

**MEMORANDUM OF AGREEMENT AMONG
NIPPON EXPRESS
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF PROPERTY AT
7N040 PINE AVENUE, BENSENVILLE, ILLINOIS
(SHPO LOG #021083019)**

WHEREAS, Nippon Express (**Owner**) or its representative plans to undertake the demolition of structures located at 7N040 Pine Avenue, Bensenville, IL (**Property**); and

WHEREAS, the project involves an Illinois Environmental Protection Agency (**IEPA**) permit, thereby making the project an Undertaking subject to review under Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et.seq.) (**Act**); and

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

WHEREAS, on December 13, 2019 the SHPO determined that the building at 7N040 Pine Avenue, Bensenville, Illinois is eligible for listing on the National Register of Historic Places (**NRHP**) making the Property an historic resource under the Act; and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on an historic resource; and

NOW, THEREFORE, the Owner, IEPA, and the SHPO agree that the Undertaking shall be authorized and implemented in accordance with the following stipulations in this Memorandum of Agreement (**Agreement**) in order to mitigate the adverse effects of this Undertaking on an historic resource.

STIPULATIONS

I. MITIGATION

A. Recordation

1. The Owner shall retain an historical contractor(s) (**Contractor**) of its choice who meets the Secretary of the Interior's Qualifications (36 CFR 61) to complete the mitigation measures described below to document the Property in accordance with the Historic American Buildings Survey Standards (**HABS**), at Level III documentation. HDP guidelines for HABS are available at

- <https://www.nps.gov/hdp/standards/habsguidelines.html>.
2. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood. The Contractor may also be required to consult with the National Park Service Heritage Documentation Program (**HDP**).
 3. The HABS number for the Property shall be assigned by the National Park Service.
 4. Sketch plans, drawn in computer assisted drafting (**CAD**) format shall be produced on archivable acid-free stable sheets.
 5. Digital black and white photography of the Structures are to include Structure site, exterior elevations, distinctive exterior architectural features and significant interior spaces and features which shall be produced on acid-free archivable stable photographic paper.
 6. Written historic narrative of the Property and a written architectural description of the Property using the HABS designated outline format shall be completed.
 7. SHPO will review the draft photos and field notes and accept or reject documentation.
 8. Upon acceptance of a draft in writing, the Contractor will complete the final documentation and deliver two (2) original documents and two (2) Gold computer disk copies:
 - a) One original document, printed on acid-free paper, and one archivable Gold computer disk shall be delivered to the National Park Service per instructions for HABS/HAER/HALS submittal at <https://www.nps.gov/hdp/standards/Transmittal.pdf>.
 - b) One original document, printed on acid-free paper and placed in an acid-free archivable box, and one archivable Gold computer disk and one original document, printed on standard plain paper, standard computer disk shall be delivered to the SHPO for storage at the Abraham Lincoln Presidential Library (**ALPL**).
 9. Upon SHPO's written acceptance of the draft HABS documentation, the Owner may commence demolition activities to the Property.

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 to the actual knowledge of Owner potential historic resources are discovered or unanticipated effects on historic resources found, the Owner shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such resources. 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

Intentionally Omitted.

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 submit the dispute to the Historic Preservation Mediation Committee as 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 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 of such consultation 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. The persons signing below certify that they have the requisite authority to execute this Agreement on behalf their respective parties

[Signature Pages to follow]

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Signatory

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Colleen Callahan Date: 3-30-2020

Name: Colleen Callahan

Title: Director, Illinois Department of Natural Resources and State Historic Preservation Officer

APPROVED FOR EXECUTION


Date: 3/30/2020 Legal

Counsel: Renee Snow

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SIGNATORY

Nippon Express (Owner)

Signature:  Date: 6 APR. 2020
: ROLAND ROCK
Title: VICE PRESIDENT