MEMORANDUM OF AGREEMENT
AMONG THE
ILLINOIS HISTORIC PRESERVATION AGENCY
AND THE
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND EXEL INC.
FOR THE EXEL WAREHOUSE/DISTRIBUTION
DEVELOPMENT PROJECT
LOCATED IN BOLINGBROOK, WILL COUNTY, ILLINOIS

WHEREAS, the Illinois Environmental Protection Agency (IEPA) has consulted with the Illinois Historic Preservation Agency (IHPA) concerning the Exel Inc. (EXEL) Warehouse/Distribution Development Project (the "Project") located in Bolingbrook, Will County, Illinois, in accordance with the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420 et. seq.) (the Act); and

WHEREAS, IEPA and IHPA agree that the portion of the Project proposing to demolish the Dyer-Rathburn House, a building potentially eligible for listing on the National Register of Historic Places, constitutes an adverse effect as defined in Section 3(d)(1) of the Act; and

WHEREAS, archaeological investigations concluded that no sites of archaeological significance exist within the Project area; and

WHEREAS, EXEL has been consulted and is a party to this memorandum of agreement ("MOA");

NOW THEREFORE, the parties agree that the following measures shall be implemented in order to take into account the adverse effect of the Project on the Dyer-Rathburn House.

Stipulations

EXEL agrees to undertake the following measures:

1. In consultation with IHPA, EXEL shall prepare and deliver to IHPA a marketing plan (the "Plan") for the Dyer-Rathburn House, which shall include the following elements:

   A. An informational package about the Dyer-Rathburn House (the "Property"), including but not limited to:

      (1) photographs of the Property;

      (2) a location map;

      (3) such information as may be available on the Property's historic significance;

(4) a statement that the Property is available to be donated to an appropriate party with a monetary contribution to the moving costs not to exceed estimated demolition costs;

B. A distribution list of potential purchasers or transferees.

C. An advertising plan and schedule.

D. A schedule for receiving and reviewing offers.

2. IHPA will review and notify EXEL within 30 days of receiving the same if the Plan is acceptable. Upon IHPA's agreement with the Plan, EXEL shall implement the plan, which will provide for a ninety (90) day advertisement schedule.

3. EXEL shall review all offers it considers reasonable in consultation with IHPA prior to acceptance of any specific offer. IHPA will promptly respond to any offers submitted by EXEL.

4. If the Property is moved as a result of a transfer of ownership, this MOA may be assigned by EXEL to its successor or assign which shall be responsible thereafter for EXEL's obligations herein. The instrument transferring such ownership shall provide for the assumption of such obligation by such successor or assign, including the requirement to obtain IHPA approvals for movement specifications and new location. EXEL shall deliver a copy of such assignment to IHPA. The specifications for Property movement shall be reviewed and promptly 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.

5. If, after the ninety (90) day advertisement period there are no transfer proposals submitted which are, in EXEL's judgment, acceptable, EXEL shall notify IHPA with documentation of its marketing efforts and may proceed with the demolition of the Property subject to the documentation requirements in paragraph 6 below.

6. EXEL will have the Property documented in accordance with Illinois Historic American Buildings Survey (IL HABS) Standards and Guidelines. The general scope of work for the required IL HABS documentation is as follows:

A. The IL HABS documentation number will be WI-1999-2.

B. Level III documentation will be required.

(1) Site plan of the extant Scholz Farm Complex. The site plan will be presented on 8.5 x 11" archival bond.

(2) CAD produced floor plans for all levels of the Dyer-Rathburn House on 8.5 x 11" archival bond.

(3) Large format, 4" x 5" negative and 5" x 7" print, photography of the Scholz Farm Complex and exterior elevations and distinctive architectural features, and significant interior spaces and features of the Dyer-Rathburn House. Approximately fifteen (15) views.

(4) Written contextual history of the Scholz Farm/Dyer-Rathburn House and written architectural description of the Dyer-Rathburn House using the IL HABS/HAER designated outline format.

7. EXEL may appoint consultants for the IL HABS Documentation Project and such consultants shall agree to meet IL HABS/HAER Standards.

8. Within 30 days of receiving the same, IHPA will review the required IL HABS/HAER Documentation submittals, and accept or reject the same in accordance with IL HABS/HAER Standards.

9. After IHPA acceptance, completed IL HABS/HAER Documentation will be deposited within the archive section of the Illinois State Historical Library. IHPA requires one standard and one microfiche copy of accepted documentation.

10. No demolition or alteration of the Scholz Farm Complex will be undertaken until 100% of the IL HABS/HAER Documentation is accepted in writing by IHPA.

Execution of this Memorandum of Agreement and implementation of its terms evidences that IEPA has afforded IHPA an opportunity to comment on the Exel Inc. Warehouse/Distribution Development Project, and has taken into account the effects of the undertaking on the Scholz Farm Complex and Dyer-Rathburn House in compliance with the Act.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By: Bernard P. Kilhan

Title: Deputy Director

Date: 2/6/01

ILLINOIS HISTORIC PRESERVATION AGENCY

By: Anne E. Haas

Title: DSHPO

Date: 10-16-00

EXEL INC.

By: Marvin D. Jaeger

Title: Sr. V.P.

Date: 10/11/00