

**MEMORANDUM OF AGREEMENT AMONG
OAK BROOK COMMONS LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION OF
A MIXED-USE DEVELOPMENT AT
2111 MCDONALD'S DRIVE IN
OAK BROOK, ILLINOIS
(SHPO LOG #008051619)**

WHEREAS, Oak Brook Commons LLC (Owner) plans to demolish the McDonald's Corporation headquarters building at 2111 McDonald's Drive (Building) and construct a mixed-use development on the site in Oak Brook, DuPage County, IL; 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, the Owner has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the Office currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, on July 9, 2019 the SHPO determined that the Building is individually eligible for the National Register of Historic Places (NRHP) under criterion A at the national level of significance and criterion C at the local level of significance; and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on the Building 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 NRHP-eligible Building 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 Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. Prior to the completion of the Undertaking, the Owner will ensure that the following Historic American Building Survey (HABS) recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is completed by the Contractor. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, and exterior digital images of the Building. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. 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. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.
- c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of I.A.1.a, b, and c, 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 information necessary to complete HABS recordation has been collected, the demolition of the Building may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans, as defined by HABS and digitally drawn, of the Building in its current condition 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).

- b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS standards.
 - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HABS staff.
 - d. Narrative and description. A written historic narrative and an architectural description of the Building using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - e. Original and/or historic drawings. Any original and/or historic drawings of the Building 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 must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
- B. Context essays printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
- 1. Overview history of the McDonald's Corporation with a focus on its establishment of a suburban office campus in the early 1970s to manage

its fast-foot empire, which defined significant patterns in 20th-century American life.

2. Architecture of post-World War II suburban business parks in general and the design of the McDonald's Headquarters Building/Corporate Campus in Oak Brook.
 3. Significance of Salvatore Balsamo, original architect of the Building, and William Pulgram, original interior designer of the Building.
- C. Draft submission. The Contractor shall email in pdf format and mail a hardcopy of the 95% draft of the items in I.A.2.a through g and I.B.1, 2, and 3 to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor will complete the final documentation as directed in I.D.
- D. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
- a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h and items I.B.1, 2, and 3
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h and items I.B.1, 2, and 3 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.

II. DURATION

This Agreement shall terminate 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 VI 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, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20

ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human skeletal remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Every six (6) months following the execution of this Agreement until it expires or is terminated, the 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 the 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, 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.

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.

IX. EFFECTIVE DATE

This Agreement is effective on the date signed by the Owner.


EXECUTION of this Agreement and the 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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SIGNATORY

OAK BROOK COMMONS LLC (Owner)

Signature:  Date: 8/13/2019

Name: DAVID BACH

Title: MANAGING DIRECTOR

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Colleen Callahan Date: 8-27-19
Colleen Callahan, Director and State Historic Preservation Officer
Illinois Department of Natural Resources

APPROVED FOR EXECUTION

Date: 8/23/2019
Legal Counsel: [Signature]