

**MEMORANDUM OF AGREEMENT AMONG  
1680 TOUHY INVESTORS, LLC,  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION AND NEW CONSTRUCTION AT  
1680 EAST TOUHY AVENUE IN DES PLAINES, ILLINOIS  
(SHPO LOG #059040918)**

**WHEREAS**, 1680 Touhy Investors (Owner) has demolished the former Hart Schaffner and Marx building at 1680 East Touhy Avenue in Des Plaines and plans to construct a new building on the site; 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) (Act); and

**WHEREAS**, the Illinois State Historic Preservation Office (SHPO) determined on November 29, 2018 that the building 1680 East Touhy Avenue was individually eligible for listing on the National Register of Historic Places (NRHP) at the local level of significance under criteria A and C; and

**WHEREAS**, the SHPO currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated State Historic Preservation Officer; and

**WHEREAS**, the responsibilities of the SHPO under the Act are (1) to assist, to the fullest extent possible, the State agencies in their identification of properties for inclusion in an inventory of historic resources, including provision of criteria for evaluation; (2) provide information concerning professional methods and techniques for preserving, improving, restoring, and maintaining historic resources when requested by State agencies; and (3) help facilitate State agency compliance with this Act; and

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

**NOW, THEREFORE**, the Owner, IEPA, and the SHPO 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 property as a result of this project.

**STIPULATIONS**

**I. RECORDATION**

- A. The Owner 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](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete the measures described below. Prior to the completion of the construction of the Undertaking, the Owner will ensure that the following HABS recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is completed by the Contractor. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.
- B. Final HABS submission. The final HABS recordation package shall consist of the following items.
1. Narrative and description. A written historic narrative and an architectural description of the Building using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
  2. Historic context. A written historic context (with illustrations, as necessary) of Hart Schaffner and Marx as a company, its development and maturity, including the period leading up to the construction of the Building through when Hart Schaffner and Marx moved its operations out of the Building, in HABS-designated format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
  3. Original and/or historic drawings. Any original, historic, or existing-condition drawings of the Building scanned at a minimum of 400 dpi, dropped full-size onto HABS title blocks, and printed on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier). The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
  4. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines. The Contractor must consult with the SHPO to select the historic images and maps for scanning and inclusion.
  5. CD/DVD. Digital versions of items I.B.1 through I.B.4 must be saved according to HABS guidance onto an archival CD/DVD.
- C. Draft HABS submission. The Contractor shall email a copy in pdf format and mail a hardcopy of the 95% draft of the items in I.B.1 and I.B.2 and copies of I.B.3 and I.B.4 to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Owner and the Contractor will complete the submission.

D. Final HABS submission. Upon completion of the final submission, the Contractor shall submit to the SHPO the following two (2) copies of the final HABS recordation packages containing items I.B.1 through I.B.5. One of the two recordation packages must be submitted in an archival clamshell. Upon final approval, the SHPO will submit one HABS recordation package to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress, and the SHPO will deposit one HABS recordation package in an archival clamshell with the Abraham Lincoln Presidential Library in Springfield, Illinois.

## II. DURATION

This Agreement will be null and void 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 V AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

## III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the Owner shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. 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, notify the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) as administered by the SHPO, which provides that no human skeletal remains shall be disturbed without a permit issued by the SHPO.

## IV. 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.

## V. 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.

## VI. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry

out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulations IV and V above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

#### VII. EFFECTIVE DATE

This Agreement is effective on the date signed by the Owner.


EXECUTION of this Memorandum of Agreement and 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.

[Signature Pages to follow]

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(SHPO LOG #059040918)**

**SIGNATORY**

1680 TOUHY INVESTORS, LLC (Owner)  
c/o Pritzker Realty Group  
444 W. Lake St  
Suite 3500  
Chicago, IL 60606

Signature:  \_\_\_\_\_ Date: March 21, 2019  
Name: John Kevin Poorman  
Title: President

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**SIGNATORY**

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By:  Date: 3/3/19  
Wayne A. Rosenthal, Director and State Historic Preservation Officer  
Illinois Department of Natural Resources

APPROVED FOR EXECUTION  
Date: 2/28/2019  
Legal Counsel: 