

**MEMORANDUM OF AGREEMENT AMONG
VIJAY AND SHIRAZ KOTTE,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF 445 SHERIDAN RD. IN WINNETKA, ILLINOIS
(SHPO LOG #003110624)**

WHEREAS, Vijay and Shiraz Kotte (Owners) plan to undertake the demolition of 445 Sheridan Rd. in Winnetka, Illinois (Building) and construction of a single-family residence at the same address (Project); 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 Owners have 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 November 7, 2024, the Officer determined that the Building at 445 Sheridan Rd. in Winnetka is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C for Architecture at the state and local level, with a period of significance of 1912 (year of construction) to present; and

WHEREAS, the Owners intended to rehabilitate the Building but were unaware of the accumulation of several years of window leaks and water damage, making demolition of the Building a more feasible option; and

WHEREAS, on November 7, 2024, the Officer determined that no historic archaeological properties are known to exist at the Building location; and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

WHEREAS, on May 20, 2024, 1) notice of the Undertaking and adverse effect and 2) an opportunity to comment was posted in the Chicago Tribune; and

WHEREAS, on June 3, 2024, the Winnetka Historical Society sent a mail notification of the

adverse effect determination and opportunity to comment to property owners within 250 feet of the project area. Two written comments were received; and

WHEREAS, as part of the local regulatory process, the Winnetka Historical Society and Village of Winnetka Landmark Preservation Commission required the Owners to 1) complete a Historic and Architectural Impact Study (HAIS) and 2) abide by a 270-day demolition delay, beginning Feb. 5, 2024, and ending November 1, 2024, before demolition could be approved. The Owners complied with local regulations and the HAIS was completed on June 10, 2024; and

NOW, THEREFORE, the Owners, IEPA, 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 Owners 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 a context statement on Mission Revival architectural style according to the measures described below.

- A. The statement will provide a brief history of the development of the style in the western United States and its migration to the Midwest.
- B. The statement will document the style's local context, development, and use within the geographic parameters during the period of significance (1890-1920). This will include a description of the contributions of individuals or groups and present factors outside the local area that influenced the theme.
- C. As the subject property is within the North Shore community of Winnetka in Cook County, Illinois, the geographic parameters have been limited to the surrounding North Shore communities within Cook County, including Winnetka, Glencoe, Kenilworth, Wilmette, Glenview, Northbrook, and Evanston.
- D. Upon Officer confirmation in writing that all information necessary to complete the context statement has been collected, the Project may commence.
- E. A 95% completed draft of items I.A, I.B, and I.C. shall be supplied to the Officer, in digital format, for approval.
- F. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the context statement any comments that the Officer provides and complete the final documentation.
- G. Upon completion of the final documentation, the Agency and/or Contractor shall submit a digital version of the context statement for upload to the SHPO website and to the Winnetka Historical Society.

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 Owners may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owners 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 Owners 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 Owners 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, Owners 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 Owners' 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 Owners 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 Owners' 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]

**MEMORANDUM OF AGREEMENT AMONG
VIJAY AND SHIRAZ KOTTE,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMLITION OF 445 SHERIDAN RD. IN WINNETKA, ILLINOIS
(SHPO LOG #003110624)**

SIGNATORY

VIJAY AND SHIRAZ KOTTE (OWNERS)

Signature:  _____ Date: Febrvary 11, 2025

Name: SHIRAZ & VIJAY KOTTE

Title: MANAGERS & OWNERS

**MEMORANDUM OF AGREEMENT AMONG
VIJAY AND SHIRAZ KOTTE,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMLITION OF 445 SHERIDAN RD. IN WINNETKA, ILLINOIS
(SHPO LOG #003110624)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 2/20/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources