

**MEMORANDUM OF AGREEMENT (NO. 2)
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS,
CHICAGO DISTRICT,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
AND HRP EXCHANGE 55, LLC
REGARDING THE DEMOLITION OF
THE CRAWFORD ELECTRICAL GENERATING PLANT AND
NEW CONSTRUCTION AT 3501 SOUTH PULASKI ROAD IN CHICAGO, ILLINOIS
(SHPO LOG #005012419)**

WHEREAS, in accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (33 CFR § 325 Appendix C), the United States Army Corps of Engineers, Chicago District (hereinafter, “Corps” or “USACE”) issued a Regional Permit 1 (LRC-2019-00385) verification letter on December 3, 2019, pursuant to Section 10 of the Rivers and Harbors Act of 1899, 33 U.S.C. 403, authorizing the redevelopment of 3501 South Pulaski Road, Chicago, Cook County, Illinois and construction of a commercial development on the site commonly known as the Exchange 55 Business Park located along the Chicago Sanitary and Ship Canal, in Section 35, Township 39 North, Range 13 East, City of Chicago, Cook County, Illinois (hereinafter, “Undertaking”); and,

WHEREAS, the Corps authorized the removal of an overhead power line and outfall structure, re-grading along approximately 80 feet of shoreline, and construction of three new stormwater outfalls along the Chicago Sanitary and Ship Canal in the 2019 Regional Permit 1 verification, and the Regional Permit Program issued in 2017 (as modified in 2020) defined “Single and complete project” as “the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers” and therefore the demolition of the extant buildings and appurtenances on the overall site, as well as all redevelopment activities, fell within the Regional Permit scope; and,

WHEREAS, the authorized work was completed in the summer of 2021 by HRP Exchange 55, LLC (hereinafter, “Permittee”) as documented by reports submitted by the Will-South Cook Soil and Water Conservation District and confirmed by the Corps during a site visit; and,

WHEREAS, the Corps consulted with the Illinois State Historic Preservation Office (“SHPO”) and the parties came to an agreement on the Undertaking’s area of potential effects (hereinafter, “APE”), as the footprint of the project (Appendix A); and,

WHEREAS, the Commonwealth Edison Crawford Electrical Generating Plant at 3501 South Pulaski Road in Chicago, Cook County, IL (hereinafter, “Crawford Plant”), has been determined eligible for listing in the National Register of Historic Places; and,

WHEREAS, the Corps determined and SHPO concurred that the Undertaking will have an Adverse Effect on the Crawford Plant; and,

WHEREAS, the Chicago Sanitary and Ship Canal Historic District was entered in the National Register of Historic Places on December 20, 2011, and is immediately adjacent to the project area and is included in the APE for the project; and,

WHEREAS, the Corps determined, and SHPO concurred, that the Undertaking will have No Adverse Effect on the Chicago Sanitary and Ship Canal Historic District; and,

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

WHEREAS, in accordance with 33 CFR § 325 Appendix C paragraph 7(d), the Corps notified the Advisory Council on Historic Preservation (hereafter, “ACHP”) of its adverse effect determination and the ACHP chose not to participate in the consultation pursuant to 33 CFR § 325 Appendix C paragraphs 7(d) and 9; and

WHEREAS, the Corps, the Illinois SHPO, the developer of the Crawford Plant as an invited signatory, collectively the “Parties”, signed a Memorandum of Agreement on October 29, 2019 (hereafter, “MOA No. 1”) , to which the City of Chicago Department of Planning and Development Historic Preservation Division (hereafter, “Chicago DPD”) and Preservation Chicago were given the opportunity to sign as concurring parties, agreeing to implement the Undertaking in accordance with all stipulations of MOA No. 1 to account for the adverse effect of the Undertaking on the Crawford Plant; and,

WHEREAS, on October 7, 2022, Permittee informed the Corps that initial efforts to comply with Stipulation I(B) of MOA No. 1 were delayed due to Covid-19 pandemic related site restrictions at the Fisk Street Generating Station (hereafter, “Mitigation Site”), and that the Mitigation Site owners permanently barred Permittee from accessing the Mitigation Site, rendering Permittee unable to complete Stipulation I(C) of MOA No. 1; and,

WHEREAS, on October 29, 2022, MOA No. 1 became null and void in accordance with Stipulation II of MOA No. 1, “This MOA will be null and void if its terms are not carried out within three (3) years from the date of its execution,” and therefore the Permittee could not comply with Special Condition 8 of the 2019 Regional Permit 1 verification letter which required Permittee to “fully implement” MOA No. 1, the Corps notified Permittee of the resulting permit non-compliance in a letter dated December 13, 2022; and,

WHEREAS, the Permittee proposed to fund an educational exhibit as a potential resolution to the alleged permit noncompliance and to further enhance the historical preservation of the Crawford Plant, and Permittee identified Loyola University of Chicago, an Illinois not-for-profit corporation (hereafter, “Loyola”), as an organization which would be well-suited to preserve the history of the former Crawford Plant. Loyola’s Archives & Special Collections is a well-respected, publicly available historical archive with an extensive record related to Chicago history and the Commonwealth Edison Company, and the Corps subsequently approved the proposal in an email dated May 19, 2023; and,

NOW, THEREFORE, the Corps and the Illinois State Historic Preservation Office, Permittee as an invited signatory, and the City DPD and Preservation Chicago as concurring parties, agree that the stipulations of this MOA No. 2 will achieve an acceptable level of resolution of the adverse effects of the completed Undertaking:

STIPULATIONS

I. TERMS

- A. The Corps will not consider the alleged permit non-compliance officially resolved until MOA No. 2 has been executed by all Parties.

B. MITIGATION

1. To resolve the adverse effects of the Undertaking and to resolve the alleged Non-Compliance, the Permittee agrees to irrevocably donate to Loyola a charitable gift consisting of:
 - a. A collection of personal papers, manuscripts, and other materials related to the Crawford Electrical Generating Station, and to make the materials available for historical and preservation purposes to be held in the Loyola University Archives and Special Collections for the “Crawford Station Historical Preservation Project” (hereinafter the Project); and
 - b. A monetary donation in the amount of Forty-Five Thousand Dollars (\$45,000.00) to Loyola to fund the Project, an educational exhibit, including the storage, preservation, and interpretation of the historical materials described in Stipulation I.B.1.a.

II. DURATION

This MOA will be null and void if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, the Corps may consult with the other Parties to reconsider the terms of this MOA and amend it in accordance with Stipulation IV 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 Corps shall consult with such party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:

- A. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The ACHP shall provide the Corps 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 Corps 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 Corps 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 Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely advice or comments from the ACHP, signatories, and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. The Corps' 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 and is filed with the ACHP.

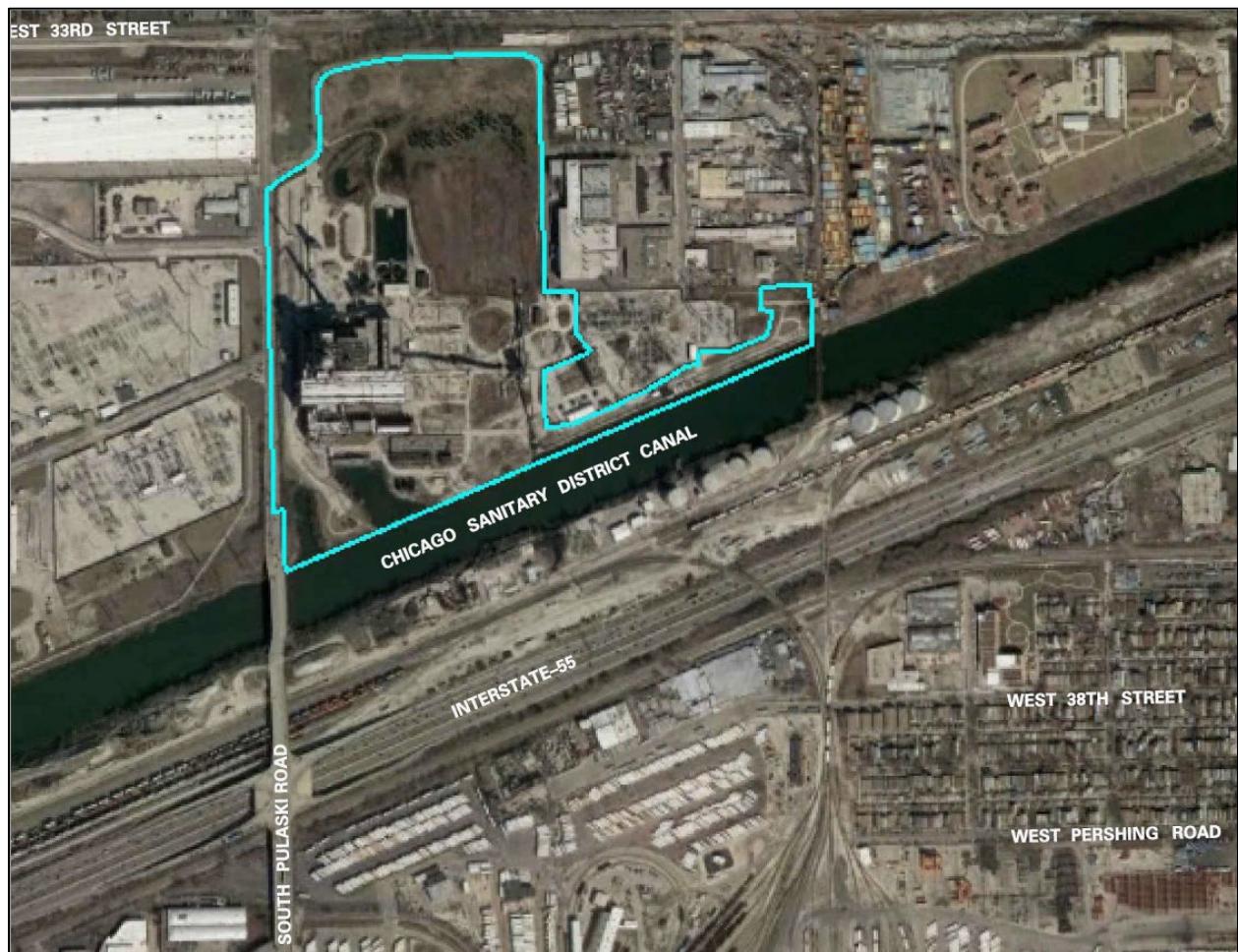
V. **TERMINATION**

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

Once the MOA is terminated, the Corps must either (a) execute another MOA pursuant to 33 CFR § 325 Appendix C, Paragraph 8, or (b) request, take into account, and respond to the comments of the ACHP under 33 CFR § 325 Appendix C, Paragraph 9. The Corps shall notify the signatories as to the course of action it will pursue.

Execution of this MOA No. 2 by the Corps, SHPO, and Permittee, and implementation of its terms, is evidence that the Corps has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

This MOA No. 2 is binding upon the signatories hereto not as individuals, but solely in their capacity as officials of their respective organizations and acknowledges proper action of each organization to enter into the same.



Appendix A. APE Map.

(Signature Pages Follow)

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(SHPO LOG #005012419)**

SIGNATORY:

United States Army Corps of Engineers, Chicago District

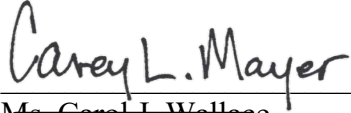
Colonel Kenneth P. Rockwell
District Commander
United States Army Corps of Engineers, Chicago District

Date _____

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SIGNATORY:

Illinois State Historic Preservation Office (SHPO)



Date 12/8/2025

~~Ms. Carol J. Wallace~~

Carey L Mayer

~~Cultural Resources Coordinator~~

Deputy State Historic Preservation Officer

Illinois Department of Natural Resources

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INVITED SIGNATORY:

HRP Exchange 55, LLC



Ms. Anne R. Garr
Secretary

Date 12/11/2025

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CONCURRING PARTY:

City of Chicago, Landmarks Division



Date Dec. 5, 2025

Mr. Matt Crawford
Architectural Historian
City of Chicago, Landmarks Division

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CONCURRING PARTY:

Preservation Chicago

[Declined to Sign]

Date_____

Mr. Ward Miller
Executive Director
Preservation Chicago