MEMORANDUM OF AGREEMENT
CONCERNING
IMPLEMENTATION OF THE
DANVILLE AREA COMMUNITY COLLEGE MASTER PLAN

WHEREAS, the U.S. Department of Education (Education) has determined that implementation of the Danville Area Community College Master Plan will have an adverse effect on the Danville Branch, National Home for Disabled Volunteer Soldiers Historic District which was listed on the National Register of Historic Places on January 30, 1992; and

WHEREAS, Education has consulted with the Illinois State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S. C. 470f); and

WHEREAS, the Danville Area Community College (DACC) participated in the consultation and has been invited to concur in this Memorandum of Agreement;

NOW, THEREFORE, Education, the SHPO, and the Council agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the Danville Branch, National Home for Disabled Volunteer Soldiers Historic District.

Attached to this Memorandum of Agreement as Appendix A and incorporated herein by reference is a map of the Historic District.

STIPULATIONS

Education will ensure that the following measures are carried out:

1. Education, in coordination with DACC shall ensure that the Master Plan will be implemented in accordance with the guidelines of Preferred Alternative Plan 2c of the Master Plan (revised 1992) (the Plan) in consultation with the Council and the SHPO. Generally, this plan shall consist of:
    a. rehabilitation of Buildings 6,7, and 8 for DACC use
    b. a new addition between buildings 6,7, and 8 with minimal impact on the existing structures
    c. construction of other new additions and new structures within the historic district as follows:

1. Child Development Center
2. Site Development including landscaping and parking lot construction

2. The Council and the SHPO will be provided an opportunity to review and comment within thirty days of receipt of complete documentation on all new construction and rehabilitation of buildings 6,7 and 8 associated with implementation of the Plan to ensure compliance with the recommended approaches of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service, 1989). Construction or rehabilitation projects outside the scope of the Plan are not to be reviewed as part of this agreement.

3. Prior to implementation of the Plan, DACC shall contact the Historic American Buildings Survey (National Park Service, Rocky Mountain Regional Office, Division of Cultural Resources, 12795 W. Alameda Parkway, Denver, Colorado, 80225) to determine the level and kind of recordation required for the property. DACC shall ensure that all documentation is completed and accepted by HABS in writing prior to implementation of the Plan, and that copies of this documentation are made available to the SHPO.

4. In consultation with the SHPO, and with prior written consent by Education or after expiration of all conditions and restrictions in the chain of title for buildings 5,9 and 10 which would otherwise restrict transfer of the property, DACC shall prepare a marketing plan which would allow for transfer of the Buildings either individually or as a package, which shall include the following elements:

a. An information package about the property, including but not limited to:

1. photographs of the property;
2. a parcel map;
3. information on the property's historic significance;
4. information on the property's cost including the provision that the DACC will forgive an amount equal to demolition towards a purchase price based on fair market value
5. information on available federal, state and local financial incentives for the rehabilitation of historic properties in cooperation with the SHPO
6. notification that the purchaser will be required to rehabilitate and maintain the property in accordance with the Standards; and
7. Notification that any adaptive re-use proposals must be compatible with the property's location on a college campus.

8. Notification of a requirement for inclusion of a restrictive covenant in the transfer document

b. DACC shall not be required to fund any positive difference between the fair market value of the properties and demolition costs, if demolition costs exeed market value.

c. Upon the SHPO's approval of the marketing package and a marketing plan within thirty days of receipt of complete documentation, DACC shall implement the plan. DACC shall review all offers in consultation with the SHPO prior to acceptance. DACC shall ensure that transfer of the property incorporates the covenant attached hereto as Appendix B.

d. If there is no acceptable offer within 24 months of initiation of the marketing plan, that will conform to the requirements of rehabilitation and maintenance the DACC, with the approval of the SHPO, may transfer or dispose of the property, including demolition thereof, without preservation covenants.

5. DACC shall ensure that Buildings 5, 9, and 10, scheduled for marketing, are secured and protected against damage, in consultation with the SHPO, until they are successfully marketed or until the market period lapses.

6. Should the SHPO and DACC disagree within 30 days to any terms proposed for implementation pursuant to this agreement, Education shall consult with the objecting party to resolve the disagreement. If Education determines that the disagreement cannot be resolved, Education shall request the further comments of the Council pursuant to 36 CFR part 800.6 (b). Any Council comment provided in response to such a request will be taken into account by Education in accordance with 36 CFR part 800.6(c)(2) with reference only to the subject of the dispute; Educations's responsibility to carry out all other actions under this agreement that are not the subjects of the dispute will remain unchanged.

Execution of this Memorandum of Agreement and implementation of its terms evidence that Education has afforded the Council an opportunity to comment on the DACC Master Plan and its effects on historic properties, and that Education has taken into account the Effects of the undertaking on historic properties.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: Robert D. Bush DATE: 12/08/92

Robert D. Bush, Executive Director

U.S. DEPARTMENT OF EDUCATION

BY: Robert Prager DATE: 7-21-92

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

BY: William L. Wheeler DATE: 6-4-92

Concur:
DANVILLE AREA COMMUNITY COLLEGE

BY: Harry J. Brown DATE: 7-7-92

NPS Form 10-900-a
(8-86)

OMB Approval No. 1024-0018

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Danville Branch, National Home for Disabled Volunteer Soldiers Historic District, Vermilion County, Illinois

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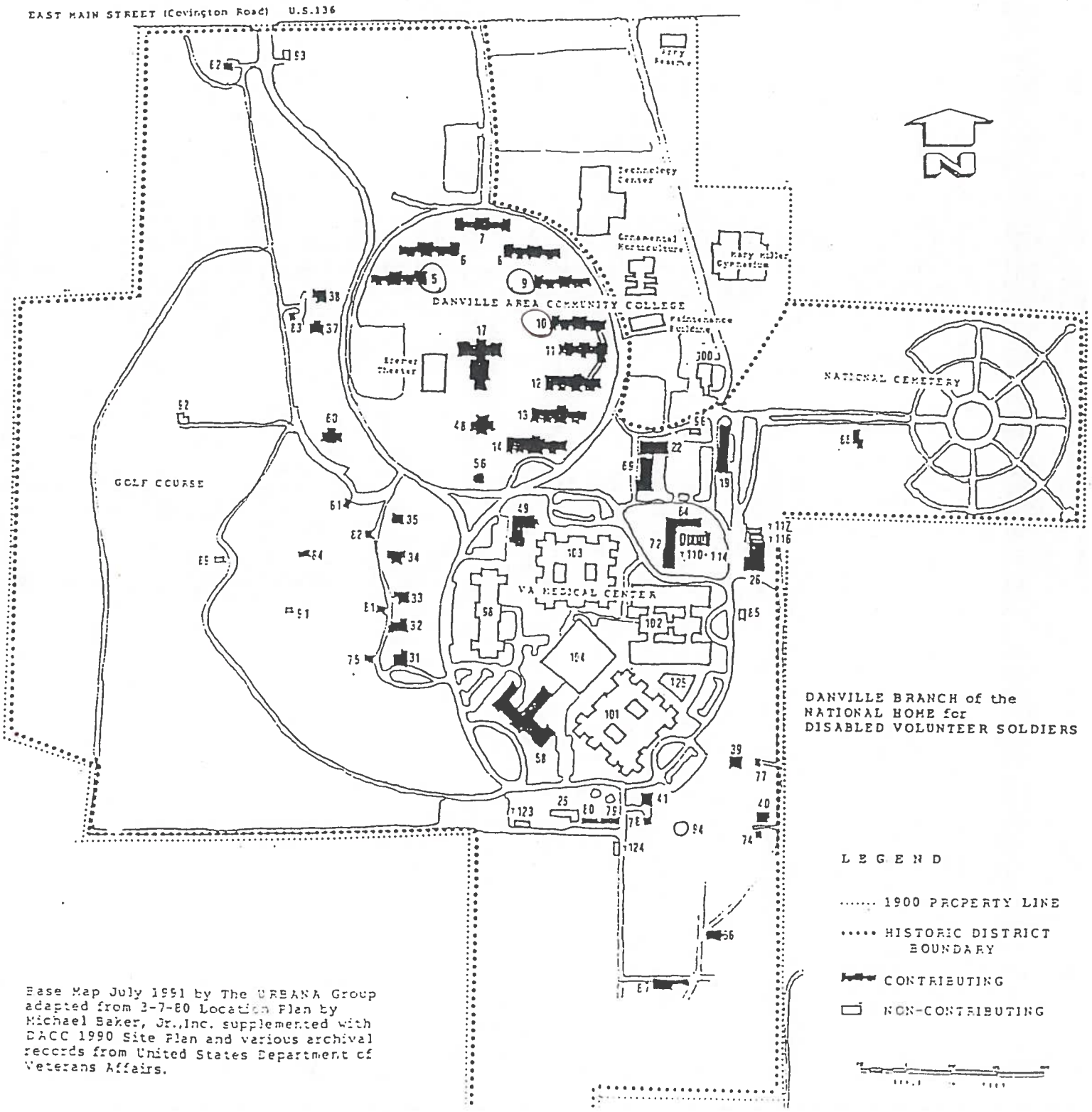

Base Map July 1991 by The URBANA Group adapted from 3-7-80 Location Plan by Michael Baker, Jr.,Inc. supplemented with DACC 1990 Site Plan and various archival records from United States Department of Veterans Affairs.

APPENDIX B

In consideration of the conveyance of certain real property, Buildings 5, 9, and 10 on the Danville Area Community College Campus, located at 2000 East Main Street, in the City of Danville, County of Vermilion, State of Illinois and legally defined as

(Plat of Survey--legal description attached)

1. The grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to maintain and preserve these buildings in accordance with the recommended approaches of the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (National Park Service, 1990) in order to preserve those qualities that make these buildings eligible for listing in the National Register of Historic Places.

2. No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken on these buildings that would affect the historic architectural features of the buildings without consultation with and permission of the Illinois State Historic Preservation Officer (SHPO) or a fully authorized representative thereof

3. The SHPO shall be permitted at all reasonable times to inspect the buildings in order to ascertain if the above conditions are being met.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the buildings. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

5. This covenant is binding on the grantee, its heirs, successors an assigns in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of the fee simple title or any other lesser estate in the buildings or any part thereof.

6. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.

7. The covenant shall be a binding servitude upon the buildings and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

8. The SHPO, in coordination with the Council, may for good cause modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors or assigns.