

**MEMORANDUM OF AGREEMENT AMONG
THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, THE ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING RENNOVATIONS TO 3S501 NAPERVILLE RD. IN WHEATON,
ILLINOIS (DANADA HOUSE)
(SHPO LOG #016070824)**

WHEREAS, the Forest Preserve District of DuPage County (Owner) plans to undertake renovations to the Danada House at 3S501 Naperville Rd. in Wheaton, IL (Building) (Project); and

WHEREAS, the project requires funding from the Illinois Department of Commerce and Economic Opportunity (Agency), (Agency project ID #24-335037) 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, on July 8, 2024, the Owner 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 July 18, 2024, the Officer determined that the Building is eligible to be listed on the National Register of Historic Places (NRHP) for Recreation and Architecture; and

WHEREAS, on February 11, 2025, the Officer determined that no historic archaeological properties will be affected by the undertaking; and

WHEREAS, on February 7, 2025, the Officer determined that the portion of the Undertaking that involves removing historic windows will have an adverse effect on the Building that is eligible for the NRHP; and

WHEREAS, the Officer recognizes the efforts of the Owner to comply with the Act and maintain the integrity of the Building where feasible; and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the project November 8, 2022, July 11, 2023, July 18, 2023, and December 12, 2023 public meetings of the Forest Preserve District of DuPage County Board of Commissioners, agendas of which were published ahead of time on the District's website. No public comments were received related to the project.

WHEREAS, the Owner has consulted with Friends of Danada, a local 501c3 organization, throughout the project and Friends of Danada will participate as a Concurring Party; and

NOW, THEREFORE, the Owner, the Agency, 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

The Owner shall ensure the following mitigation activities are completed and approved by the Officer:

- A. All replacement windows maintain their original proportions to preserve the historic character of the Danada House.
- B. The bay-style window on South elevation and circular “ship” style windows throughout the house restored to the original design.
- C. The original detail of the bulkhead, below the kitchen window, revised to ensure the frame and panel woodwork is reconstructed to match the original historic design.
- D. Make historical information about the Danada House accessible to the public through multiple sources that include:
 - 1. The Forest Preserve District of DuPage County Website
 - 2. The Danada House Venue Website
 - 3. The Friends of Danada Website
- E. Provide a 1938 map of the Danada Farms Estate and 1939 original constructions drawings of the Danada House by Philip Maher to the Officer for display on the IDNR website.
- F. The Owner may begin the Project upon execution of this Agreement.

II. DURATION

This Agreement shall be effective until two (2) years from the date of execution of this agreement, or 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 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, the Owner 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, 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 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 #016070824)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 5/6/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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SIGNATORY

THE FOREST PRESERVE OF DUPAGE COUNTY (OWNER)

Signature:  Date: 04-22-2025

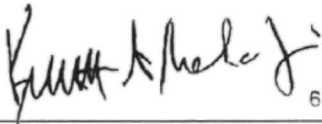
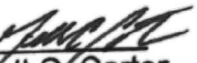
Name: Daniel Hebreard

Title: President

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SIGNATORY

**THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
(DCEO)**

Signature:  6 By 
Garrett C. Carter
General Counsel Date: 5/17/2025

Name: Kristin Richards

Title: Director

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CONCURRING PARTY

FRIENDS OF DANADA

By: Deborah P. Buech Date: 4-28-25
Executive Director