

**MEMORANDUM OF AGREEMENT AMONG
RAM WEST CAPITAL, LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE NORTH AND SOUTH DORMITORY
STRUCTURES AT 140 NORTH WRIGHT STREET AND 619 EAST FRANKLIN
AVENUE AND CARRIAGE HOUSE AT 148 NORTH WRIGHT STREET,
NAPERVILLE, ILLINOIS AND REDEVELOPMENT OF THE PETER E. AND
JOSEPHINE STEPHENS KROEHLER PROPERTY, TOGETHER WITH NEW
CONSTRUCTION OF 41 SINGLE FAMILY ATTACHED DWELLING UNITS IN
NAPERVILLE, ILLINOIS
(SHPO LOG #015120919)**

WHEREAS, RAM West Capital, LLC, (Owner) plans to demolish the North and South Dormitory structures at 140 North Wright Street and 619 E. Franklin Avenue along with the Carriage House at 148 North Wright Street (Additions), construct residential units within the Peter E. and Josephine Stephens Kroehler Mansion at 126 North Wright Street (Mansion), and construct 41 single-family attached dwelling units on the site bounded by North Wright Street to the west, School Street to the north, Columbia Street to the east, and North Franklin Avenue to the south (Site) in Naperville, DuPage County, Illinois; and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) 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 Owner 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 Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, the Mansion, Additions, Carriage House, and Site are historic and contribute to the significance of the revised Naperville Historic District, listed to the NRHP on September 29, 1977, with additional documentation approved by the National Park Service on October 31, 2012 (see pages 23 and 24 of the additional documentation); and

WHEREAS, on October 22, 2020, the SHPO determined that the Undertaking will have an adverse effect on the Mansion, Carriage House, Additions, and Site and the Naperville Historic District; and

WHEREAS, November 23, 2020, the Owner invited the City of Naperville and its Historic Preservation Commission, Landmarks Illinois, Naperville Heritage Society (administrators of

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Naper Settlement), and Naperville Preservation, Inc., who requested consulting party status on October 21, 2020, to consult on this Undertaking, which consultation occurred on December 10, 2020; and

WHEREAS, on December 10, 2020, Landmarks Illinois and Naperville Heritage Society (administrators of Naper Settlement), agreed to acknowledge this Memorandum of Agreement (Agreement) as Consulting Parties.

NOW, THEREFORE, the Owner, IEPA, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Agreement in order to mitigate the adverse effects of this Undertaking to the NRHP-listed properties.

STIPULATIONS

I. MITIGATION

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) to complete the measures described below. Prior to the expiration of the Agreement, the Owner will ensure that the following mitigation and Historic American Building Survey (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.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, exterior, and detail digital images of the Mansion, Carriage House, Additions, and Site. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. The Contractor shall submit to the SHPO for comment draft digital images of the same or very similar views that the Contractor proposes for HABS photography. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.

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- c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed).
 - d. Upon completion of I.A.1.a., b., and c., the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HABS recordation has been collected, the demolition of the Additions, and redevelopment of the Site may commence.
2. Recordation components shall consist of the following items.
- a. Sketch plans/elevations, as defined by HABS and digitally drawn, of the Mansion, Additions, and Site in their current condition printed drawing-size on archivable acid-free stable sheets with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier).
 - b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS standards.
 - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HABS staff.
 - d. Narrative and description using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - 1. An architectural description of the Mansion, Additions, Carriage House, and Site.
 - 2. A historic narrative of the Mansion, and Site as the home of the Kroehler Family.

3. A historic narrative of the Mansion, Additions, Carriage House, and Site during the ownership of North Central College
 4. A brief history and context describing the significance of the Naperville Lounge Company and the Kroehler Manufacturing Company.
- e. Original and/or historic drawings. Any original and/or historic drawings of the Mansion, Additions and Site 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.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - g. 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 determine which historic images and maps warrant inclusion in the recordation package.
 - h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email in pdf format of the 95% draft of the items in I.A.2.a through g to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation as directed in I.A.4.
 4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
 - a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell.

Upon final approval, the SHPO will submit the 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 the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois, with a copy of the same to be provided to the Naperville Heritage Society (administrators of Naper Settlement).

- B. Design Review. The Owner has submitted (or resubmit following any material change) interior and exterior plans for the adaptive reuse of the Mansion to the SHPO for review to ensure adherence to the Secretary of the Interior's Standards for Rehabilitation. Owner reserves the right to apply for any real estate tax assessment freeze and the SHPO agrees to assist with the determination of compliance with the Secretary of the Interior's Standards for Rehabilitation based on the plans submitted.
- C. Virtual Exhibit. In consultation with the Consulting Parties, the owner shall ensure the development of a virtual exhibit on the Mansion and its history, hosted on a website of the Home Owner's Association. This project is not to exceed the cost of \$5,000.00.

II. DURATION

This Agreement shall terminate if its stipulations are not carried out within three (3) 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

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

Each calendar year following the execution of this Agreement during the HABS recording process and prior to demotion activities, Owner, through Contractor, shall provide the signatories a summary report detailing work undertaken pursuant to the terms of this Agreement. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received by the Contractor during its 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 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. Owner's 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 the Owner, IEPA, and SHPO and the implementation of its terms evidence 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 #015120919)**

SIGNATORY

RAM WEST CAPITAL, LLC,
an Illinois limited liability company (Owner)

Signature: William Novak Date: 2-1-2021

Name: WILLIAM NOVAK

Title: MANAGING MEMBER

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

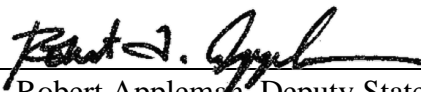
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Title: _____

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER (SHPO)

By:  Date: February 4, 2021
Robert Appleman, Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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NAPERVILLE HERITAGE SOCIETY (ADMINISTRATORS OF NAPER SETTLEMENT)

Signature: M J Calabrese Date: 2/4/21
Name: Macarena (Rena) Tamayo-Calabrese
Title: President ; CEO