

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE ILLINOIS HISTORIC PRESERVATION AGENCY  
AND  
DUBIN RESIDENTIAL COMMUNITIES CORPORATION  
FOR THE DEVELOPMENT OF A CONDOMINIUM COMPLEX  
IN THE 1600 BLOCK OF GREEN BAY ROAD  
HIGHLAND PARK, LAKE COUNTY, ILLINOIS

WHEREAS, Dubin Residential Communities Corporation (DRCC) has consulted with the Illinois Historic Preservation Agency (IHPA) concerning the development of a condominium complex in the 1600 block of Green Bay Road, Highland Park, Lake County, Illinois; and

WHEREAS, DRCC will be required to apply for Illinois Environmental Protection Agency (IEPA) Water Pollution Control and Public Water Supplies Permits as part of its development requirements; and

WHEREAS, the issuing of these permits by IEPA is defined as an undertaking within Section 3(f)(3) of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.) [the Act]; and

WHEREAS, IEPA is required under Section 4(a) of the Act to notify IHPA of the proposed undertaking, and in accordance with Section 4(b) of the Act, IEPA must afford IHPA the opportunity to review and comment on the proposed undertaking; and

WHEREAS, DRCC wishes to initiate IHPA review and comment under the Act as early as possible in the project's planning process; and

WHEREAS, IHPA has determined that the buildings located at 707-713 Deerfield Road, 1620, 1628, 1634, and 1648 Green Bay Road, all in the City of Highland Park, are not eligible for listing on the National Register of Historic Places (NRHP) and no further actions in accordance with the Act need to be taken regarding these properties; and

WHEREAS, IHPA and DRCC agree that the proposed undertaking involves the demolition of the Obee House located at 1642 Green Bay Road in Highland Park, a building listed on the National Register of Historic Places on 29 September 1982, and is considered an adverse effect in accordance with Section 3(d)(1) of the Act; and

WHEREAS, IEPA has been invited to concur in this Memorandum of Agreement;

NOW THEREFORE, IHPA and DRCC agree that the following measures shall be implemented in order to take into account the adverse effect of this undertaking on the Obee House.

Stipulations

DRCC shall ensure that the following measures are carried out.

1. In consultation with IHPA, DRCC shall prepare a marketing plan for the Obee House, which shall include the following elements:
  - A. An information package about the Obee House, including but not limited to:
    - (1) photographs of the property;
    - (2) a location map;
    - (3) information on the property's historic significance;
    - (4) a statement that the property will be donated to an appropriate party with a contribution toward moving not to exceed demolition costs;
    - (5) information on federal and state tax benefits for rehabilitation of historic properties;
    - (6) notification that the purchaser will be required to maintain the property in accordance with the recommended approaches of the Secretary of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings"; and
    - (7) notification of the inclusion of a restrictive covenant in the transfer document. Draft covenant to be included in the marketing package is attached as Appendix A of this document.
  - B. A distribution list of potential purchasers or transferees.

- C. An advertising plan and schedule.
  - D. A schedule for receiving and reviewing offers.
2. Upon IHPA's agreement with the marketing plan, DRCC shall implement the plan, which will provide for a minimum three month advertisement schedule.
  3. DRCC shall review all offers in consultation with IHPA prior to acceptance. DRCC shall ensure that the transfer of the Obee House incorporates the covenant attached hereto as Appendix A. The covenant will include, but not be limited to, language addressing the following issues:
    - A. If the Obee House is moved as a result of transfer of ownership, the specifications for movement shall be reviewed and commented on by IHPA and shall be in accordance with the recommended approaches contained in the American Association for State and Local History publication Moving Historic Buildings by John Obed Curtis.
    - B. If the Obee House is moved, the building will be evaluated by the National Park Service (NPS) for continued NRHP listing in context of its new site in accordance with 36 CFR Part 60.
  4. If there is no acceptable offer that will conform to the requirements of rehabilitation and maintenance, DRCC, in consultation with IHPA, may transfer the Obee House without a preservation covenant.
  5. If after the three month advertisement period there are no acceptable purchase/transfer proposals submitted, DRCC shall notify IHPA with documentation of its marketing efforts, and move forward with the demolition of the Obee House.
  6. If demolition of the Obee House is not objected to by IHPA, DRCC will ensure the Obee House is documented in accordance with Illinois Historic American Buildings (IL HABS) Standards and Guidelines and will include the following general requirements:

- A. The IL HABS/HAER project will be coordinated through IHPA's IL HABS/HAER Program Coordinator.
- B. Level III documentation will be required.
  - (1) Floor plans of subject buildings on 8.5"x11" archival bond paper.
  - (3) Large format negative photography of the Obee House to include exterior elevations, distinctive exterior architectural features, and significant interior spaces/features.
  - (4) Large format negative copy photography of historical views if determined relevant and appropriate by IHPA IL HABS/HAER Coordinator.
  - (5) Written architectural description and history of the Obee House using the IL HABS/HAER designated outline format.
- C. DRCC will award the IL HABS undertaking to the consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS/HAER Standards.
- D. IHPA will review the completed IL HABS/HAER documentation, and accept or reject the final submittal in accordance with IL HABS/HAER Standards.
- E. After IHPA acceptance, completed IL HABS/HAER documentation will be transmitted to the archives section of the Illinois State Historical Library (ISHL) for inclusion in the IL HABS/HAER Documentation Collection. IL HABS/HAER requirements specify one standard and one microfiche copy of accepted IL HABS/HAER documentation be provided for ISHL document management operations.



## APPENDIX A

### Historic Preservation Covenant

WHEREAS, Dubin Residential Communities Corporation (DRCC) in fulfillment of its responsibilities under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) [the Act] is authorized to issue covenant restrictions for the Illinois Historic Preservation Agency (IHPA) for the property located at 1642 Green Bay Road, Highland Park, Illinois; and

WHEREAS, DRCC, by its grant and conveyance of the property herein described above to \_\_\_\_\_ (hereinafter "Covenantor") wishes to transfer to IHPA hereinabove designated preservation covenants in and to that Property which is the subject of this conveyance (hereinafter "the Property"), and Covenantor, for itself, and its heirs, administrators, devisees, successors, and assigns is willing to acquire and accept the Property subject to such covenants; and

WHEREAS, the administration and enforcement of this preservation covenant by the IHPA will assist in preserving the historical and architectural values of the Property; and

NOW THEREFORE, in consideration of \$10.00 (ten dollars) and other good and valuable consideration the conveyance of the Property, receipt of which is hereby acknowledged, Covenantor hereby covenants on behalf of itself and its heirs, administrators, devisees, successors, and assigns with IHPA at all times to be bound by the following restrictions:

1. Moving of the Property shall be accomplished in accordance with the recommend approaches contained within Moving Historic Buildings (John Obed Curtis, 1979, American Association for State and Local History), with movement specifications reviewed and approved by the IHPA.
2. Once moved, the Property will be evaluated by the National Park Service for continued National Register of Historic Places listing within the context of its new site in accordance with 36 CFR Part 60, the National Register of Historic Places.
3. If the Property retains its NRHP listing at its new site, all rehabilitative, restorative or any other type of work undertaken on the Property will meet the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" and be reviewed and approved by the IHPA prior to the proposed work commencing.

4. IHPA shall be permitted by the Covenantor at all reasonable times to inspect the Property, in order to ascertain if the above conditions are being observed. The right of inspection shall include the right to take photographs, make drawings, and prepare written descriptions of the Property for the purpose of documenting the appearance, condition, and uses of the Property at the time of inspection.
5. In the event of a violation of these covenants, in addition to any remedy now or hereafter provided by law, IHPA may, following reasonable notice to the Covenantor, institute suit to enjoin said violation and to require, at the expense of Covenantor, the restoration of the Property to the condition and appearance required under these covenants.
6. These covenants shall be deemed to run with the land as covenants at law and equitable servitude, and extend to the and are binding on Covenantor and IHPA, and their respective heirs, administrators, devisees, successors, and assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by Covenantor verbatim in any deed or other legal instrument by which it divests itself of either fee simple title or any other lesser estate in the Property of any part thereof.
7. The failure of IHPA to exercise any right or remedy granted under this instrument with respect to any particular violation of these covenants shall not have the effect of waiving or limiting the exercise of such right or remedy with respect to the identical (or similar) type of violation at any subsequent time or the effect of waiving or limiting the exercise of any right or remedy.
8. The invalidity of unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

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