

**MEMORANDUM OF AGREEMENT AMONG  
HJS DEVELOPMENT, LLC  
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE ROCKFORD SPEEDWAY, 1601 W. LANE ROAD IN LOVES  
PARK, ILLINOIS (SHPO LOG #009031622 )**

**WHEREAS**, HJS Development, LLC (Owner) plans to undertake the demolition and redevelopment of the Rockford Speedway at 1601 W. Lane Road in Loves Park, Illinois into a mixed-use development; and

**WHEREAS**, the demolition and redevelopment 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 redevelopment involves a two-phase project whereby the Rockford Speedway racetrack will be demolished in the second phase, which may require additional permits; and

**WHEREAS**, any additional permits associated with the two-phase redevelopment will be considered part of this undertaking and consultation; and

**WHEREAS**, the Owner has consulted with the Illinois State Historic Preservation Office, a Division of the Illinois Department of Natural Resources (IDNR) (Office), pursuant to the Act; and

**WHEREAS**, the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

**WHEREAS**, on March 30, 2022, the SHPO determined that the Rockford Speedway is eligible to be listed on the National Register of Historic Places (NRHP) under criterion A; and

**WHEREAS**, the SHPO has determined that the Undertaking will have an adverse effect on the Rockford Speedway that is eligible to be listed on 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 property.

**STIPULATIONS**

**I. MITIGATION (HIBS)**

**A. Recordation**

1. 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](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete a historical narrative and video recordation according to the measures described below.

2. The Owner will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
3. The recordation includes the following elements:
  - a. A written narrative, detailing the history of Rockford Speedway and its importance to the community and to the sport of racing.
  - b. Digital photos (including any representative historic photos, integrated into the narrative section.
  - c. A video of the Speedway, imbedded in the digital version of the narrative.
  - d. Sketch plans.
4. The Owner shall assist the Contractor in providing photos and local/family historical details about the Rockford Speedway buildings and to assist in the creation of the recordation.
5. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.
6. Fieldwork, in the form of a site visit, draft photography, measurements, and final photography must take place before the demolition of buildings and improvements may commence.
7. Upon completion of draft photography, 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 final recordation photographs to complete recordation have been collected, the demolition may commence.
8. The Contractor shall prepare and email a 95% draft of the HIBS recordation in .pdf format to the SHPO for review and comment. When the SHPO accepts the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation.
9. Upon completion of the final documentation, the Owner

and/or Contractor shall submit the recordation to the SHPO, in digital format, for display on the SHPO website.

B. Additional Mitigation

The Owner shall provide a paper and digital copy of the recordation to the Midway Village Museum at 6799 Guilford Road, Rockford, IL for accession to collections and display on the Museum website.

II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied, or it is amended or terminated and replaced. 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 ENCOUNTERS

If potential historic properties are encountered 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 encounter of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the SHPO, and comply with the Human Remains Protection Act (20 ILCS 3440), as amended, 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, 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.

A. The Owner'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.

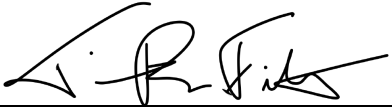
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

**MEMORANDUM OF AGREEMENT AMONG  
HJS DEVELOPMENT, LLC  
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE ROCKFORD SPEEDWAY, 1601 W. LANE ROAD IN LOVES  
PARK, ILLINOIS (SHPO LOG #009031622)**

**SIGNATORY**

HJS DEVELOPMENT, LLC

Signature:  Date: September 7, 2023

Name: T. Ryan Fitzgerald

Title: Agent

**MEMORANDUM OF AGREEMENT AMONG  
HJS DEVELOPMENT, LLC  
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE ROCKFORD SPEEDWAY, 1601 W. LANE ROAD IN LOVES  
PARK, ILLINOIS (SHPO LOG #009031622)**

**SIGNATORY**

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT AMONG  
HJS DEVELOPMENT, LLC  
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE ROCKFORD SPEEDWAY, 1601 W. LANE ROAD IN LOVES  
PARK, ILLINOIS (SHPO LOG #009031622)**

**SIGNATORY**

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 09/07/2023  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources