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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/13/2019 02:49 PM PG: 1 OF 9

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2019-3393A

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT**

(6850 North McCormick Boulevard)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 7th DAY OF MAY, 2019.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
7th day of May, 2019


Village Clerk

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT**

(6850 North McCormick Boulevard)

WHEREAS, Lincolnwood Holdings, LLC ("**Owner**") is the record title owner of that certain parcel of real property consisting of approximately 6.59 acres, located at the address commonly known as 6850 North McCormick Boulevard, Lincolnwood, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village President and Board of Trustees adopted: (i) Ordinance No. Z99-044 on June 17, 1999, approving a special use permit for a planned unit development of the Property and an adjacent property and a preliminary plat of planned unit development; and (ii) Ordinance No. Z2000-064 on March 16, 2000, approving a final plat of planned unit development for the Property and the adjacent property (collectively, the "**PUD Ordinances**"); and

WHEREAS, the PUD Ordinances authorized the development of the Property as a planned unit development for use as a grocery store; and

WHEREAS, the Village President and Board of Trustees subsequently amended the PUD Ordinances by adopting Ordinance Nos. Z99-051, 2000-018, Z2003-179, Z2003-228, Z2004-236, 2008-2824, 2015-3173, and 2018-3362 (collectively, the PUD Ordinances and their amendments are the "**Pratt/McCormick Planned Unit Development**"); and

WHEREAS, pursuant to the Pratt/McCormick Planned Unit Development, the Property was developed and is improved with: (i) one 62,000-square-foot building designed for use by three tenants for various possible retail or commercial uses ("**Large Building**"); and (ii) a surface parking lot located adjacent to, and to the east of, the Large Building; and

WHEREAS, Walmart, Inc. ("**Walmart**") has entered into an agreement with the Owner to lease an approximately 41,700-square-foot portion of the Large Building for the operation of a grocery store; and

WHEREAS, Ordinance No. 2015-3173 specifically amended the Pratt/McCormick Planned Unit Development to permit: (i) the redevelopment of the Large Building for use by three tenants for various possible retail or commercial uses; and (ii) the construction of a 6,000-square-foot building designed for use by two tenants for various possible retail or commercial uses ("**Small Building**"); and

WHEREAS, to date, the Small Building has not been constructed as contemplated by Ordinance No. 2015-3173; and

WHEREAS, Ordinance No. 2018-3362 specifically amended the Pratt/McCormick Planned Unit Development to facilitate the use by Walmart of a portion of the Large Building for the operation of a grocery store; and

WHEREAS, the development plan approved pursuant to Ordinance No. 2018-3362 precludes the construction or use of the Small Building; and

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(6850 North McCormick Boulevard)

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WHEREAS, the Village President and Board of Trustees adopted: (i) Ordinance No. Z99-044 on June 17, 1999, approving a special use permit for a planned unit development of the Property and an adjacent property and a preliminary plat of planned unit development; and (ii) Ordinance No. Z2000-064 on March 16, 2000, approving a final plat of planned unit development for the Property and the adjacent property (collectively, the "**PUD Ordinances**"); and

WHEREAS, the PUD Ordinances authorized the development of the Property as a planned unit development for use as a grocery store; and

WHEREAS, the Village President and Board of Trustees subsequently amended the PUD Ordinances by adopting Ordinance Nos. Z99-051, 2000-018, Z2003-179, Z2003-228, Z2004-236, 2008-2824, 2015-3173, and 2018-3362 (collectively, the PUD Ordinances and their amendments are the "**Pratt/McCormick Planned Unit Development**"); and

WHEREAS, pursuant to the Pratt/McCormick Planned Unit Development, the Property was developed and is improved with: (i) one 62,000-square-foot building designed for use by three tenants for various possible retail or commercial uses ("**Large Building**"); and (ii) a surface parking lot located adjacent to, and to the east of, the Large Building; and

WHEREAS, Walmart, Inc. ("**Walmart**") has entered into an agreement with the Owner to lease an approximately 41,700-square-foot portion of the Large Building for the operation of a grocery store; and

WHEREAS, Ordinance No. 2015-3173 specifically amended the Pratt/McCormick Planned Unit Development to permit: (i) the redevelopment of the Large Building for use by three tenants for various possible retail or commercial uses; and (ii) the construction of a 6,000-square-foot building designed for use by two tenants for various possible retail or commercial uses ("**Small Building**"); and

WHEREAS, to date, the Small Building has not been constructed as contemplated by Ordinance No. 2015-3173; and

WHEREAS, Ordinance No. 2018-3362 specifically amended the Pratt/McCormick Planned Unit Development to facilitate the use by Walmart of a portion of the Large Building for the operation of a grocery store; and

WHEREAS, the development plan approved pursuant to Ordinance No. 2018-3362 precludes the construction or use of the Small Building; and

WHEREAS, the Owner desires to preserve its right to operate the Property as contemplated by Ordinance No. 2015-3153 in the event that Walmart ceases operations from the Property; and

WHEREAS, pursuant to Article VIII, Part A of the “The Village of Lincolnwood Zoning Ordinance,” as amended (“**Zoning Ordinance**”), the Owner filed an application with the Village for approval of an amendment to the Pratt/McCormick Planned Unit Development to permit the use of the Large Building for use by three tenants for various possible retail or commercial uses, and to restore the authority to use the Small Building as contemplated by Ordinance No. 2015-3173 (“**Requested Amendment**”); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of the Requested Relief was duly advertised in the *Chicago Tribune* on March 20, 2019, and was held on April 4, 2019; and

WHEREAS, on April 4, 2019, the Plan Commission made findings and recommendations concerning the Requested Amendment; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Amendment complies with the required standards for special use permits and planned unit developments set forth in Articles V and VIII of the Zoning Ordinance; and

WHEREAS, consistent with the Plan Commission recommendation, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to approve the Requested Amendment, in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF AMENDMENTS TO PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby amend the Pratt/McCormick Planned Unit Development, as follows: in the event that Walmart (or its permitted assignees) ceases to operate from the Large Building for a period of 30 consecutive days or more (“**Walmart Cessation Date**”), then: (a) the approvals and conditions set forth in Sections 2, 3.A, 4, 5.A.2, and 5.B of Ordinance No. 2018-3362 shall automatically become null and void and of no further force and effect; and (b) the Owner shall have the right to develop and use the Property in accordance with the provisions, conditions, and restrictions of Ordinance No. 2015-3172, and in accordance with the variations granted pursuant to Sections 3.B and 3.C of Ordinance No. 2018-3362.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, or any other rights the Owner may have, the amendments approved in Section 2 of this Ordinance are hereby

expressly subject to and contingent upon the development, use, and maintenance of the Proposed Development and the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. The development, use, operation, and maintenance of the Proposed Development and the Property must comply with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance or the Development Agreement.
- B. Restoration. Within six months after the Walmart Cessation Date, the Owner must restore, or cause to be restored, the surface parking lot of the Property in conformance with the development plan approved pursuant to Ordinance No. 2015-3173.
- C. Construction of Small Building. The Owner may not construct the Small Building prior to the Walmart Cessation Date, nor prior to completion of the restoration required pursuant to Section 3.B of this Ordinance.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. CONTINUED EFFECT; CONFLICTS.

- A. Except as expressly modified by this Ordinance, the Pratt/McCormick Planned Unit Development will remain in full force and effect, and the Applicant must comply with all requirements, conditions, and restrictions in the Pratt/McCormick Planned Unit Development. Any violation of this Ordinance will be deemed a violation of the Pratt/McCormick Planned Unit Development and the Zoning Ordinance.
- B. In the event of a conflict between the provisions of any of the Ordinances comprising the Pratt/McCormick Planned Unit Development and the provisions of this Ordinance, the provisions of this Ordinance will control.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Property and inure to the benefit of, and are binding upon, the Owner and its personal representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the amendments approved in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the amendments approved in Section 2 unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law;
 3. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Cook County; and
 4. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit B** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event that the Owner does not deliver fully executed copies of the Unconditional Agreement and Consent within 30 days after the date of final passage of this Ordinance by the Village President and Board of Trustees, as required by Section 9.A.4 of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null

and void and of no force or effect.

PASSED this 7th day of May, 2019.

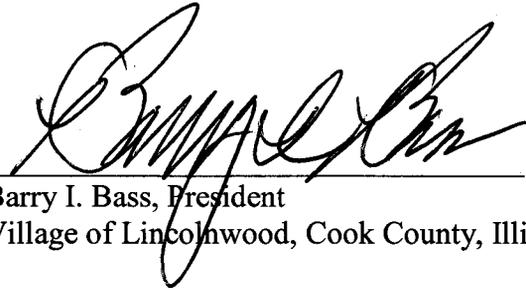
AYES: Trustees Ikezoe-Halevi, Cope, Patel, Hlepas Nickell, Sargon, Klatzco

NAYS: None

ABSENT: None

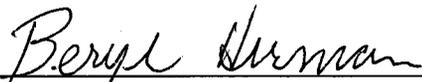
ABSTENTION: None

APPROVED by me this 7th day of May, 2019.



Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
7th day of May, 2019



Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND IN THE NORTHEAST 1/ 4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/ 4 OF SECTION 35, TOWNSHIP 41, RANGE 13 EAST, THENCE NORTHWESTERLY ALONG THE WEST LINE OF THE NORTHEAST 1/ 4 OF SAID SECTION, N 00 DEGREES 14' 59" W FOR A DISTANCE OF 658. 58 FEET; THENCE N 88 DEGREES 10' 15" E FOR A DISTANCE OF 572.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE N 88 DEGREES 10' 15" FOR A DISTANCE OF 941.62 FEET THENCE S 01 DEGREES 54' 22" E FOR A DISTANCE OF 617.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE S 88 DEGREES 07' 30" W FOR A DISTANCE OF 941. 95 FEET ALONG THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE LEAVING SAID RIGHT-OF- WAY N 01 DEGREES 52' 30" W FOR A DISTANCE OF 618.23 FEET TO THE POINT OF BEGINNING.

PIN: 10 - 35 - 203 - 009

Commonly known as: 6850 North McCormick Boulevard, Lincolnwood, Illinois.

EXHIBIT B

Unconditional Agreement and Consent

TO: The Village of Lincolnwood, Illinois ("*Village*");

WHEREAS, Lincolnwood Holdings, LLC ("*Owner*") is the record title owner of that certain property commonly known as 6850 North McCormick Boulevard, in the Village ("*Property*"); and

WHEREAS, Ordinance No. 2019-3393A, adopted by the Village President and Board of Trustees on May 7, 2019 ("*Ordinance*"), approves amendments to an existing planned unit development for the Property, and approves zoning modifications and a special use permit for the Property, to permit the operation of a grocery store on the Property; and

WHEREAS, Section 12 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner hereby agrees and covenants as follows:

1. The Owner hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of a variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variation for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated: MAY 21, 2019

ATTEST:

LINCOLNWOOD HOLDINGS, LLC

By: 

By: 

Its: _____

Its: Manager