

#22324
INTRO DATE
JAN. 24, 2024

CITY OF CHICAGO
APPLICATION FOR AN AMENDMENT TO
THE CHICAGO ZONING ORDINANCE

1. ADDRESS of the property Applicant is seeking to rezone:
4041, 4115 & 4147 W. Ogden and 2309 S. Keeler, Chicago, Illinois

2. Ward Number that property is located in: 22nd Ward

3. APPLICANT IDIL Ogden, LLC
ADDRESS 9500 W. Bryn Mawr Ave., Suite 140 CITY Rosemont
STATE IL ZIP CODE 60018 PHONE 630-919-1048
EMAIL peter.moriarty@idilogistics.com CONTACT PERSON Peter Moriarty

4. Is the applicant the owner of the property? YES X NO _____
If the applicant is not the owner of the property, please provide the following information regarding the owner and attach written authorization from the owner allowing the applicant to proceed.
OWNER Same as above
ADDRESS _____ CITY _____
STATE _____ ZIP CODE _____ PHONE _____
EMAIL _____ CONTACT PERSON _____

5. If the Applicant/Owner of the property has obtained a lawyer as their representative for the rezoning, please provide the following information:
ATTORNEY Katie Jahnke Dale - DLA Piper LLP (US)
ADDRESS 444 W Lake, Suite 900
CITY Chicago STATE IL ZIP CODE 60606
PHONE 312-368-2153 FAX 312-251-2856
EMAIL katie.dale@dlapiper.com; richard.klawiter@dlapiper.com

6. If the applicant is a legal entity (Corporation, LLC, Partnership, etc.) please provide the names of all owners as disclosed on the Economic Disclosure Statements:

See attached Economic Disclosure Statements

7. On what date did the owner acquire legal title to the subject property? October 25, 2022
8. Has the present owner previously rezoned this property? If yes, when? No
9. Present Zoning District M1-2 Limited Manufacturing/Business Park and C2-2 Motor Vehicle Related Commercial District
Proposed Zoning District M1-2 Limited Manufacturing/Business Park, then to an Industrial Planned Development
10. Lot size in square feet (or dimensions) 648,667 square feet
11. Current Use of the Property Industrial, Warehousing, Light Manufacturing
12. Reason for rezoning the property Mandatory planned development pursuant to Section 17-8-0512-B (Large Industrial Developments).
13. Describe the proposed use of the property after the rezoning. Indicate the number of dwelling units; number of parking spaces; approximate square footage of any commercial space; and height of the proposed building. (BE SPECIFIC)
The Applicant requests a rezoning of the subject property from the M1-2 Limited Manufacturing/Business Park District and C2-2 Commercial District to the M1-2 Manufacturing/Business Park District and then to an Industrial Planned Development to permit the construction of a one-story 246,200 square foot industrial building with 26 loading docks, 271 vehicular parking spaces and an overall FAR of 0.38.
14. The Affordable Requirements Ordinance (ARO) that requires on-site affordable housing units and/or a financial contribution for residential housing projects with ten or more units that receive a zoning change which, among other triggers, increases the allowable floor area, or, for existing Planned Developments, increases the number of units (see attached fact sheet or visit www.cityofchicago.org/ARO for more information). Is this project subject to the ARO?
YES _____ NO X _____

COUNTY OF COOK
STATE OF ILLINOIS

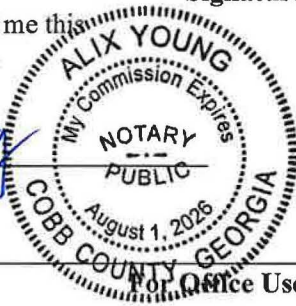
Shawn Warren, authorized signatory of IDIL OGDEN, LLC, being first duly sworn on oath, states that all of the above statements and the statements contained in the documents submitted herewith are true and correct.



Signature of Applicant

Subscribed and Sworn to before me this
12 day of December 2023.

Alix Young
Notary Public



For Office Use Only

Date of Introduction: _____

File Number: _____

Ward: _____



DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
www.dlapiper.com

Katie Jahnke Dale
Katie.dale@us.dlapiper.com
T 312.368.2153

January 9, 2024

Acting Chair Lawson
City of Chicago Committee on Zoning
Room 304, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Laura Flores, Chairwoman
Chicago Plan Commission
Room 1000, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

**Re: Application for Planned Development / Affidavit of Notice of Filing
4041, 4115 & 4041 W. Ogden and 2309 S. Keeler, Chicago, IL**

Dear Acting Chair Lawson:

The undersigned, Katie Jahnke Dale, an attorney with the law firm of DLA Piper LLP (US), which firm represents IDIL Ogden, LLC, the applicant for a proposal to rezone the subject M1-2 Limited Manufacturing/Business Park and C2-2 Motor Vehicle Related Commercial District to M1-2 Limited Manufacturing/Business Park then Industrial Planned Development, that they intend to comply with the requirements for Section 17-13-0107 of the Chicago Zoning Ordinance by sending written notice to such property owners who appear to be the owners of the property within the subject area not solely owned by the applicant, and to the owners of all property within 250 feet in each direction of the lot line of the subject property, exclusive of public roads, streets, alleys and other public ways. Said written notice will be sent by First Class U.S. Mail, no more than 30 days before filing the application.

The undersigned certifies that the notice contains the address of the property sought to be rezoned; a statement of the intended use of the property; the name and address of the applicant; the name and address of the owner; a statement that the applicant intends to file the application for change in zoning on approximately January 24, 2024; and a source for additional information on the application.

The undersigned certifies that they have made a bona fide effort to determine the addresses of the parties to be notified under Section 17-13-0107 of the Chicago Zoning Ordinance, and that the accompanying list of names and addresses of surrounding property owners within 250 feet of the subject site is a complete list containing the names and addresses of the people required to be served.

Very truly yours,

DLA PIPER LLP (US)

Katie Jahnke Dale
Katie Jahnke Dale

Subscribed and sworn to before me
This 9th day of January, 2024

[Signature]

Notary Public





DLA Piper LLP (US)
444 W. Lake Street Suite 900
Chicago, Illinois 60606
www.dlapiper.com

Katie Jahnke Dale
Katie.dale@us.dlapiper.com
T 312.368.2153

January 24, 2024

FIRST CLASS MAIL

Dear Sir or Madam:

In accordance with the requirements for an Amendment to the Chicago Zoning Ordinance, specifically Section 17-13-0107 of the Municipal Code of the City of Chicago, please be informed that on or about January 24, 2024 the undersigned, on behalf of IDIL Ogden, LLC (the "Applicant"), intends to file an application to rezone the property generally located at 4041, 4115 & 4147 W. Ogden and 2309 S. Keeler, Chicago, Illinois (the "Property") from M1-2 Limited Manufacturing/Business Park and C2-2 Motor Vehicle Related Commercial District to M1-2 Limited Manufacturing/Business Park then to an Industrial Planned Development. A map of the Property is printed on the reverse side of this letter.

The Property is currently utilized for commercial, residential, religious assembly uses. The Applicant requests a rezoning of the subject property from M1-2 Limited Manufacturing/Business Park and C2-2 Motor Vehicle Related Commercial District to M1-2 Limited Manufacturing/Business Park and then to an Industrial Planned Development in order to allow for the development of a one-story 246,200 square foot industrial building with 26 loading docks and 271 vehicular parking spaces. The overall FAR will be 0.38.

Please note that the Applicant is not seeking to rezone or purchase your property. You are receiving this notice as required by the Chicago Municipal Code because the assessor's tax records indicate that you own property within 250 feet of the Property.

I am an authorized representative of the Applicant, and my address is 444 W. Lake Street, Suite 900, Chicago, IL 60606. IDIL Ogden, LLC is the Applicant and owner of the Property. The address of the Applicant is 9500 Bryn Mawr Ave., Suite 140, Rosemont, Illinois.

Please contact me at 312-368-2153 with questions or to obtain additional information.

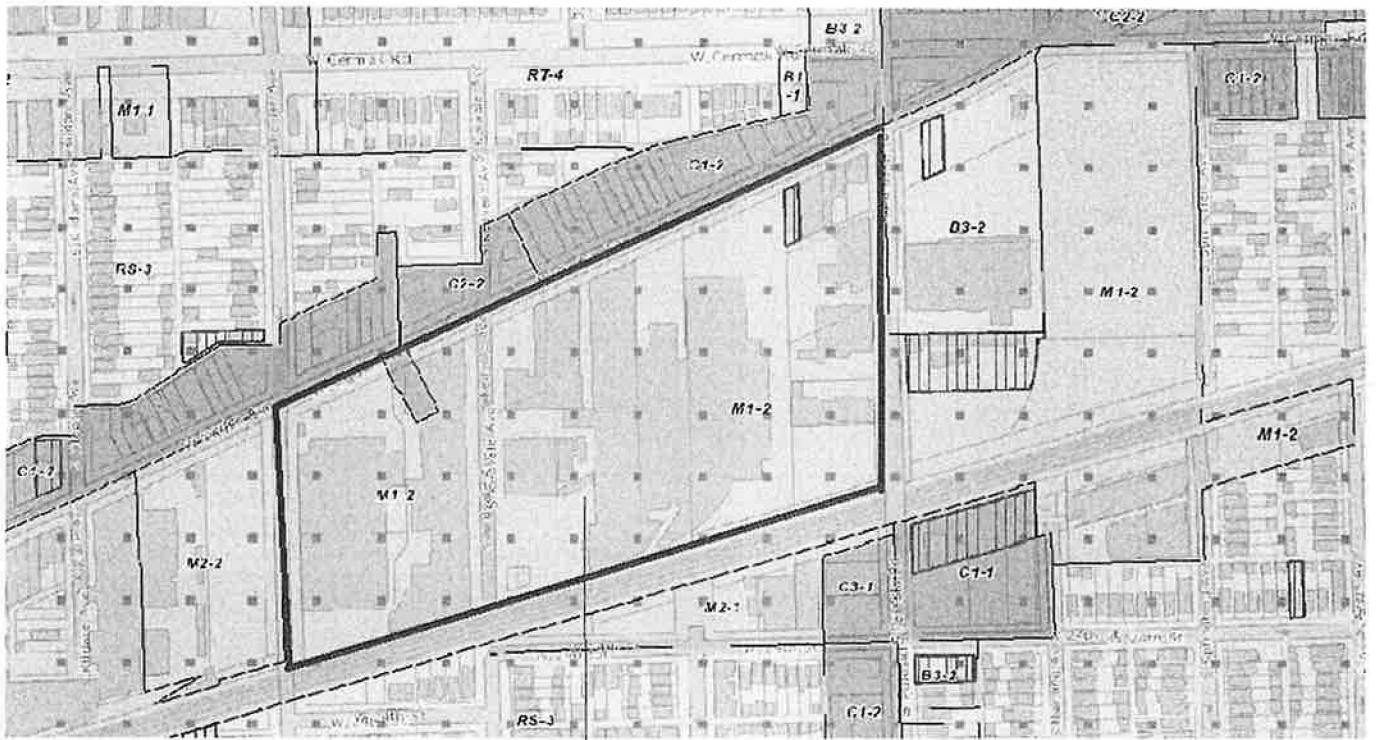
Very truly yours,

DLA Piper LLP (US)

A handwritten signature in black ink that reads 'Katie Jahnke Dale'.

Katie Jahnke Dale

MAP:



Subject Property

PINs: 16-27-211-011-0000; 16-27-211-017-0000; 16-27-211-016-0000; 16-27-211-013-0000; 16-27-211-019-0000; 16-27-210-004-0000; 16-27-210-006-0000

PREPARED BY:

Dykema Gossett PLLC
Chase L. Cantrell, Esq
400 Renaissance Center
Detroit, MI 48243



AND WHEN RECORDED MAIL TO:

Old Republic Title Company
Attn: Post Closing
530 South Main Street
Suite 1031
Akron, OH 44311
01-12198673-03R

Doc#: 1321416025 **Fee:** \$88.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/02/2013 10:57 AM Pg: 1 of 9

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ACCESS EASEMENT AGREEMENT

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of this 27th day of June, 2013, by and between K TOWN INVESTMENTS LLC, an Illinois limited liability company ("Grantor"), and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Grantee").

The following recitals of fact are a material part of this Agreement:

A. The Grantor is the holder of legal title to a certain parcel of land in the City of Chicago (the "City"), County of Cook and State of Illinois which is legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Easement Area");

B. The Grantee is the holder of legal title to a certain parcel of land in the City, which lies south and east of and adjoins the Easement Area in part and is legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Benefitted Parcel"; the Easement Area and the Benefitted Parcel are hereinafter individually sometimes referred to as a "Parcel" and are hereinafter together referred to as the "Parcels");

C. The Grantor wishes to grant and the Grantee wishes to receive an easement for ingress and egress over, upon and across the Easement Area for the benefit of the Benefitted Parcel, subject to the terms and conditions hereof, all as more fully set forth below; and

D. The parties wish to make certain agreements regarding such easements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

Section 1. Ingress and Egress Easement over the Easement Area.

The Grantor hereby grants to the Grantee a non-exclusive, perpetual easement for ingress and egress over, upon and across the Easement Area to provide access for motor vehicles owned by Grantee or its employees, agents or contractors to and from the Benefitted Parcel from and to the public roadway commonly known as Ogden Avenue for the purpose of allowing Grantee or its employees, agents or contractors to operate, repair and maintain the Benefitted Parcel and the improvements located thereon. Grantee shall, and shall cause its employees, agents or contractors, to comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations, and all reasonable rules and regulations of Grantor, relating to or affecting the Easement Area and the use by Grantee and its employees, agents or contractors. Grantee shall not be allowed to park or permit its employees, agents or contractors to park any vehicles in the Easement Area; provided, however, so long as Grantee does not block or hinder other vehicular traffic in the Easement Area, and provided space is available, Grantee shall be allowed to park or permit its employees, agents or contractors

to park one vehicle on a temporary basis in the area adjacent to the westerly perimeter boundary of the Benefitted Parcel during the time or times that Grantee is performing repairs or maintenance to the Benefitted Parcel and the improvements located thereon.

Section 2. Maintenance.

Grantor shall maintain the Easement Area to keep the same in a usable condition, including snow plowing, landscaping, cleaning, lighting and access gate maintenance, all as Grantor reasonably determines to be necessary. As compensation to Grantor for said maintenance, Grantee shall promptly pay to Grantor and its successors and assigns at the address listed for Grantor in Section 9 below the amount of Five Hundred Dollars (\$500.00) each calendar year in advance on or before January 1st of the applicable calendar year ("Maintenance Payment"), commencing with January 1, 2014. The amount of the Maintenance Payment shall be increased annually by five percent (5%), compounded, to cover inflation and other increased costs incurred by Grantor or its successors and assigns. Grantee shall make a partial year payment to Grantor on the date hereof in the amount of Two Hundred Fifty Dollars (\$250.00) for the calendar year 2013. In performing its maintenance and repair of the Easement Area, Grantor shall use reasonable efforts to minimize interference with the rights granted to Grantee pursuant to this Agreement, provided Grantee cooperates with Grantor with respect to Grantor's schedule for such repairs and maintenance.

Section 3. Force Majeure; Interruption of Services.

If Grantor fails to perform in a timely manner any of the maintenance obligations to be performed under this Agreement, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, acts of terror, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by Grantee, its employees, agents, licensees, invitees or contractors, or any other cause beyond the reasonable control of Grantor, then Grantor shall not be deemed in default hereunder as a result of such failure.

Section 4. Other Grantor Property.

Grantor and Grantee acknowledge and agree that the easement herein granted to the Grantee is not appurtenant to any other land that has common ownership or may hereinafter come into common ownership with Grantor or any successor owner of the Easement Area.

Section 5. Covenants Running with the Land.

All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 6. Transfer of Ownership.

Upon a transfer of ownership of the Easement Area, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such

transferor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Parcel or portion thereof being transferred.

Section 7. Indemnity and Insurance.

The Grantee shall indemnify and hold harmless the Grantor, its members and managers and its and their successors and assigns from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the Grantee's or its employees', agents', licensees', invitees' or contractors' negligent use of the Easement Area, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of the Grantor or its employees, agents, licensees, invitees, or contractors or the acts of other parties who have been granted any easement by the Grantor upon, over and across the Easement Area.

Grantee shall carry at all times, with respect to the Easement Area, commercial general public liability insurance, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name Grantor and its successors and assigns as additional insureds. Grantee shall, from time to time upon the request of Grantor and, in any event, not less than annually, furnish to the other party policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or allowed to expire without at least thirty (30) days' prior written notice to Grantor.

Section 8. Right to Relocate.

Grantor shall have the right to relocate, at its sole cost and expense, the Easement Area to another area owned by Grantor or an affiliate of Grantor, provided such relocated easement area provides substantially the same level of access to and from the Benefitted Parcel to a public roadway as existed prior to such relocation. Grantor shall not permit such relocation to unreasonably interfere with Grantee's access to the Benefitted Parcel, and Grantor shall at all times provide access to Grantee to either the initial Easement Area granted by Grantor pursuant to this Agreement or the easement area as relocated pursuant to this Section.

Section 9. Notices.

All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, or on the date of delivery or refusal of delivery if sent by courier or nationally recognized overnight delivery service, addressed as follows:

- (a) If to the Grantor: K Town Investments LLC
4115 W. Ogden Avenue
Chicago, IL 60623

(b) If to the Grantee: Global Signal Acquisitions IV LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attention: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party in the manner aforesaid.

Section 10. Miscellaneous.

Time is of the essence of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, and together shall constitute one and the same agreement. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof. In the event any terms or provisions of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect. This Agreement shall be governed by the internal laws of the State of Illinois. In any action or proceeding between the parties arising out of or in connection with this Agreement or the breach or enforcement hereof, (i) venue shall lie in the Circuit Court of Cook County, Illinois, and (ii) the party prevailing in such proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees from the non-prevailing party. This writing constitutes the entire agreement between the parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by written instrument signed by both parties or their applicable successors and assigns.


[Remainder of page intentionally blank; signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

K TOWN INVESTMENTS LLC,
an Illinois limited liability company

By: Ogden Development L.L.C., an Illinois
limited liability company, its Member

By:  _____

Name: David Wilson

Its: Member

GRANTEE:

**GLOBAL SIGNAL ACQUISITIONS IV
LLC.** a Delaware limited liability company

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

K TOWN INVESTMENTS LLC,
an Illinois limited liability company

By: Ogden Development L.L.C., an Illinois
limited liability company, its Member

By: _____

Name: _____

Its: Member

GRANTEE:

**GLOBAL SIGNAL ACQUISITIONS IV
LLC,** a Delaware limited liability company

By: Angela A. Siebe

Name: Angela Siebe

Director

Its: Land Acquisition Operations

EXHIBIT A

LEGAL DESCRIPTIONS OF THE PARCELS

Legal Description of the Easement Area

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES BEING LOCATED IN BLOCK 5 IN THE SUBDIVISION OF SOPHRONIA J. CRAWFORD OF THE EAST TWO-THIRDS OF THE EAST HALF OF THE NORTHEAST QUARTER, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RECORDED AS DOCUMENT NO. 309108; ALSO BEING LOCATED IN THAT PART OF KEDVALE AVENUE VACATED JUNE 16, 1994 BY THE CITY OF CHICAGO 'VACATION ORDINANCE' DESCRIBED AND SHOWN IN DOCUMENT NOS. 94801257 AND 94801258 RESPECTIVELY, ALL BEING SITUATED IN SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST TOWN TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 5 WITH THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED KEDVALE AVENUE; THENCE NORTH 00 DEGREES 02 MINUTES 32 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 74.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 25 SECONDS EAST 11.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02 MINUTES 35 SECONDS WEST 13.00 FEET; THENCE NORTH 45 DEGREES 02 MINUTES 35 SECONDS WEST 7.07 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 25 SECONDS WEST 39.76 FEET; THENCE NORTH 45 DEGREES 02 MINUTES 35 SECONDS WEST 7.07 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 35 SECONDS WEST 507.85 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE; THENCE NORTH 65 DEGREES 50 MINUTES 38 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 13.15 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 35 SECONDS EAST 501.22 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 35 SECONDS EAST 7.07 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 25 SECONDS EAST 53.57 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 35 SECONDS EAST 7.07 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 35 SECONDS EAST 25.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 25 SECONDS WEST 25.81 FEET TO THE POINT OF BEGINNING, CONTAINING 7414 SQ.FT. OR 0.17 ACRES.

PIN: Part of 16-27-211-015; Part of 16-27-211-013; and Part of 16-27-210-006

Commonly known as: Part of the rear, vacant portion of 4115 W. Ogden Avenue, and part of the vacated street formerly known as Kedvale Avenue, Chicago, IL 60623.

[CONTINUED ON THE FOLLOWING PAGE]

Legal Description of the Benefitted Parcel

A PARCEL OF LAND BEING LOCATED IN BLOCK 5 IN THE SUBDIVISION OF SOPHRONIA J. CRAWFORD OF THE EAST TWO-THIRDS OF THE EAST HALF OF THE NORTHEAST QUARTER, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD IN SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. 309108 SITUATED IN WEST TOWN TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 5 WITH THE EASTERLY RIGHT OF WAY LINE OF VACATED KEDVALE AVENUE, SAID AVENUE BEING VACATED BY THE CITY OF CHICAGO 'VACATION ORDINANCE' PER DOCUMENT NO. 94801257; THENCE NORTH 00 DEGREES 02 MINUTES 32 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 32 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE 53.85 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 25 SECONDS EAST 50.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 32 SECONDS WEST 40.00 FEET; THENCE SOUTH 74 DEGREES 28 MINUTES 46 SECONDS WEST 51.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2346 SQ.FT. OR 0.05 ACRES.

PIN: Part of 16-27-211-015

Commonly known as: A cell tower pad site located in part of the rear, vacant portion of 4115 W. Ogden Avenue, Chicago, IL 60623.

Note: It is the intention of the Grantor and Grantee to file a petition for division in the Office of the Cook County Assessor in order to have the Assessor create a new, distinct PIN for the Benefitted Parcel.