Memorandum of Agreement
Between
The Illinois Housing Development Authority
And the
Illinois State Historic Preservation Office
Concerning Construction of Walnut Estates,
White Hall and Carrollton, Greene County, Illinois

WHEREAS, the Illinois Housing Development Authority (IHDA) proposes to administer HOME funding through the Department of Housing and Urban Development to Greene County Housing Authority for the construction of a new facility to be located at White Hall and Carrollton, Illinois; and

WHEREAS, IHDA and the State Historic Preservation Office (SHPO) have determined that the project will have an adverse effect on the Fry Octagonal barn in Carrollton which is considered to be eligible for the National Register of Historic Places; and

WHEREAS, IHDA has consulted with the SHPO in accordance with Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. Section 470 (NHPA), and its implementing regulations (36 CFR Part 800) to resolve the adverse effect of this project on historic properties; and

WHEREAS, no other sites of historic or archaeological significance will be affected by the proposed project; and

WHEREAS, IHDA has notified the Advisory Council on Historic Preservation and invited them to participate in the consultation process and they have declined; and

WHEREAS, IHDA and the SHPO have included Greene County Housing Authority in consultation in the development of and they have agreed to be a signatory as a concurring party in this Memorandum of Agreement (MOA);

NOW, THEREFORE, IHDA and the SHPO agree that, upon IHDA's decision to proceed with the project, IHDA shall ensure that the following stipulations are implemented in order to take into account the effects of the project on historic properties.

STIPULATIONS

IHDA shall ensure that the following measures are implemented:

I. MOVING THE HISTORIC STRUCTURE

Greene County Housing Authority agrees to move the Fry Barn in a manner and to a location approved by the SHPO and IHDA. The move shall be undertaken by an entity with proven experience in moving historic structures as approved by SHPO. The SHPO shall have thirty (30) days to review the chosen location for the structure as well as the plan for moving the barn intact to that location. Prior to the move, Greene County Housing Authority shall ensure that the property is reasonably and properly secured and protected from vandalism and weather damage

II. DURATION

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, IHDA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

III. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented the IHDA shall consult with such party to resolve the objection. If IHDA determines that such objection cannot be resolved IHDA will:

A. Forward all documentation relevant to the dispute, including IHDA's proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide IHDA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, IHDA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. IHDA will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, IHDA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, IHDA shall prepare a written response that takes into account any timely comments regarding the

dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. IHDA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IV. AMENDMENTS

This MOA 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 signed by all of the signatories is filed with the ACHP.

V. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, IHDA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. IHDA shall notify the signatories as to the course of action it will pursue.

Execution and successful implementation of this Memorandum of Agreement by IHDA and the SHPO, evidences that IHDA has complied with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations 36 CFR 800 and that IHDA has taken into account the effects of this project on historic properties.

SIGNATORIES:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____ Date: 26 March 2013

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Anne E. Haaker, DSHPO Date: 3/29/13

CONCUR: GREENE COUNTY HOUSING AUTHORITY

By: _____ Date: _____