IL HABS/HAER) Standards. The document should also have stipulations for the marketing of the historic station and possible relocation. Since Union Pacific owns the station, it may be necessary for them to be a concurring party to the agreement.

June 26, 1998
Great Lakes
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Enclosed is a copy of the IL HABS/HAER Standards and Commentary and guidance for developing MOAs. Please contact our office regarding the IL HABS number and the scope of work for the recordation project. Also, if you need any assistance in drafting the MOA let us know. If you have any questions, please contact Tracey A. Sculle, Cultural Resource Manager, at 217/785-3977.

Sincerely



Anne E. Haaker
Deputy State Historic
Preservation Officer

enclosures

AEH:TAS

c: Thomas Weaver, METRA
Janice Reid, METRA
Paul Fish, FTA
Don Klima, ACHP

ARCHITECTURAL COVENANT

In consideration of the conveyance of certain real property, hereinafter referred to as the existing Great Lakes Metra Station, located in the City of North Chicago, Lake County, State of Illinois:

1. The grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to maintain and preserve the existing Great Lakes Metra Station in accordance with the recommended approaches of the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (National Park Service, 1992) in order to preserve and enhance those qualities that make the existing Great Lakes Metra Station eligible for listing on the National Register of Historic Places.
2. No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken on the existing Great Lakes Metra Station building which would affect the historic architectural features of the existing Great Lakes Metra Station without consultation and the express prior written permission of the Illinois Historic Preservation Agency (IHPA) or a fully authorized representative thereof.
3. The IHPA shall be permitted at all reasonable times to inspect the existing Great Lakes Metra Station in order to ascertain if the above conditions are being observed.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the IHPA may, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the existing Great Lakes Metra Station.
5. The grantee agrees that the IHPA may at its discretion, convey and assign all or part of its rights and responsibilities contained herein to a third party.
6. This covenant is binding on the grantee, its heirs, successors and assigns in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of the fee simple title or any other lesser estate in the existing Great Lakes Metra Station or any part thereof.
7. The failure of the IHPA to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.
8. The IHPA may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors or assigns.

The covenant shall be binding servitude upon the existing Great Lakes Metra Station and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

RELOCATION COVENANT

In consideration of the conveyance of certain real property, hereinafter referred to as the existing Great Lakes Metra Station building, located in the City of North Chicago, Lake County, State of Illinois:

No relocation of the existing Great Lakes Metra Station building may take place until construction of the new Great Lakes Station building by Metra is complete.

The covenant shall be binding servitude upon the existing Great Lakes Metra Station and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

AMENDMENT FORM

AMENDMENT #

DATE:

TO THE MEMORANDUM OF AGREEMENT
BETWEEN THE
FEDERAL TRANSIT ADMINISTRATION (FTA) AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER (IL SHPO)
SUBMITTEE TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 CFR § 800.5(e)(4)
REGARDING THE CONSTRUCTION OF A NEW GREAT LAKES METRA STATION
IN NORTH CHICAGO, ILLINOIS

1. Need for Amendment:

2. Amendment:

FEDERAL TRANSIT ADMINISTRATION

By: _____ Date: _____

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____

CONCUR:

UNION PACIFIC RAILROAD

By: _____ Date: _____

METRA

By: *Sam C. [Signature]* Date: 6/19/99

ACCEPTED: ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____