

**MEMORANDUM OF AGREEMENT AMONG
BALLY'S CORPORATION, THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY, AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE CHICAGO TRIBUNE PUBLISHING CENTER
AND CONSTRUCTION OF BALLY'S CHICAGO CASINO ENTERTAINMENT
COMPLEX AT 703 WEST CHICAGO AVENUE, CHICAGO, ILLINOIS
(SHPO LOG #019030424)**

WHEREAS, Bally's Corporation (Owner) plans to undertake the demolition of the Chicago Tribune Publishing Center at 703 W. Chicago Avenue in Chicago (Building) and construction of the Bally's Chicago Casino Entertainment Complex; and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit from the Illinois Environmental Protection Agency (IEPA), thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, the Owner has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the SHPO currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

WHEREAS, on May 31, 2024, the Officer determined that the Building at 703 W. Chicago Avenue is eligible to be listed on the National Register of Historic Place (NRHP); and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the Building that is eligible to be listed on the NRHP; and

NOW, THEREFORE, the Owner, IEPA, and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties.

STIPULATIONS

I. MITIGATION

The Owner shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. The Owner will ensure that the following mitigation measures are completed by the Contractor:

A. Documentation

1. A written historic narrative of the Chicago Tribune, detailing its historic context and cultural contributions in the Chicago region, shall be completed and digitally submitted to the Officer.
2. Digital photography of the building including its site and exterior elevations, shall be taken and digitally submitted to the Officer.
3. Upon the Contractor's finalization of all work necessary to perform the narrative and photography stipulated in A. Documentation before demolition, the applicant may commence demolition activities to the building.

II. DURATION

This Agreement shall be effective until such time as all of its mitigation measures have been completed or it is amended or terminated and replaced. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Owner shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Owner shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Owner's efforts to carry out the terms of this Agreement.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the Owner shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

- A. The Owner's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This Agreement 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 is signed by all of the signatories.

VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG #019030424)**

SIGNATORY

Bally's Corporation (Owner)

Signature:  _____ Date: 7/31/24

Name: MICHAEL ANZELC

Title: VICE PRESIDENT DEVELOPMENT

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____


Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By:  Date: 7/31/24
Anthony Rubano, DSHPO
Illinois Department of Natural Resources