MEMORANDUM OF AGREEMENT
among
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
and
THE VILLAGE OF GLENVIEW, ILLINOIS
regarding Hangar # 1 at the former
NAVAL AIR STATION (NAS) GLENVIEW, ILLINOIS

WHEREAS, on January 24, 1996, the Department of the Navy (the "Navy"), the Illinois State Historic Preservation Officer ("SHPO") and the Advisory Council on Historic Preservation ("Council") executed a Programmatic Agreement ("PA") for the base closure and disposal of the Naval Air Station Glenview, Illinois ("NAS Glenview"); and

WHEREAS, the Village of Glenview was invited to concur in the PA, and did so concur; and

WHEREAS, on July 17, 1997, the Navy and the Village of Glenview, as the approved Local Redevelopment Authority, executed a Memorandum of Agreement providing for an Economic Development Conveyance of a portion of the former NAS Glenview (the "Glenview Property") by the Navy to the Village of Glenview, pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, as amended, and the implementing regulations of the Department of Defense (32 C.F.R. Part 91); and

WHEREAS, the Navy has determined that the closure and disposal of portions of NAS Glenview will have an effect upon that certain portion of the Glenview Property known as Hangar # 1, which is a property eligible for listing in the National Register of Historic Places (hereinafter referred to as the "Historic Property"); and

WHEREAS, the Historic Property is located in that portion of NAS Glenview being conveyed to the Village of Glenview and, thus, is not being offered for public sale by the Navy as provided in Stipulation IX of the PA; and

WHEREAS, in accordance with Stipulation I of the PA, the Navy was to encourage the new property owner of the Historic Property, in consultation with the SHPO, to develop a plan for the adaptive reutilization of the Historic Property consistent with the protective covenants attached to the PA; and

WHEREAS, in 1995, the Village of Glenview, after receiving input from the public, prepared a "Consensus Reuse Plan" that provides for the adaptive reuse of the Historic Property as a mixed use facility, and for the reorientation of arterial roadways to strengthen

the location and enhance the feasibility of the reuse and rehabilitation of the Historic Property; and

WHEREAS, the appraiser for the Department of the Navy, National Valuation Consultants, on July 1, 1996, concluded in its appraisal report to the Department of the Navy that the Historic Property "lacks economic value to a private-sector business" and that the only apparent options for the Historic Property are either (1) "acquisition by a historic foundation," if financing can be secured for acquisition and operating costs; or (2) "demolition"; and

WHEREAS, the Village of Glenview subsequently has determined that the adaptive reuse of the Historic Property contemplated in the Consensus Reuse Plan may not be feasible due to access problems and other market constraints caused by the interior location of the Historic Property within the Glenview Property, which interior location is not accessed by any major arterial roadways, and also due to the high cost of remediation that may not be justified economically by current or reasonably forecasted market rent; and

WHEREAS, Section 8 of Appendix 3 to the PA provides that the Village of Glenview "may open its own consultation with the [SHPO] * * * in order to develop its own Memorandum/Programmatic Agreement concerning the maintenance, repair, interim and long-term protection, and management of the historic property following disposal/transfer by the Navy"; and

WHEREAS, the Village of Glenview has agreed to assume the rights, responsibilities and obligations of the Navy under the PA and to consult with the SHPO as provided in Section 8 of Appendix 3 to the PA; and

WHEREAS, the parties acknowledge that this Memorandum of Agreement ("MOA") is not intended to provide the Village of Glenview with any greater rights than the Navy has under the PA; and

WHEREAS, the Village of Glenview intends to market the Historic Property pursuant to the Consensus Reuse Plan.

NOW, THEREFORE, for and in consideration of the premises contained herein, the SHPO and the Village of Glenview agree as follows:

STIPULATIONS

1. Commencing promptly after full execution of this MOA and continuing for a period of one (1) year (the "Marketing Period"), the Village of Glenview shall market the Historic Property at its sole expense in accordance with the marketing plan attached hereto as Appendix A (the "Marketing Plan") and incorporated herein by reference.

2. The Village of Glenview shall have the right to market the Historic Property to third parties by whatever methods it deems appropriate, including but not limited to advertisements, press releases and solicitations, provided, that the use and content of all advertising, press releases and solicitation materials shall be subject to the SHPO's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The SHPO shall have thirty (30) days from the date of receipt of a request by the Village of Glenview to review and comment upon such materials. In the absence of a response by the SHPO during said thirty day period, the SHPO shall be deemed to have concurred with the materials.

3. During the Marketing Period, the Village of Glenview and its designated representative(s) shall cooperate with the SHPO, and keep it apprised of the status of the marketing efforts and provide the SHPO, in writing, with quarterly updates or updates as may be requested by the SHPO.

4. The Village of Glenview shall not enter into any binding purchase and sale agreement with a third party for the sale of the Historic Property unless such purchase and sale agreement and related transfer documents obligate the purchaser to adhere to the terms of the covenants which are to be placed on the Historic Property pursuant to the PA and further provide that:

a. Purchaser shall agree to take on ongoing responsibility for all repairs to the Historic Property that are necessary to prevent deterioration of the Historic Property or demolition by neglect of the Historic Property.

b. Any plans for alteration of the Historic Property must be reviewed and approved in advance pursuant to the terms of this MOA.

c. The purchaser shall, prior to any modifications being made to the Historic Property, prepare Historic American Building Survey ("HABS")/Historic American Engineering Record ("HAER") documentation of the Historic Property in accordance with the guidelines established by the National Park Service and shall submit such documentation to the National Park Service for its review and acceptance.

d. At the time of submission of the HABS/HAER documentation to the National Park Service, the purchaser also shall provide a duplicate original of the HABS/HAER documentation to the SHPO for its records.

e. If the National Park Service, or any other federal agency, declines to accept HABS/HAER documentation, then such documentation shall be provided to the Illinois HABS/HAER in accordance with Illinois requirements.

5. In the event that the Village of Glenview is unable to secure a purchaser for the Historic Property, consistent with the Consensus Reuse Plan, during the Marketing Period, as evidenced by a valid, binding and legally enforceable purchase and sale agreement signed by a financially qualified purchaser, then the Village of Glenview shall have the right, but not the obligation, to undertake any of the following actions in consultation with the SHPO:

a. Modify or waive the requirement(s) of the Secretary of Interior Standards to rehabilitate or maintain the Historic Property in such a way as to preserve one or more specified character-defining attributes; or,

b. If marketing with these changes fails, the Village of Glenview has the right to transfer the Historic Property without a preservation covenant; or,

c. Demolish the Historic Property if the Village of Glenview is able to demonstrate to the reasonable satisfaction of the SHPO that there is no reuse alternative that is feasible from an architectural or economic perspective which would permit retention of the Historic Property as it exists as of the date of this Agreement or in any other form which permits its historic and cultural values to be understood.

In the event the Village of Glenview elects to undertake the action set forth in 5c., the Village of Glenview shall request approval of such demolition in writing and the SHPO shall have forty-five (45) days from the receipt of such request for approval to object. If the SHPO does not respond within said forty-five day period, then approval shall be deemed to have been granted. In the event, the Village of Glenview elects to demolish or otherwise modify the Historic Property pursuant to 5c, then it shall, prior to any modifications being made to the Historic Property, prepare Historic American Building Survey ("HABS")/Historic American Engineering Record ("HAER") documentation of the Historic Property in accordance with the guidelines established by the National Park Service and shall submit such documentation to the National Park Service for its review and acceptance. At the time of submission of the HABS/HAER documentation to the National Park Service, the Village of Glenview also shall provide a duplicate original of the HABS/HAER documentation to the SHPO for its records. If the National Park Service, or any other federal agency, declines to accept HABS/HAER documentation, then such documentation shall be provided to the Illinois HABS/HAER in accordance with Illinois requirements.

6. The Village of Glenview agrees that it shall not commence any alterations or renovations of the Historic Property, nor shall it demolish, raze, or remove all or any part of the Historic Property, prior to the end of the Marketing Period.

7. During the Marketing Period, the Village of Glenview shall preserve and maintain the Historic Property in accordance with the following standards (the "Mothballing Standards"):

a. The Village of Glenview shall inspect the Historic Property for structural damage promptly after any major weather event (heavy snow, thunderstorms, hail storms, etc.) and, in any event, not less than once per calendar month.

b. All broken windows shall promptly be replaced, covered or sealed.

c. Damaged or deteriorated roof, window or door areas that allow water, snow or other destructive elements to enter the Historic Property or that provide ready access to the Historic Property by vandals or animals shall promptly be repaired or closed by temporary means.

d. Any structural support damage that adversely affects the structural integrity of the Historic Property shall be referred to an engineer or architect familiar with both the principles of historical structural design and modern shoring systems for design of a structural support system, if said engineer or architect confirms that such a system is necessary to preserve the structural integrity of the Historic Property. Such system shall be subject to the approval of the SHPO, which consent shall not be unreasonably withheld, conditioned or delayed. If no response is received from the SHPO within ten (10) days of its receipt of the structural support system design, then the support system design shall be deemed to have been approved. Upon approval, the Village of Glenview promptly shall cause the design to be implemented at its sole cost and expense.

The parties to this MOA agree that the Village of Glenview shall have no obligations to preserve and maintain the Historic Property other than as set forth in this provision.

8. The Village of Glenview shall not undertake or cause to be undertaken any of the following actions without the express written approval of the SHPO, which approval shall not be unreasonably withheld, conditioned or delayed:

a. any affirmative action that could reasonably be expected to adversely affect the structural integrity of the Historic Property.

b. any proposed changes or alterations in the exterior facades or interior elements of the Historic Property, including partial removal, construction, renovation, remodeling or other physical or structural changes.

c. place or display any sign, billboard or advertisement on the Historic Property except temporary signs or advertisements for the purposes of marketing the Historic Property.

Requests for approval under this paragraph shall be evaluated in accordance with The Secretary of the Interior's Standards for Treatment of Historic Properties (National Park Service 1992) and The Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings (National Park Service 1990), as such Standards and Guidelines may be amended from time to time.

9. The SHPO and its respective designated representatives shall be permitted during normal business hours to inspect the Historic Property, including the interior portions thereof, in order to ascertain whether the conditions contained in this MOA are being observed, as long as such inspections do not unreasonably interfere with the use, operations, construction or repairs of the Historic Property.

10. The Village of Glenview agrees to support the nomination of Hangar #1, the Historic Property, to the National Register of Historic Places and shall not object to the listing of Hangar # 1 by the Navy.

11. Execution of this MOA constitutes acknowledgment by the parties that (I) effects of the adaptive reuse plan contemplated in the Consensus Reuse Plan on the Historic Property have been taken into account and that the SHPO has been afforded an opportunity to comment on such effects, (ii) the Historic Property currently is structurally sound, and (iii) the Navy, as of the last date set forth below, has met the Mothballing Standards with respect to the Historic Property.

12. This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives.

13. This MOA may be executed in multiple counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same MOA.

IN WITNESS WHEREOF, as of the last date written below, the parties hereto have caused their respective duly-authorized representatives to execute this MOA on their behalf, intending to be legally bound by the terms hereof.

ILLINOIS STATE HISTORIC PRESERVATION OFFICER:

William Wheeler	12/9/97
William Wheeler, Illinois SHPO	**Date**

VILLAGE OF GLENVIEW, ILLINOIS

Nancy L. Firfer, President	**Date**

APPENDIX A

MARKETING PLAN

Subject to the restrictions and limitations set forth in the MOA to which this Appendix A is attached, the Village of Glenview shall market the Historic Property in accordance with the following Marketing Plan:

A. MARKET STUDY

The Village of Glenview shall retain a reputable marketing firm familiar with the Chicago market and the market for historic properties generally to conduct a Market Study relative to potential users of the Historic Property in order to determine the market pool for financially qualified purchasers. The Market Study shall be consistent in form and process with market studies for multi-use projects generally conducted in the Chicago, Illinois market and shall:

- analyze the existing physical, economic and regulatory conditions affecting the Historic Property; and

- analyze the financial feasibility, market viability/potential and general community acceptance of each alternative reuse concept set forth in the Consensus Reuse Plan.

B. TARGETED MARKETING

Using the results of the Market Study, the Village of Glenview shall attempt to identify potential purchasers and shall make direct contact with such potential purchasers by telephone and/or in writing to ascertain whether they may be interested in acquiring the Historic Property. The Village of Glenview shall maintain written records of each potential purchaser it contacts, including date of contact, result of initial contact and follow-up history. The Village of Glenview may, in its sole discretion and at its sole expense, retain one or more reputable national or Chicago-area real estate brokerage firms to assist with its Targeted Marketing efforts.

C. GENERAL MARKETING

The Village of Glenview shall place advertisements in such newspapers, magazines, base closure industry publications, real estate industry publications, historic preservation publications and other publications as the Village of Glenview, in its sole discretion, deems reasonably likely to reach potential purchasers of the Historic Property.

In addition, the Village of Glenview may, but shall be under no obligation to, issue one or more press releases about the Historic Property that are designed to reach and create interest in potential purchasers. The Village of Glenview or its representatives may hold seminars, participate in various industry conferences or take other similar measures in an attempt to create interest in the purchase of the Historic Property. The Village of Glenview shall maintain written records of each potential purchaser it contacts, including date of contact, result of initial contact and follow-up history. The Village of Glenview may, in its sole discretion and at its sole expense, retain one or more reputable national or Chicago-area advertising firms to assist with its General Marketing efforts.

In addition, any Marketing Plan developed by the Village of Glenview shall, at a minimum, include the following:

1. Clear, representative photographs of the property;

2. A floor plan indicating available square footage;

3. A map showing the historic property's location on NAS Glenview;

4. Information about the property's historical significance;

5. Notification of the requirement for the inclusion of protective covenants in transfer documents;

6. A distribution list of potential purchasers or transferees

7. An advertising plan and schedule;

8. A schedule for receiving and reviewing offers; and

9. In the event that Hangar #1 has been nominated to and accepted by the National Register of Historic Places, information concerning tax benefits and other monetary advantages will be provided in the Marketing Plan.

The offers received by the Village of Glenview in response to the Marketing Plan shall be reviewed in consultation with the SHPO.