Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

MEMORANDUM OF AGREEMENT
AMONG
THE OFFICE OF THE COMPTROLLER OF THE CURRENCY, THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND THE FIRST NATIONAL BANK OF BEARDSTOWN, BEARDSTOWN, ILLINOIS

WHEREAS The First National Bank of Beardstown, Beardstown, Illinois ("the Bank")has made an application ("Application") to the Office of the Comptroller of the Currency ("OCC") to establish a branch at the southeast corner of Cherry and Mechanic Streets, Winchester, Scott County, Illinois, and

WHEREAS the Bank proposes to demolish the building ("Building") which currently is located at 12 Mechanic Street, Winchester, Scott County, Illinois, and construct a new branch office at the site ("Proposal") to be titled as The First National Bank of Winchester Branch A Division of The First National Bank of Beardstown and

WHEREAS after consulting with the Illinois State Historic Preservation Officer ("ILSHPO"), the OCC has determined that the Building is located within the existing Winchester Historic District, which is listed in the National Register of Historic Places.

WHEREAS the OCC determined that the Proposal will adversely affect those qualities and characteristics which make the Buildings eligible for inclusion in the Register as part of a historic district; and

WHEREAS the OCC consulted with the ILSHPO consistent with the standards set forth in the regulations in 36 CFR Part § 800 that implement Section 106 of the National Historic Preservation Act ("NHPA") (16 U.S.C. § 470f); and

WHEREAS the Bank participated in the consultation and has been invited to sign this Memorandum of Agreement ("Agreement"); and

WHEREAS the OCC notified the Advisory Council on Historic Preservation ("Council") that the Bank's Proposal would have an adverse effect on the Building; and

WHEREAS the Council elected not to participate in the consultation;

NOW, THEREFORE, the OCC, the ILSHPO, and the Bank agree that the Proposal shall be implemented in accordance with the following stipulations in order to take into account the effect of the Proposal on the historic property.

Stipulations

The Bank shall carry out the following measures:

I. The Bank shall provide plans, specifications and conceptual drawings of the proposed building and landscaping to the ILSHPO for review and comment. Information provided for review and comment shall include the bank's original and final design drawings. Beginning August 30, 2010, ILSHPO will have fifteen (15) days to review and comment on the proposed design. The Bank will take into account comments received during the fifteen (15) day review period.

II. The Bank shall provide the ILSHPO two (2) copies and the Scott County Historical Society one (1) copy of documentation of the Building in accordance with Illinois Historic American Buildings Survey ("HAB") Level III standards. A total of three (3) copies will be made with two (2) copies on archival paper and one (1) one on disk. The ILSHPO will receive two (2) copies and (1) disk of all documentation.

III. Specifically ILSHPO Level III standards include:
   a. Drawings: a sketched floor plan. Floor plan measurements should be completed once the buildings have been vacated, but prior to demolition.
   b. Photographs
      i. large-format (4x5") negatives and 5 x7" prints of exterior and interior views
      ii. Historic views
   c. Written Data
      i. Contextual history
      ii. Architectural/site description

ADMINISTRATIVE CONDITIONS

A. DISCOVERIES

In the event that a previously unidentified archeological resource is discovered during ground disturbing activities, The First National Bank of Beardstown shall cease activity and notify the OCC and the ILSHPO. The OCC, in conjunction with the ILSHPO, will develop and implement actions to preserve and protect historic properties consistent with the standards set forth in 36 CFR Part 800.

B. AMENDMENTS

If any signatory proposes that this Agreement be amended, the signatories shall consult to consider such an amendment. Any amendment shall be in writing, executed by all signatories to this Agreement, and filed with the Council.

C. DISPUTE RESOLUTION

If, at any time during the implementation of the measures stipulated in this Agreement, the ILSHPO raises a dispute to any measure or manner of its implementation, the signatories to this Agreement shall consult to resolve the dispute.

D. DURATION

This MOA shall commence upon having been signed by all of the signatories, and its terms shall be carried out within eighteen (18) months of the date of OCC's approval of The First National Bank of Beardstown application. In the event that the terms are not met within eighteen (18) months, the signatories may consider an extension consistent with the AMENDMENTS section above.

E. TERMINATION

If any signatory determines the terms of the MOA cannot be or are not being carried out, the signatories shall consult to seek amendment of the Agreement. If the Agreement is not amended, any signatory may terminate it. If the Agreement is terminated, OCC shall either execute a new Agreement or request the comments of the Council.

The obligations and responsibilities set forth in this Agreement shall terminate upon the implementation of all of the above specified stipulations, the implementation of which also completes consultation consistent with standards applicable to certain undertakings under 36 CFR Part 800.

Execution of this Agreement by the OCC and the ILSHPO, and implementation of its terms, evidences that the OCC has afforded the ILSHPO an opportunity to comment on the Proposal and its effects on historic properties, and that the OCC has taken into account the effects of the Proposal on historic properties.

SIGNATORIES:

OFFICE OF THE COMPTROLLER OF THE CURRENCY

By: Beverly Evans Date: 9/16/2010
for Lawrence E. Beard
Deputy Comptroller
Licensing

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Anne Haaker Date: Sept. 13, 2010
Anne Haaker
Deputy State Historic Preservation Officer
Illinois Historic Preservation Agency

THE FIRST NATIONAL Bank OF BEARDSTOWN, BEARDSTOWN, ILLINOIS

By: _____ Date: _____
Scott Musch
President
The First National Bank of Beardstown

This Memorandum of Agreement submitted to the Advisory Council on Historic Preservation, Washington, DC, consistent with standards applicable to certain undertakings under 36 CFR § 800.6(b)(1):

By: _____ Date: 9/16/10
Crystal Maddox
National Bank Examiner/Senior Licensing Analyst

Re: Application Control Number: 2010-WO-07-0002

SIGNATORIES:

OFFICE OF THE COMPTROLLER OF THE CURRENCY

By: _____ Date: 9/16/2010
for Lawrence E. Beard
Deputy Comptroller
Licensing

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____
Anne Haaker
Deputy State Historic Preservation Officer
Illinois Historic Preservation Agency

THE FIRST NATIONAL Bank OF BEARDSTOWN, BEARDSTOWN, ILLINOIS

By: _____ Date: 9/10/10
Scott Musch
President
The First National Bank of Beardstown

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