

**MEMORANDUM OF AGREEMENT BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT  
AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
AND  
HH WACKER ACQUISITION LLC  
AND  
GG DR L.L.C.  
REGARDING THE DEVELOPMENT OF 110 NORTH WACKER DRIVE  
LOCATED ON THE CHICAGO RIVER IN  
THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS**

**WHEREAS** the United States Army Corps of Engineers, Chicago District (hereafter District) has consulted with HH Wacker Acquisition LLC (subject land owner) and GG DR L.L.C. (subject building owner) (collectively hereafter Applicants), concerning the issuance of a permit for the construction of a storm sewer outfall in the Chicago River to the Applicants, facilitating the redevelopment of 110 North Wacker Drive in the City of Chicago, Cook County, Illinois and allowing for the demolition of the existing structure on the site, known as the General Growth/Morton Salt Building; and,

**WHEREAS** the District has consulted with the Illinois State Historic Preservation Officer (hereafter SHPO) pursuant to 36 C.F.R. § 800 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and,

**WHEREAS**, the District has defined the undertaking's area of potential effect (hereafter APE) as the Project Area (see Appendix A), including the current site of the General Growth/Morton Salt Building; and,

**WHEREAS**, the SHPO and the District concur that the proposed undertaking will adversely affect the General Growth/Morton Salt Building at 110 North Wacker Drive in the City of Chicago, Cook County, Illinois, which is considered eligible for listing in the National Register of Historic Places; and,

**WHEREAS**, no other properties of historic, architectural, or archaeological significance are known to exist within the project area, nor are human remains likely to be encountered; and

**WHEREAS**, the District has consulted with the Applicants regarding the effects of the undertaking on historic properties and has invited the Applicants to sign this Memorandum of Agreement (hereafter MOA) as signatory parties; and,

**WHEREAS**, all parties mutually agree that there is no prudent or feasible alternative to the project as originally proposed; and,

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the District has notified the Advisory Council on Historic Preservation (hereafter ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen, by letter on December 15, 2017, not to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii); and,

**NOW, THEREFORE**, the District and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

## STIPULATIONS

### I. TERMS

- A. The District shall ensure that the issuance of Permit No. LRC-2017-583 is withheld until this Memorandum of Agreement (MOA) has been executed by all signatories. The District shall make compliance with the executed MOA a condition of any approvals or authorizations issued by the District for the project.
- B. The Applicants shall conduct a Level III Historic Illinois Building Survey (HIBS) as provided herein.
  - a. Two final HIBS Level III documentation packages, including two archival paper and digital (gold CD) copies in an appropriate archival box shall be prepared by the Applicants. One documentation package shall be submitted by the Applicants to SHPO. The second package shall be submitted by the Applicants to the Ryerson & Burnham Libraries of the Art Institute of Chicago. The HIBS package shall consist of photographs, measured drawings, and a project narrative. The narrative will include historical context statements and a written architectural description of the structures using the HIBS designated outline format. Photographs of the historic property will be produced and submitted per the HIBS requirements. This final HIBS Level III package will be submitted to the SHPO by the Applicants no later than six (6) months from the issuance date of Permit No. LRC-2017-583.
  - b. Applicants have submitted draft materials related to 1.B.a. above which have been deemed by SHPO and the District to sufficiently demonstrate that item 1.B.a. can be finalized without further reference to the physical structure of the General Growth/Morton Salt Building. Demolition of the General Growth/Morton Salt Building may commence on the full execution of this MOA. (See Appendix C for the draft HIBS as of the date of the execution of the MOA)
- C. The Applicants shall place two (2) educational displays or markers on-site. The District and SHPO will review and approve Applicants plans for on-site display design, content, and placement prior to construction.
  - a. The first display will memorialize the history and architecture of the Morton Salt Building and its relationship to the historical development of the South Branch of the Chicago River. This display shall present and place into context an architectural artifact or artifacts from the Morton Salt Building (one or more of the stainless steel spandrel panels or other suitable remnant(s) from the original building). The display shall be placed on the street level Riverwalk of the future building and will be designed by the Applicants to fit within the landscape design of the Riverwalk while meeting the requirements listed above.

- b. The second display will memorialize the Morton Salt Company's history and contributions to Chicago and the role of the Chicago River in the development of the economy of Chicago. This display shall be placed on the river level terrace of the future building and will be designed by the Applicants to fit within the landscape design of the river level terrace while meeting the requirements listed above.
- D. The Applicants shall prominently and perpetually post the information contained in item C. above on a dedicated page accessed via a heading tab, drop down menu or hyperlink (which shall be commensurate with other heading tabs, drop down menu items, or hyperlinks) within the Applicant's website landing page for the new 110 N. Wacker Drive development. The District and SHPO shall review and approve the content and design prior to posting.
- E. The Applicants shall reuse the stainless steel spandrel panels from the General Growth/Morton Salt Building as cladding elements on the north and south ends of the river level terrace of the new building (as per the general intent illustrated in the attached rendering in Appendix B). The reuse area shall be in the opaque river-level areas of the new building and shall total approximately 1,500 square feet of area. The District and SHPO shall review and approve the design elements incorporating the reused panels prior to installation.
- F. The Applicants shall salvage sufficient materials from the General Growth/Morton Salt Building to fulfill the requirements C & E above (coverage of 1,500 square feet plus 10% excess). Salvaged architectural elements shall be carefully dismantled and catalogued, protected from damage during transport and storage, stored in a secure location, prepared for installation, and installed at the new display locations as specified above. The salvaged material will be removed from the east and/or west façade of the existing building, with a minimum 10% excess over the quantity indicated in 1.E. above. The material shall be salvaged by Bulley & Andrews and stored at their facility located at 1501 W. 38th St., Chicago, IL 60609. This storage location will be made available for inspection to SHPO or the District during regular business hours within 48 hours of their inspection request. Any changes to the above plan in this item I. F. shall be subject to SHPO and District approval.
- G. The Applicants shall sponsor and host an educational seminar on Midcentury Modern and other 20<sup>th</sup> Century architecture of historical significance to the City of Chicago, particularly in the Chicago River corridor of the Downtown/Loop area of the city. The seminar may potentially occur in conjunction with a pre-existing educational platform coordinated by a local architectural/cultural agency (such as DoCoMoMo, Chicago Architecture Foundation, etc.). The District and SHPO shall review and approve the venue, plans, and content prior to the announcement of the seminar.

## II. DURATION

The Applicants shall carry out the terms of this MOA before December 31, 2021. If the terms of the MOA are not completed by this date, the MOA will be terminated per Stipulation VI. Prior to such time, the District may consult with the other signatories to reconsider the terms of this 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 District shall consult with such party to resolve the objection. If the District determines that such objection cannot be resolved, the District will:

- A. Forward all documentation relevant to the dispute, including the District's proposed resolution, to the ACHP. The ACHP shall provide the District 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, the District 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. The District 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, the District will make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the District 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. The District'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. ASSIGNMENT AND BINDING EFFECT**

Applicants may assign this MOA to their successor's interest upon the transfer of ownership of the land and/or building, releasing Applicants from the obligations contained herein and thereafter such assignee shall become solely responsible for performing any and all obligations contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Consistent with the terms of Permit No. LRC-2017-583, Applicants will notify the District and SHPO prior to the transfer of the permit and the liabilities associated with compliance with its terms and conditions, including this MOA. The assignee must sign the permit transfer page in the space provided and forward a copy of the permit transfer page to the District and SHPO.

### **V. 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 and concurring parties is filed with the ACHP.

### **VI. 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 V,

*23 January 2018*

above. If after thirty (30) days an amendment has not been reached, any signatory may terminate the MOA upon written notification to the other signatories and concurring parties.

Once the MOA is terminated, and prior to work continuing on the undertaking, the District must either (a) execute another 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. The District shall notify the signatories as to the course of action it will pursue. Execution of this MOA by the District and SHPO and implementation of its terms evidence that the Applicants have taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

23 January 2018

MEMORANDUM OF AGREEMENT BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT  
AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
AND  
HH WACKER ACQUISITION LLC  
AND  
GG DR L.L.C.  
REGARDING THE DEVELOPMENT OF 110 NORTH WACKER DRIVE  
LOCATED ON THE CHICAGO RIVER IN  
THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS

SIGNATORY:



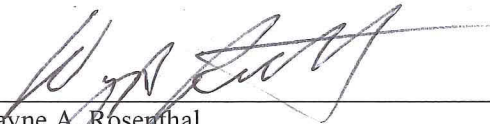
Date 25 JAN 2018

Keith Wozniak  
Chief, Regulatory Branch  
United States Army Corps of Engineers, Chicago District

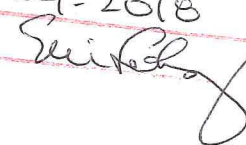
23 January 2018

MEMORANDUM OF AGREEMENT BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT  
AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
AND  
HH WACKER ACQUISITION LLC  
AND  
GG DR L.L.C.  
REGARDING THE DEVELOPMENT OF 110 NORTH WACKER DRIVE  
LOCATED ON THE CHICAGO RIVER IN  
THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS

SIGNATORY:

  
\_\_\_\_\_  
Wayne A. Rosenthal  
Director of the Illinois Department of Natural Resources and  
State Historic Preservation Officer  
Illinois State Historic Preservation Office


Date 1/24/18

APPROVED FOR EXECUTION  
Date: 1-24-2018  
Legal Counsel: 

23 January 2018

**MEMORANDUM OF AGREEMENT BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT  
AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
AND  
HH WACKER ACQUISITION LLC  
AND  
GG DR L.L.C.  
REGARDING THE DEVELOPMENT OF 110 NORTH WACKER DRIVE  
LOCATED ON THE CHICAGO RIVER IN  
THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS**

SIGNATORY:

  
\_\_\_\_\_  
Grant Herlitz  
HH Wacker Acquisition LLC

Date

1/23/18

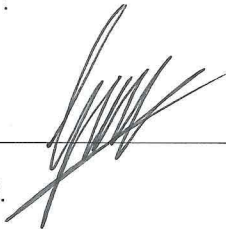


23 January 2018

**MEMORANDUM OF AGREEMENT BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT  
AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
AND  
HH WACKER ACQUISITION LLC  
AND  
GG DR L.L.C.  
REGARDING THE DEVELOPMENT OF 110 NORTH WACKER DRIVE  
LOCATED ON THE CHICAGO RIVER IN  
THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS**

SIGNATORY:

Grant Herlitz  
GG DR L.L.C.



Date

1/23/18