

SUBSTITUTE ORDINANCE

WHEREAS, the City of Chicago (the “City”) is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is the owner of the property located at 1325 W. 119th Street, Chicago, IL 60643 (PINs 25-29-101-025-0000 & 25-29-101-027-0000), as legally described in Exhibit A attached hereto (the “Original Property”); and

WHEREAS, the City is the owner of former railroad property located in the vicinity of the Original Property (PIN 25-29-200-001-0000), as legally described in Exhibit B attached hereto (the “Additional Property”); and

WHEREAS, together the Original Property and the Additional Property constitute the “Property”; and

WHEREAS, West Pullman Development Partners, LLC, an Illinois limited liability company (“Licensee”), proposes to remediate and redevelop the Property and certain adjacent non-City-owned land as an industrial warehouse facility; and

WHEREAS, the City, through its Department of Assets, Information and Services, as predecessor to the Department of Fleet and Facility Management (“2FM”), and Licensee previously entered into a Right of Entry Agreement dated July 6, 2023, and attached hereto as Exhibit C (the “ROE”), pursuant to which the City gave Licensee access to the Original Property to assess its condition and perform other due diligence work; and

WHEREAS, the Commissioner of 2FM (the “Commissioner”) has the authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050 (12) of the Municipal Code of Chicago; and

WHEREAS, after 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, the 180-day period allowed under Section 2-51-050 (12) for the ROE expired on January 6, 2024; and

WHEREAS, the City has determined that it is necessary to expand the ROE to include the Additional Property and to extend the ROE in order for Licensee to continue its due diligence work in preparation for the closing of the land sale; ***now, therefore,***

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner and a designee of the Commissioner are each hereby

authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the ROE with retroactive effect to January 6, 2024, in substantially the form attached hereto as Exhibit D (the "First Amendment"), and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment and this ordinance, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A – Legal Description of Original Property
Exhibit B – Legal Description of Additional Property
Exhibit C – Right of Entry Agreement
Exhibit D – First Amendment to Right of Entry Agreement

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL PROPERTY

PIN: 25-29-101-025-0000

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 LYING NORTH OF THE NORTH LINE OF 120TH STREET (EXCEPT RACINE AVENUE) AND (EXCEPT THE WEST 400 FEET) AND (EXCEPT THE NORTH 88 FEET) AND (EXCEPT THAT PART LYING EASTERLY AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF 120TH STREET 139.5 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 THENCE NORTH PARALLEL TO THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 269.37 FEET THENCE NORTHEASTERLY ALONG A CURVE CONVEX NORTHEASTERLY HAVING A RADIUS OF 402.77 FEET A DISTANCE OF 200 FEET TO A POINT ON THE WEST LINE OF RACINE AVENUE) AND (EXCEPT THAT PART LYING EASTERLY OF THE PROPOSED EASTERLY LINE OF SOUTH ADA STREET AND EASTERLY AND NORTHERLY OF PROPOSED 120TH STREET PER ORDINANCE 29-34-99-2394 AND LYING WESTERLY OF A LINE 412.61 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4) OF SECTION 29 TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-29-101-027-0000

THE SOUTH 55 FEET OF THE NORTH 88 FEET OF THE WEST 466 FEET TOGETHER WITH THE SOUTH 55 FEET OF THE NORTH 88 FEET OF THE EAST 412.61 FEET (EXCEPT THE STREET) ALL IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29 TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

PIN: 25-29-200-001-0000

THE NORTH 25 FEET OF BLOCK 3 AND 4 IN FIRST ADDITION TO WEST PULLMAN, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

THE NORTH 25 FEET OF VACATED ABERDEEN STREET LYING SOUTH OF THE SOUTH LINE OF WEST 119TH STREET AND BETWEEN BLOCKS 3 AND 4 IN FIRST ADDITION TO WEST PULLMAN DESCRIBED AFORESAID; ALSO

THE NORTH 25 FEET OF VACATED RACINE AVENUE LYING SOUTH OF THE SOUTH LINE OF WEST 119TH STREET AND FALLING IN THE WEST 33 FEET OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

THE NORTH 25 FEET OF VACATED MORGAN STREET LYING SOUTH OF THE SOUTH LINE OF WEST 119TH STREET AND FALLING IN THE EAST 33 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 33 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

RIGHT OF ENTRY AGREEMENT

(ATTACHED)

EXHIBIT D

FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT

This First Amendment to Right of Entry Agreement (this “First Amendment”) is entered into as of January 6, 2024, between **WEST PULLMAN DEVELOPMENT PARTNERS, LLC**, an Illinois limited liability company, or an affiliate (“Licensee”), and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the “City”), through its Department of Fleet and Facility Management (“2FM”).

WITNESSETH:

WHEREAS, Licensee and the City are parties to that certain Right of Entry Agreement dated July 6, 2023 (the “Agreement”), relating to certain City-owned property (as defined in the Agreement”); and

WHEREAS, Licensee and the City desire to modify the terms of the Agreement, as more specifically set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this First Amendment shall have the same meanings given to said terms in the Agreement, unless otherwise expressly provided herein.

2. Expansion of Property. The term “Property” is hereby amended to insert the language underlined, as follows:

1325 W. 119th Street, Chicago, IL 60643 (PINs 25-29-101-025-0000; 25-29-101-027-0000; and 25-29-200-001-0000), as legally described on **Exhibit 1** attached hereto.

3. Term. The first two sentences of Paragraph 3 of the Agreement are hereby amended to delete the language struck-through and insert the language underlined, as follows:

The term of this Agreement (the “Term”) shall begin on the Effective Date and shall terminate upon the earlier of: (a) ~~twenty-nine (29) days after the Effective Date for a period not to exceed thirty (30) days~~ the closing of Licensee’s purchase of the Property; or (b) the completion of the Activity and restoration of the Property in accordance with Section 10 hereof, whichever is earlier. ~~The Term may be extended for additional thirty (30) day periods upon notification to and approval by the City’s Department of Assets, Information & Services.~~

4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. Entire Agreement. This First Amendment embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

6. Incorporation of Amendment. Licensee and the City hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

7. Ratification. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

IN WITNESS WHEREOF, License and the City have executed this First Amendment as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Commissioner
Department of Fleet and Facility Management

WEST PULLMAN DEVELOPMENT PARTNERS, LLC, an Illinois limited liability company

By: _____

Name: _____

Its: _____

(Sub) EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

[SEE EXHIBITS A & B TO ORDINANCE]