



# UNOFFICIAL COPY

This instrument was prepared by:

Stephanie J. Kim  
KATZ RANDALL WEINBERG & RICHMOND  
333 West Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
KRWR File No. 09541.00700



Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 05/27/2003 01:21 PM Pg: 1 of 8

## SPECIAL WARRANTY DEED

*WJ*  
THIS INDENTURE, made this 17<sup>th</sup> day of February, 2003 between **DIVERSEY/CENTRAL, L.L.C.**, an Illinois limited liability company, whose address is 4801 W. Peterson Avenue, #613, Chicago, Illinois 60646, party of the first part, and

This space reserved for Recorder.

**AUTOZONE, INC.**, a Nevada corporation, whose address is Department 8340, 123 S. Front Street, 3<sup>rd</sup> Floor, Memphis, TN 38103, party of the second part,

WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the manager of such limited liability company, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to its heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF. *D 1 8058577*

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described real estate, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the real estate as above described, with the appurtenances, unto the party of the second part, its heirs and assigns forever. *FB*

And the party of the first part, for itself and its successors, does covenant, promise and agree, to and with the party of the second part, its heirs and assigns, that it has not done or suffered to be done, anything whereby the real estate hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND the real estate against all persons, subject only to:

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF. *Boh*

And the party of the first part, for itself and its successors, does HEREBY CONVEY and QUIT CLAIM to the party of the second party, its heirs and assigns, any and all right, title and interest the party of the first part may have in and to any land lying in the right of way of any and all streets, alleys and ways adjoining the land described in Exhibit A to the center line thereof.

City of Chicago  
Dept. of Revenue  
308505



Real Estate  
Transfer Stamp  
\$11,250.00

05/27/2003 10:39 Batch 11866 38

*Boo*  
*333*  
*CTA*

# UNOFFICIAL COPY

0314734097 Page: 2 of 8

And the party of the first part, for itself and its successors and assigns, does hereby reserve a non-exclusive, perpetual easement appurtenant to the property located adjacent to and to the south of the Property and legally described on Exhibit "C" ("Adjacent Property") for ingress and egress to and from Diversey Avenue through the driveway and drive aisle located in the existing parking lot on the Property as shown on the site plan attached hereto as Exhibit "D" ("Site Plan"). The foregoing easement is intended to run with the land and benefit the owner or owners from time to time of the Adjacent Property as well as the licensees, invitees, tenants or other parties lawfully using or occupying the Adjacent Property and is intended to burden the Property.

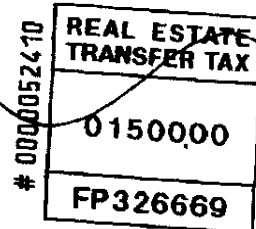
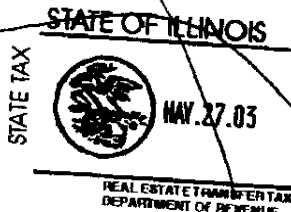
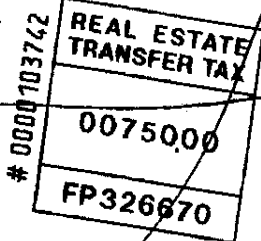
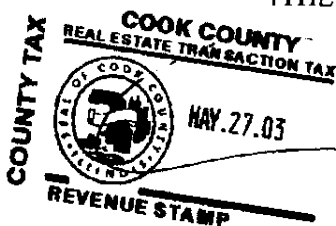
And the party of the first part, for itself and its successors and assigns, does hereby grant a non-exclusive, perpetual easement, appurtenant to the Property, for ingress and egress through any and all driveways and drive aisle (whether now existing or in the future to exist) located on the Adjacent Property, including the right to load and unload trucks. Nothing herein shall be deemed to grant to the owner of the Property, its licensees, invitees, tenants, or other parties lawfully using or occupying the Property, any right to park vehicles on the Adjacent Property. The foregoing easement is intended to run with the land and benefit the owner or owners from time to time of the Property, as well as the licensees, invitees, tenants or other parties lawfully using or occupying the Property and is intended to burden the Adjacent Property.

Each party, and its respective successors and assigns, shall maintain that portion of the easement located on that party's respective parcel.

And the party of the first part, for itself and its successors and assigns, does hereby grant a non-exclusive, perpetual easement, appurtenant to the Property, under, over, upon and through the Adjacent Property, to use, maintain, repair and replace a brick trash enclosure located on the Adjacent Property and to maintain, repair and replace the encroachment of the building onto the Adjacent Property. The foregoing easement is intended to run with the land and benefit the owner or owners from time to time of the Property, as well as the licensees, invitees, tenants or other parties lawfully using or occupying the Property and is intended to burden the Adjacent Property.

And the party of the first part, for itself, and its successors and assigns, does hereby reserve a non-exclusive, perpetual easement appurtenant to Adjacent Property to construct, use, maintain, repair and replace panel(s) on the pylon/monument sign structure ("Project Sign") in the portion of the Property designated as "Osco Drug Sign" on the Site Plan. The party of the second part, and its successors and assigns shall maintain the Project Sign and the electrical utility lines servicing such sign in proper order, condition and repair and restore and replace the Project Sign if it shall be damaged or destroyed and the party of the first part, its successors and assigns, as well as the licensees, invitees, tenants or other parties lawfully using or occupying the Adjacent Property, shall pay their proportionate share (based upon the ratio of the area of sign panel(s) used by such party to the area available for other sign panels) of actual charges for electricity for such sign, which shall be due and payable within thirty (30) days of receipt of a statement therefor, including a copy of the applicable electric bill. The foregoing easement is intended to run with the land and benefit the owner or owners from time to time of the Adjacent Property, as well as the licensees, invitees, tenants or other parties lawfully using or occupying the Adjacent Property.


[THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]



# UNOFFICIAL COPY

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its ~~general partner~~ *manager* the day and year first above written.

DIVERSEY/CENTRAL, L.L.C., an Illinois limited liability company

By:   
Name: Gary A. Pachucki  
Its: *Manager*

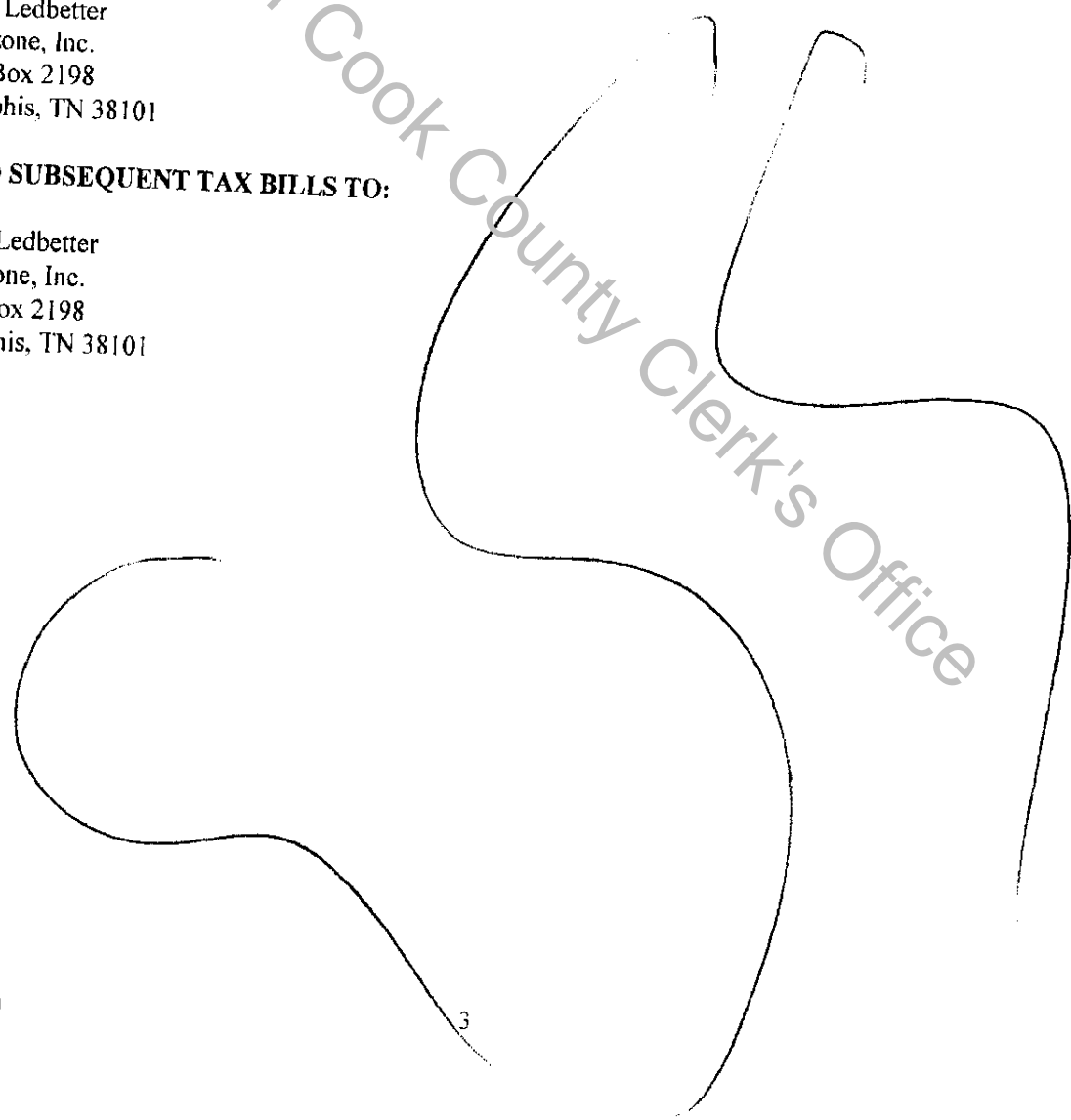
After recording, this instrument should be returned to:

Larry Ledbetter  
Autozone, Inc.  
P.O. Box 2198  
Memphis, TN 38101

SEND SUBSEQUENT TAX BILLS TO:

Larry Ledbetter  
Autozone, Inc.  
P.O. Box 2198  
Memphis, TN 38101

Property of Cook County Clerk's Office





# UNOFFICIAL COPY

## EXHIBIT A

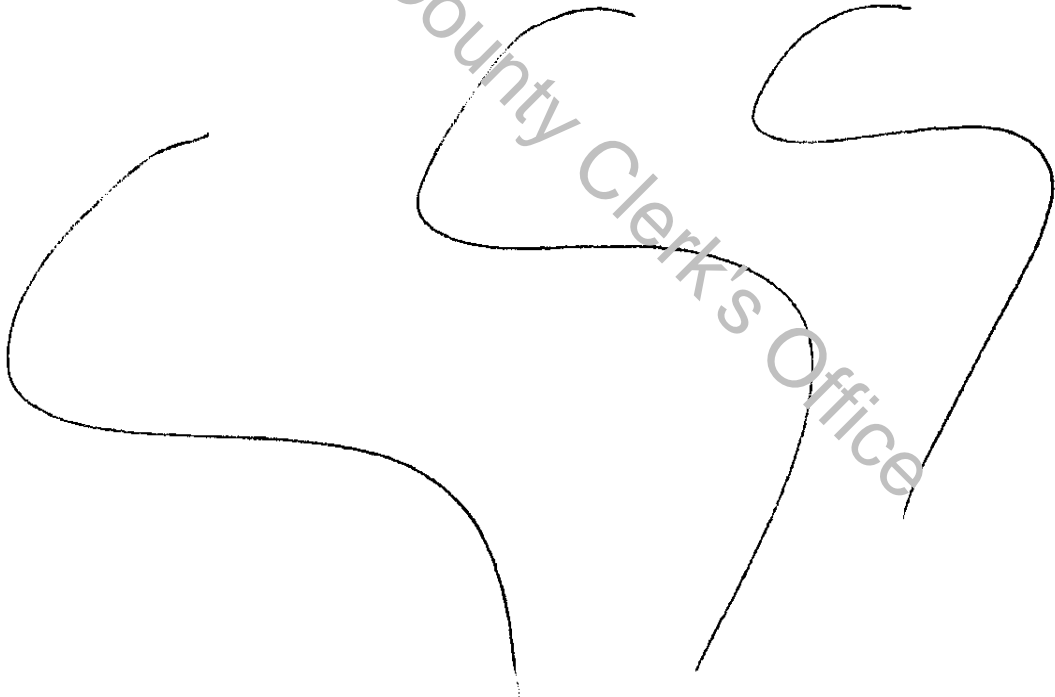
### LEGAL DESCRIPTION

LOT 18 IN BLOCK 1 IN THE DIVERSEY HIGHLAND, A SUBDIVISION OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5601 W. Diversey, Chicago, Illinois

P.I.N.: 13-29-407-006

Property of Cook County Clerk's Office



**UNOFFICIAL COPY****EXHIBIT B****PERMITTED EXCEPTIONS**

1. ACTS OF GRANTEE AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE.
2. REAL ESTATE TAXES NOT YET DUE AND OWING.
3. MEMORANDUM OF LEASE DATED OCTOBER 4, 2000 AND RECORDED JANUARY 26, 2001 AS DOCUMENT 0010071218 MADE BY AND BETWEEN DIVERSEY/CENTRAL, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY TO AMERICAN DRUG STORES, INC., AN ILLINOIS CORPORATION DEMISING AND LEASING PART OF THE LAND AS SHOWN ON SITE PLAN ATTACHED THERETO FOR A TERM OF YEARS AS SET FORTH THEREIN.  
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED APRIL 18, 2001 AND RECORDED APRIL 26, 2001 AS DOCUMENT 0010342974 BY AND BETWEEN DIVERSEY/CENTRAL, L.L.C., AMERICAN DRUG STORES, INC. AND US BANK NATIONAL ASSOCIATION, SUBORDINATING SAID LEASE TO MORTGAGE RECORDED AS DOCUMENT 0010056672.
4. ENCROACHMENT OF BUILDING AS SHOWN ON PLAT OF SURVEY PREPARED BY WEBSTER, MCGRATH & AHLBERG LTD. DATED OCTOBER 28, 2002 AS ORDER NUMBER 40320.
5. RIGHT OF THE PUBLIC OR QUASI PUBLIC UTILITIES AS DISCLOSED BY SURVEY MADE BY WEBSTER MC GRATH & AHLBERG LTD DATED OCTOBER 28, 2002 AS ORDER NUMBER 40320 DEPICTING THE FOLLOWING: STORM SEWERS AND CATCH BASINS.
6. ENCROACHMENT OF BRICK TRASH ENCLOSURE AS SHOWN ON PLAT OF SURVEY PREPARED BY WEBSTER, MCGRATH & AHLBERG LTD. DATED OCTOBER 28, 2002 AS ORDER NUMBER 40320.

# UNOFFICIAL COPY

## EXHIBIT C

### LEGAL DESCRIPTION OF ADJACENT PROPERTY

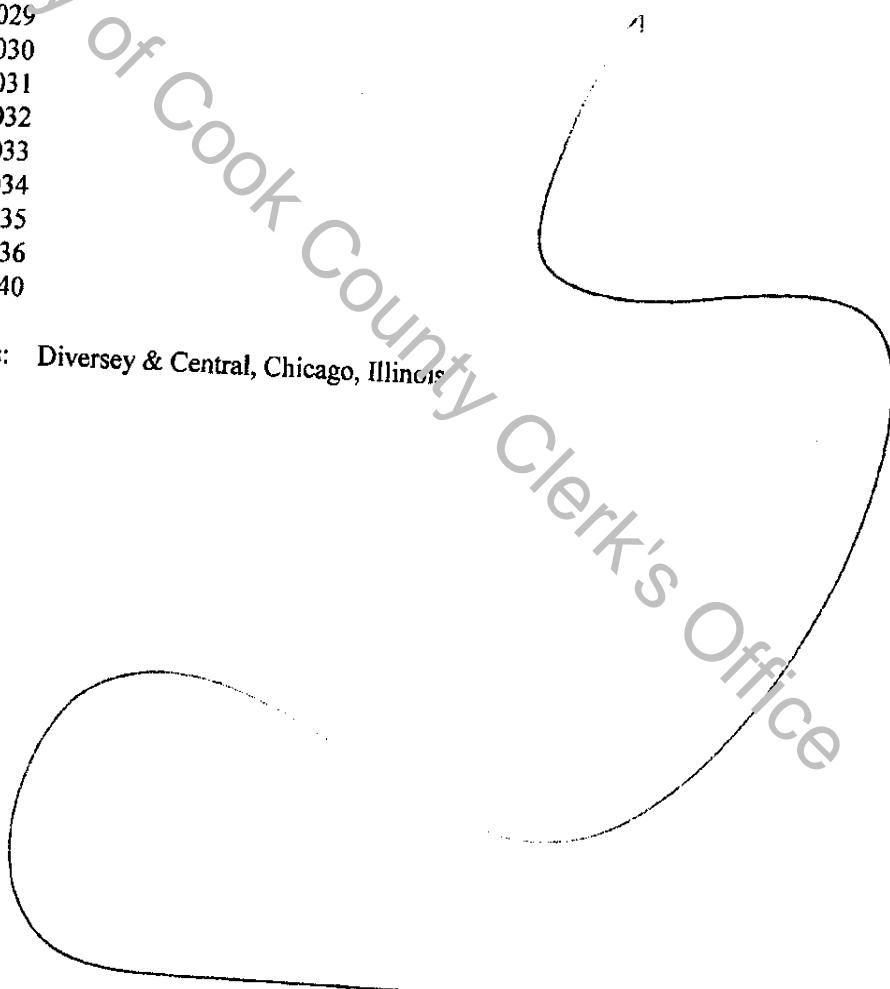
LOTS 1 THROUGH 9 IN BLOCK 1 IN FULLERTON AVE. MANOR BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE EAST HALF OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

AND

LOTS 11 THROUGH 17 IN BLOCK 1 IN DIVERSEY HIGHLANDS BEING A SUBDIVISION OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

- PIN: 13-29-407-022
- 13-29-407-023
- 13-29-407-024
- 13-29-407-029
- 13-29-407-030
- 13-29-407-031
- 13-29-407-032
- 13-29-407-033
- 13-29-407-034
- 13-29-407-035
- 13-29-407-036
- 13-29-407-040

Commonly known as: Diversey & Central, Chicago, Illinois

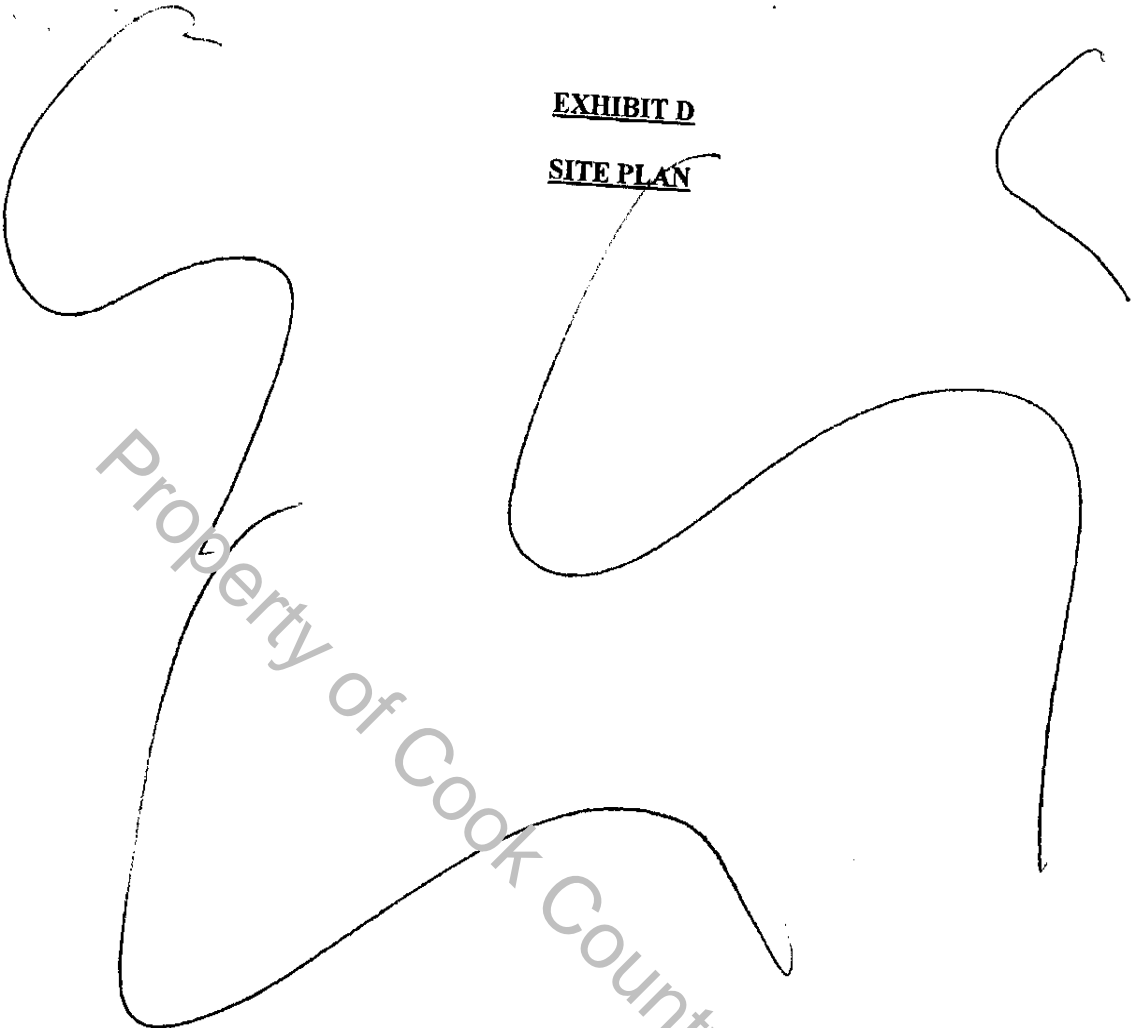




# UNOFFICIAL COPY

EXHIBIT D

SITE PLAN



Property of Cook County Clerk's Office

*None attached*

# UNOFFICIAL COPY

## LEGEND

EXHIBIT D

PROPERTY/PARCEL  
LINE



BUILDING AREA



HEAVY DUTY PAVING



## GENERAL NOTES

**PARKING REQUIREMENTS:**

ALBERTSONS REQ'D : 1/250 S.F. OF G.B.A.

CITY OF CHICAGO REQ'MT : 1/400 S.F. OF G.B.A.

**BUILDING SETBACK REQUIREMENTS:**

PER CITY REVIEW

**LANDSCAPE REQUIREMENTS:**

PER CITY REVIEW

**ZONING REQUIREMENTS:**

EXISTING - B4-1 GENERAL RETAIL DISTRICT

REQUIRED - B4-1 GENERAL RETAIL DISTRICT

