MEMORANDUM OF AGREEMENT
BETWEEN THE
FEDERAL DEPOSIT INSURANCE CORPORATION AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

WHEREAS, the Federal Deposit Insurance Corporation (FDIC) has determined that permitting the construction of a new branch bank facility in Winchester, IL is an undertaking which will have an adverse effect on the Winchester Historic District, a property listed on the National Register of Historic Places, and has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations that govern Section 106 of the National Historic Preservation Act of 1966, as amended, and;

WHEREAS, Archeological investigations have been completed at the site, and the SHPO concurs that no archeological resources exist on the site that contribute to the significance of the Historic District, and;

WHEREAS, the Farmer's State Bank of Pittsfield (the Bank) has been a consulting party to this agreement, and has agreed to concur with and abide by the stipulations of this agreement;

NOW, THEREFORE, FDIC and the SHPO agree that the undertaking shall be implemented in accordance with this agreement in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

FDIC shall ensure that the following measures are implemented:

A. The following recordation measures shall be carried out for the buildings located at 39 East Cherry Street and 9 North Walnut Street, Winchester:

1) Photographic documentation of the buildings to Historic American Building Survey (HABS) Level 3 standards on large format, archivally stable photos and negatives. These photos shall be keyed to a scale site plan.

2) The photos and negatives shall include Illinois HABS identification, which will be provided by the SHPO. Negatives and photos shall be labelled in accordance with HABS standards.

3) A five to ten page double spaced narrative shall be prepared to HABS standards placing the buildings in historical context with the Winchester Historic District.

4) The documentation shall be packaged and delivered to the SHPO in accordance with HABS standards. The documentation must be accepted by the SHPO in writing prior to initiation of relocation or demolition of the historic structures.

B. The Bank shall, in consultation with the SHPO, market the buildings located at 29 E. Cherry and 9 N. Walnut in order that the buildings may be moved off-site.

1) The marketing of the buildings shall be for a period not less than thirty days after all parties sign this agreement.

2) The buildings will be offered for compensation not to exceed one dollar. If multiple bids are submitted, the buildings may go to the highest bidder.

3) If the buildings are successfully marketed, the Bank shall give monetary aid the Buyer(s) in moving the buildings with an amount equal to previously estimated demolition costs.

   a) The Bank's total expenditure in moving the buildings shall not exceed Five Thousand Two Hundred dollars ($5,200).

   b) If both properties are successfully marketed, the total expenditure shall be evenly divided between the Buyers of the properties to assist in moving the buildings.

   c) If only one property is successfully marketed, the total amount may be expended on moving that property.

4) Unless otherwise negotiated, successful Buyers must move the structures off the proposed new bank facility site within 20 working days after the 30 day marketing period expires.

5) Any new location for the buildings shall be approved by the SHPO. If possible, the buildings shall be moved within the Winchester historic district boundaries. If the Bank and the SHPO agree that a suitable location within the district is unavailable, a site outside the district boundaries may be acceptable.

6) The buildings shall be moved in accordance with the recommended approaches of "Moving Historic Buildings" (John Obed Curtis, U.S. Department of the Interior, 1979). Moving plans shall be developed in consultation with and accepted by the SHPO.

C. If no offers to move the structures mutually acceptable to the Bank and the SHPO are made within 30 days, the Bank may proceed with the project as proposed after notifying the SHPO in writing.

D. The new branch bank facility shall be designed and constructed by the Bank in accordance with the recommended approaches of the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings"(SIS) standards Nine and Ten (National Park Service, 1990). Preliminary and final plans and specifications for the design shall be provided to the SHPO for review and comment prior to initiation of construction activities to ensure adherence to the SIS.

E. The non-historic building located at 26 E. Cherry may be demolished, and site preparation for the new facility and ancillary development may proceed immediately subsequent to all parties signing this agreement, provided such activities do not interfere with any potential to move the historic structures, and presents no possibility of damage to the historic structures.

F. Should the FDIC, SHPO or the Bank object within 10 days to plans, marketing offers, contracts or any other actions provided for in this agreement or to the manner in which this agreement is being implemented, the FDIC shall consult with the objecting party to resolve the objection. If, within 10 working days the FDIC determines that the objection cannot be resolved, the FDIC shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council). Within 15 days of receipt of all pertinent documentation, the Council shall:

1) Provide the FDIC with recommendations that FDIC will take into account in reaching a final decision regarding the dispute or;

2) Notify the FDIC that it will comment pursuant to 36 CFR 800.6(b) and proceed to comment. Any Council comment provided in response to such a request shall be taken into account by the FDIC in accordance with 800.6(c)2 with reference to the subject of the dispute.

Any recommendation or comment provided by the Council pursuant to this stipulation is understood to pertain only to the subject of the dispute; all responsibilities stipulated under the remainder of this Agreement will be unchanged.

G. Any party to this Agreement may request that it be amended, whereupon the parties shall consult in accordance with 36 CFR 800.5(5).

Execution of this Memorandum of Agreement by FDIC and the SHPO; its acceptance by the Advisory Council on Historic Preservation; and implementation of its terms evidence that FDIC has afforded the Council an opportunity to comment on the new branch bank construction, its effects on historic properties, and that FDIC has taken into account the effects of the undertaking on historic properties.

FEDERAL DEPOSIT INSURANCE CORPORATION

BY: [signature] Date: 5-19-94

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

BY: [signature] Date: 5-9-94

FARMER'S STATE BANK OF PITTSFIELD

CONCUR: [signature] Date: 5/10/94
its President

ACCEPTED for the Advisory Council on Historic Preservation

BY: [signature] Date: 7/11/94

Advisory Council On Historic Preservation

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

Ms. Simona L. Frank
Regional Director
Federal Deposit Insurance Corporation
30 South Wacker Drive, Suite 3100
Chicago, IL 60606

REF: Establishment of new branch of Farmers State Bank,
Winchester, IL

Dear Ms. Frank:

The enclosed Memorandum of Agreement for the referenced project has been accepted by the Council. This acceptance completes the requirements of Section 106 of the National Historic Preservation Act and the Council's regulations. A copy of the Agreement has also been sent to the Illinois State Historic Preservation Officer.

We appreciate your cooperation in reaching a satisfactory resolution of this matter. Should you have any questions, please contact Rebecca Johnson Rodgers at (202) 606-8505.

Sincerely,

Don L. Klima
Director
Eastern Office of Review

Enclosure

FAX COVER LETTER

Grigsby Professional Corporation
Lewis M. Grigsby, Sr., Attorney At Law
130 S. Monroe Street
Pittsfield, IL 62363

Date: 7/12/94

To: ANN HAACKER

Company: ILL-SHPO

Fax Number: 524-7525

Number of Pages Including Cover Sheet: 3

From: Lew Grigsby Sr.

Telephone Number:

IF YOU EXPERIENCE ANY PROBLEMS WITH THIS TRANSMISSION, PLEASE CALL:
(217) 285-5545
FAX: (217) 285-2437

Comments or Message:

Dear Ann,

Hooray! Hopefully, we'll receive the "go ahead" from FDIC this week. Who do we contact about advertising the house for sale and how should the newspaper notice read? We'll want to start just as soon as possible upon receiving approval by FDIC.

Many thanks,

Lew