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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/25/2023 12:59 PM PG: 1 OF 19

This document was prepared by and following recording should be returned to:

Amber N. Hitchcock, Esq.  
AutoZone, Inc.  
123 S. Front Street, 3rd Floor  
Memphis, TN 38103

*This space reserved for Recorder's use only.*

2025  
Cc H# 210486 CLD

## EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

**THIS EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT ("Agreement")** is hereby made and entered into as of the 12 day of July, 2023 ("Effective Date"), by and between, AutoZone Parts, Inc., a Nevada corporation ("**Parcel 1 Owner**"), Archer Pulaski II LLC ("**Parcel 2 Owner**") and CFT NV Developments, LLC, a Nevada limited liability company ("**Parcel 3 Owner**"). This Agreement shall include all the parties to this instrument and their respective successors and assigns. The parties to this instrument, and their subsequent successors and assignees, may be collectively referred herein to as "**Parties**" or "**Owners**", or individually as an "**Owner**" or "**Party**".

### WITNESSETH:

**WHEREAS**, Parcel 1 Owner is the contract buyer (or current owner) of certain real property located in the City of Chicago, County of Cook, State of Illinois (the "**Parcel 1**"), as more fully described in **Exhibit "A-1"** attached hereto.

**WHEREAS**, Parcel 2 Owner is the current owner of certain real property located in the City of Chicago, County of Cook, State of Illinois ("**Parcel 2**"), as more fully described in **Exhibit "A-2"** attached hereto.

**WHEREAS**, Parcel 3 Owner is the contract buyer (or current owner) of certain real property located adjacent to the Parcel 1 (the "**Parcel 3**", together with Parcel 1 and Parcel 2, may hereinafter be individually referred to as a "**Parcel**" and collectively, as the "**Parcels**"), as more fully described in **Exhibit "A-3"** attached hereto.

**WHEREAS**, Parcel 1 Owner and Parcel 3 Owner are under contract to purchase their respective parcels from Archer Pulaski I LLC ("**Parcel 1 Seller**"), Archer Pulaski III LLC and Archer Pulaski IV LLC (collectively, "**Parcel 3 Seller**", and together with Parcel 1 Seller, the "**Seller**") or have purchased their respective parcels from Seller.

**WHEREAS**, Parcel 3 Owner is seeking to vacate the public alleyway which runs north to south between the two lots which make up Parcel 3 ("**Alleyway**").

**WHEREAS**, Parcel 3 Owner has the option to require the re-purchase of Parcel 3 by Seller in the event that the Alleyway vacation does not occur within one year of the date of the original

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in the event that the Alleyway vacation does not occur within one year of the date of the original purchase by Parcel 3 Owner of Parcel 3 subject to the terms and provisions of that separate agreement between Parcel 3 Owner and Parcel 3 Seller ("Put Option").

**WHEREAS**, at or prior to Closing, the Owners wish to memorialize the restrictions, access, maintenance, utility rights and obligations that each Owner and all subsequent owners thereof will benefit and be burdened by, and to encumber each parcel referenced hereunder with the easements, covenants and restrictions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Cross Access Easements.

(a) Parcel 3 Owner hereby grants to Parcel 1 Owner and Parcel 2 Owner, for the benefit of Parcel 1 and Parcel 2, a perpetual, non-exclusive cross access easement providing for continuous, uninterrupted ingress and egress for vehicular traffic and pedestrian use over and across each access drive to be constructed over Parcel 3 onto South Pulaski Road, including, but not limited to, the Parcel 3 Access Drive Improvements (as defined below)(the "Parcel 3 Access Easement")

(b) Parcel 1 Owner hereby grants to Parcel 3 Owner and Parcel 2 Owner, for the benefit of the Parcel 3 and Parcel 2, a perpetual, non-exclusive cross access easement providing for continuous, uninterrupted ingress and egress for vehicular traffic and pedestrian use over and across each access drive to be constructed over Parcel 1 onto 51<sup>st</sup> Street and/or Archer Avenue, including, but not limited to, the Parcel 1 Access Drive Improvements (as defined below)(the "Parcel 1 Access Easement"), provided however, that so long as there is more than one access drive to Parcel 1 from Archer Avenue, then the easternmost access drive to Parcel 1 from South Archer Avenue shall be for the exclusive use of Parcel 1 Owner and its employees, agents and customers ("Parcel 1 Exclusive Drive").

(c) Notwithstanding the above, Parcel 1 Owner and Parcel 3 Owner will coordinate to ensure that either the Parcel 3 Access Easement or Parcel 1 Access Easement is constructed immediately adjacent to Parcel 2 in a manner that permits the Parcel 2 Owner and its employees, agents, customers, occupants, tenants and invitees full use and enjoyment of the Parcel 3 Access Easement and/or the Parcel 1 Access Easement, as applicable, for its intended purpose. By way of example only, the construction of an Access Easement that is adjacent to Parcel 2 but does not otherwise permit the use of the same for vehicular traffic does not comply with the requirements of this Section 1(c). Notwithstanding the above, Parcel 2 Owner has reviewed and approved of the locations of the asphalt and concrete pavement driveways and drive aisles as well as the locations of the parking spaces set forth in the Parcel 1 Owner's intended Site Plan attached hereto as Exhibit B ("Site Plan"), upon the express condition that the Parcel 1 Owner grants the rights provided to the Parcel 2 Owner in the following sentence. Parcel 1 Owner hereby irrevocably grants the Parcel 2 Owner the right to remove a reasonable portion (in an amount not less than will reasonably permit vehicular traffic in accordance with applicable laws, codes, regulations and ordinances) in a mutually agreed upon area of the to-be-installed east-west curb located along the easternmost portion of the northern boundary line of Parcel 1 (the approximately 57' length of curb running from the northeastern corner of Parcel 1), in order to provide the rights required to be provided herein.

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## 2. Construction and Maintenance of Driveway Improvements within Access Easements:

(a) Parcel 3 Owner, at its sole cost and expense, shall construct an access drive within and upon Parcel 3 in the location conceptually shown on Exhibit "B" ("**Parcel 3 Easement Area**") which provide ingress and egress access from South Pulaski Road (the "**Parcel 3 Access Drive Improvements**") in compliance with all applicable laws, ordinances, regulations and any other municipal requirements on or before the later of twenty-four (24) months after the date this Agreement is recorded. Parcel 3 Owner agrees to keep the Parcel 3 Access Easement Area free and clear from obstacles or obstructions which would prevent or hinder the free use and enjoyment of the Parcel 3 Access Easement. If Parcel 3 Owner acquires title to the Alleyway, then, to the extent reasonable and provided that the same connects to and is contiguous with the Parcel 3 Access Easement Area, then any access drive created therefrom shall be included in the Parcel 3 Access Easements and the Parcel 3 Easement Area for the purpose of this Agreement. Once the Parcel 3 Access Drive Improvements have been constructed, Parcel 3 Owner, at its sole cost and expense, shall perform, or cause to be performed, all necessary repairs and maintenance to keep the Parcel 3 Access Drive Improvements in good condition and repair, clean and clear of snow, ice, rubbish, and debris.

(b) Parcel 1 Owner, at its sole cost and expense, shall construct access drives within and upon the Parcel 1 in a location approved by the Parcel 1 Owner in its reasonable discretion ("**Parcel 1 Easement Area**") which provide ingress and egress from West 51<sup>st</sup> Avenue and South Karlov Avenue (the "**Parcel 1 Access Drive Improvements**") in compliance with all applicable laws, ordinances, regulations and any other municipal requirements not later than eighteen (18) months after the date this Agreement is recorded. Parcel 1 Owner agrees to keep the Parcel 1 Easement Area free and clear from obstacles or obstructions which would prevent or hinder the free use and enjoyment of the Parcel 1 Access Easements. Once the Parcel 1 Access Drive Improvements have been constructed, Parcel 1 Owner, at its sole cost and expense, shall perform, or cause to be performed, all necessary repairs and maintenance to keep the Parcel 1 Access Drive Improvements and Parcel 1 Easement Area in good condition and repair, clean and clear of snow, ice, rubbish, and debris. Parcel 1 Owner shall be responsible for all construction, maintenance, repair and replacement and all costs related thereto for the Parcel 1 Exclusive Drive.

(c) The Parties understand and acknowledge that in connection with the vacation of the Alleyway, Parcel 3 Owner may be required to grant additional access easements to the City of Chicago, dedicate or otherwise transfer or encumber a portion of Parcel 3 for continuation of the public alley of which the Alleyway is a part. The Parties agree to reasonably cooperate with Parcel 3 Owner and the City of Chicago, Chicago Department of Transportation and any other municipal agency which may have jurisdiction over the Parcels in furtherance of the vacation of the Alleyway and any requirements related thereto. Neither Seller, nor Parcel 1 Owner shall object to any reasonable dedication or encumbrances of any portion of Parcel 3 related to the vacation of the Alleyway, provided however, such dedication or encumbrance does not materially or adversely affect Parcel 3 or Parcel 2, nor impose any cost or expense on the Seller, the Parcel 1 Owner or the Parcel 2 Owner.

## 3. Grant of Access for Installation and Maintenance of Sign Panels.

(a) Parcel 3 Owner hereby grants to Parcel 1 Owner, for the benefit of Parcel 1, a perpetual, non-exclusive access easement over reasonable portions of Parcel 3 in order for Parcel 1 Owner to install and maintain its sign panels on the freestanding pylon sign to be constructed on Parcel 3 near the entrance on South Pulaski Road (the "**Parcel 3 Pylon Sign**") in

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a location mutually agreed to by the Owners, and in accordance with the plans attached hereto as **Exhibit C ("Sign Plans")**. Parcel 1 Owner shall have the right to install its sign panels in the first position on each side of the Parcel 3 Pylon Sign.

(b) Parcel 1 Owner hereby grants to Parcel 3 Owner, for the benefit of the Parcel 3, a perpetual, non-exclusive access easement over reasonable portions of Parcel 1 in order for Parcel 3 Owner to install and maintain its sign panels on the freestanding pylon sign to be constructed on Parcel 1 near the entrance on Archer Avenue (the "**Parcel 1 Pylon Sign**"), in a location mutually agreed to by the Owners, and in accordance with the Sign Plans. Parcel 3 Owner shall have the right to install its sign panels in the second position on each side of the Parcel 1 Pylon Sign.

#### 4. Construction and Maintenance of Pylon Signs.

(a) Parcel 3 Owner, at its sole cost and expense, on or before the date that is twenty-four (24) months after the date this Agreement is recorded, shall (i) construct the Parcel 3 Pylon Sign in compliance with all applicable laws, ordinances and regulations; and (ii) except for damage caused by Parcel 1 Owner, maintain, repair, insure, keep up, and be responsible for the Parcel 3 Pylon Sign, including providing electricity thereto; *provided, however*, that Parcel 1 Owner shall be responsible for installing, maintaining, repairing, and insuring any panels installed thereon by Parcel 1 Owner. Notwithstanding the above, in the event that Parcel 3 Owner exercises its Put Option, neither Parcel 3 Owner, Seller or any future owner of Parcel 3, will be obligated to construct the Parcel 3 Pylon Sign. If the Parcel 3 Owner exercises its Put Option, then the Parcel 1 Owner, at its sole cost and expense, is hereby granted the right to enter upon reasonable portions of Parcel 3 to construct the Parcel 3 Pylon Sign. If the Parcel 1 Owner elects to construct the Parcel 3 Pylon Sign and any future Owner of Parcel 3 or any future occupant or tenant of Parcel 3 desires to place its sign panel on the Parcel 3 Pylon Sign, such party shall have the right to do so upon reimbursement to the Parcel 1 Owner of one-half of the cost incurred by the Parcel 1 Owner in constructing the Parcel 3 Pylon Sign. Further, if the Parcel 1 Owner elects to construct the Parcel 3 Pylon Sign, the Parcel 1 Owner shall maintain, repair, insure, keep up, and be responsible for the Parcel 3 Pylon Sign, including providing electricity thereto; *provided, however*, that any future party desiring to install its sign panel on the Parcel 3 Pylon Sign shall be responsible for installing, maintaining, repairing, and insuring any panels installed thereon by such party.

(b) Parcel 1 Owner, at its sole cost and expense, and not later than eighteen (18) months after the date this Agreement is recorded, shall (i) construct the Parcel 1 Pylon Sign in compliance with all applicable laws, ordinances and regulations; and (ii) except for damage caused by Parcel 3 Owner, maintain, repair, insure, keep up, and be responsible for the Parcel 1 Pylon Sign, including providing electricity thereto; *provided, however*, that Parcel 3 Owner shall be responsible for installing, maintaining, repairing, and insuring any panels installed thereon by Parcel 3 Owner.

5. Grant of Utility Easements. Each Owner grants, to each of the other Owners for the benefit of their respective Parcel, the following perpetual easements on their respective Parcels for utility facilities. Any Owner seeking to exercise any of the easements listed below, or the rights granted in connection therewith, shall be referred to as the "**Grantee**", and any Owner on whose Parcel a Grantee is seeking to enforce any such easement or rights shall be referred to as "**Grantor**":

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(a) easements in the Parcel of each respective Owner for the purposes of installing, maintaining, repairing and replacing pipe(s), lines, conduits and other utility facilities to be constructed, to provide gas, water, fire loops and hydrants therefor, electric power, other forms of energy, signal, telephone, sanitary sewer and storm sewer services, or any of them to or from any present or future facilities on the respective parcel; subject to the provisions of this Section 5. The location of any such easement shall be subject to the approval of each respective Owner, which approval shall not be unreasonably withheld.

(b) For the purpose of exercising the rights granted above, Grantee and its respective employees, agents and contractors shall have the right to enter upon and use the Grantor's parcel to such extent and so long as reasonably necessary to accomplish such purposes, subject to the following:

(i) no less than ten (10) days' prior written notice shall be given to the Grantor that Grantee anticipates doing such work, together with notification of the nature and extent of such work, the proposed area of such work, and the anticipated date of start of such work; but if the work involved is emergency repair work, only such advance notice, written or oral, as is reasonably practicable need be given;

(ii) after such work, the facilities in question shall be underground and not beneath or within five (5) feet of any existing, proposed or reasonably anticipated or expected improvement on the Grantor's parcel, including, but not limited to the floor area of any building, structure, loading docks or outdoor selling area or utilities or structures pertaining thereto, unless agreed by the Grantor;

(iii) all work shall be done at the sole cost of the Grantee undertaking the same, and at all times such work shall be performed: (A) in a good and workmanlike manner, (B) in compliance with all applicable laws, codes, regulations and ordinances, (C) in such a manner so as not to cause any interruption of or undue interference with the business conducted on the parcel of the Grantor; and (D) without any unreasonable interruption in the services provided by the utilities servicing the Grantor's Parcel; and

(iv) after the completion of such work, the Grantee shall restore the portion of the Grantor's parcel and improvements of the respective Grantor so used to the same or as good condition as existed immediately before the commencement of such work, at its own cost and expense.

## 6. Use Restrictions.

(a) Parcel 3 Owner and Parcel 2 Owner each agrees for itself, its successors and assigns, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of Parcel 3 or Parcel 2 as a retail automobile parts store. This restriction shall not apply to (i) any general automotive repair businesses such as Firestone, Mavis, or NTB, or quick lube repair businesses such as Jiffy Lube, or brake repair businesses such as Just Brakes, or (ii) any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store, or any other seller of a broad mix of general merchandise that sells auto (or similar) parts as an incidental part of its general merchandise business, except that a gas station shall be permitted.

(b) Parcel 1 Owner and Parcel 2 Owner each agrees for itself, its successors and assigns, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any

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part of the Parcel 1 Parcel or Parcel 2: (i) for the sale of "Asian Food"; (ii) for the sale of food served in a buffet format; or (iii) in a way which materially and adversely interferes with access to Parcel 3 or the visibility of Parcel 3 improvements (including Parcel 3 Owner's building and signs) from streets adjacent to Parcel 3. The term "Asian Food" shall include, without limitation, Chinese, Japanese (including sushi), Vietnamese, Thai, Hawaiian, Mongolian, Indian, Cajun and Korean foods, food cooked in a wok, food generally recognized as Chinese food, and soy sauce-based food. Notwithstanding the forgoing, the Asian Food restriction shall not apply to a retail grocery store operation in excess of 50,000 square feet.

7. In the event of a default of any of the provisions hereof by either Party, the non-defaulting Party shall have the right to cure the default at the defaulting Party's sole expense if the defaulting Party has not commenced curing said default within thirty (30) days after receipt of a written default notice from the non-defaulting Party. Notwithstanding the above, either Party may cure a default immediately in an emergency situation (i.e.-there is an imminent threat of bodily harm or irreparable damage to property) and where reasonable efforts have been made to first notify the defaulting Party of the emergency situation and the details of the same. The defaulting Party agrees to reimburse the non-defaulting Party for any reasonable amounts so paid by the non-defaulting Party to cure any default within ten (10) days after receipt of a written invoice from the non-defaulting Party. The non-defaulting Party may take such other proceedings at law or in equity as the non-defaulting Party deems necessary.

8. Any and all notices required or permitted to be given under this Agreement shall be in writing, postage and/or shipping and delivery pre-paid and shall be sent by U.S. Postal Service Certified Mail with Return Receipt Requested or via a national overnight (or 2nd day) courier service requiring a signature upon delivery (such as Federal Express) to:

**Parcel 1 Owner:**

AutoZone, Inc.  
Property Management  
P.O. Box 2198  
Memphis, TN 38101-2198

If by Overnight Courier:

AutoZone, Inc.  
Property Management  
123 S. Front Street  
Memphis, TN 38103

**Parcel 2 Owner:**

Archer Pulaski II LLC  
4333 S. Pulaski Rd.  
Chicago, IL 60632  
Attention: Stephanie Dremonas  
Phone: (773) 843-1400  
E-mail: [stephanie@pmrealtyinc.com](mailto:stephanie@pmrealtyinc.com)

With a copy to:

David H. Sachs  
Horwood Marcus & Berk Chtd.

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500 West Madison Street, Suite 3700  
 Chicago, IL 60661  
 Phone: (312) 606-3249  
 Email: [dsachs@hmbllaw.com](mailto:dsachs@hmbllaw.com)

**Parcel 3 Owner:**

Panda Restaurant Group, Inc.  
 1683 Walnut Grove Avenue  
 Rosemead, CA 91770  
 Attn: Pernell Agdeppa, Real Estate Legal Department  
 Phone: (626) 372-8204  
 Registered e-mail: [Pernell.Agdeppa@PandaRG.com](mailto:Pernell.Agdeppa@PandaRG.com)

With a copy to:

CFT NV Developments, LLC  
 1120 N. Town Center Drive  
 Suite 150  
 Las Vegas, NV 89144  
 Attn: David Luo, Vice President  
 Phone: (626) 799-9898  
 Registered e-mail: [CFTRELegal@PandaRG.com](mailto:CFTRELegal@PandaRG.com) and  
[David.Luo@PandaRG.com](mailto:David.Luo@PandaRG.com)

And to:

The Lattas Law Office  
 3660 West Irving Park Road, 2<sup>nd</sup> Floor  
 Chicago, IL 60618  
 Attn: George Lattas  
 Phone: 312-610-1800  
 Email: [gdl@lattaslaw.com](mailto:gdl@lattaslaw.com)

The Parties and any other person to whom any such notice, instrument or communication may be given, shall each have the right to specify, from time to time, as its address for purposes of this Agreement, any address in the 48 contiguous States of the United States of America upon giving fifteen (15) days' notice thereof to each other person then entitled to receive notices, instruments or communications hereunder.

9. Each Party hereby agrees to indemnify and hold the other harmless from and against any and all claims, actions, damages, disability and expenses (such expenses to include reasonable attorneys' fees) in connection with any loss of life, personal injury or property damage arising out of each Party's respective use of the easements granted herein.

10. As used in this Agreement, unless the context clearly otherwise requires, Parcel 3 Owner, Parcel 1 Owner and Parcel 2 Owner shall mean, with respect to each parcel, the record owner(s) from time to time of an interest in fee simple in all or any part of the Parcel 1, Parcel 2, and Parcel 3 whether such owner be one or more persons or entities. Further, each party shall only be liable for matters arising during its ownership of its respective parcel. This Agreement and the easements and restrictions created hereby shall inure to the benefit of and be binding upon

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the parties, and their respective tenants, occupants, successors and assigns, and upon any person or entity acquiring either of the parcels, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Further, the terms of this Agreement shall be a burden on each of the parcels, shall be appurtenant to and for the benefit of the other parcel and each part thereof as set forth herein, and shall run with the land.

11. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any property to the general public. This Agreement shall not be construed as conferring upon any third party any right or benefit and any and all claims which may arise hereunder may be enforced solely by the Parties and their respective successors and assigns.

12. No waiver of any provision hereof shall be deemed to constitute or imply a further waiver thereof of any other provision set forth herein. Unless the context in which used clearly requires another construction, throughout this Agreement, the masculine gender shall be deemed to include the neuter or feminine or both, the neuter gender shall include the masculine or both, and the singular of terms shall include the plural and vice versa. Each exhibit described herein is hereby attached hereto and incorporated herein by reference. If anyone or more of the provisions contained herein shall be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

13. If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing Party shall be entitled to recover attorneys' fees, court costs, and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled.

14. Any amendment to this Agreement shall require the prior written consent of the Parties, or their respective successors, assigns, or designees.

15. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without reference to its principles of choice of law.

16. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the Parties with respect to the matters contained herein.

17. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein are hereby incorporated by reference into this Agreement as fully as if copied herein verbatim. The terms "include", "includes," "including", or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or anyone or ones or all, of the items, entities or persons in connection



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with which the words are used. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

18. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same Agreement.

19. At any time and from time to time, each Owner agrees, upon request in writing from another Owner ("**Requesting Owner**"), to execute, acknowledge and deliver to Requesting Owner, within twenty (20) days after receipt of Requesting Owner's request, a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the existence, to such Owner's knowledge, of any breach or default, or any situation which given the passage of time could constitute a default, or any other information relative to this Agreement which the Requesting Party may reasonably request ("**Estoppel Certificate**"). In the event any Owner fails to execute and deliver the Estoppel Certificate in the time required by this section, Requesting Owner shall have the right to execute on behalf of such failing Owner.

**SIGNATURES TO COMMENCE ON THE FOLLOWING PAGE**

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**IN WITNESS WHEREOF**, Panda has executed this Agreement on the Effective Date.

CFT NV Developments, LLC  
a Nevada limited liability company

By: [Signature]  
Name: David Luo  
Its: Manager

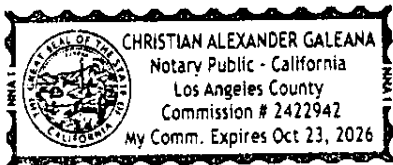
**Agreed as to form by:**  
[Signature]

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of California }  
County of Los Angeles }

On July 7, 2023, before me, Christian Alexander Galeana, Notary Public, personally appeared David Luo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE [Signature]

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IN WITNESS WHEREOF, AutoZone has executed this Agreement on the Effective Date.

AutoZone Parts, Inc.  
a Nevada corporation

By: [Signature]

Its: Vice President

By: [Signature]

Its: Vice President

APPROVED, VERIFIED AND  
PASSED FOR SIGNING

[Signature]

STATE OF TENNESSEE )  
  ) SS:  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy J. Graddard and Jilyanna J. Greene, as Vice President and Vice President, respectively, of AUTOZONE PARTS, INC., a Nevada corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of June, 2023.



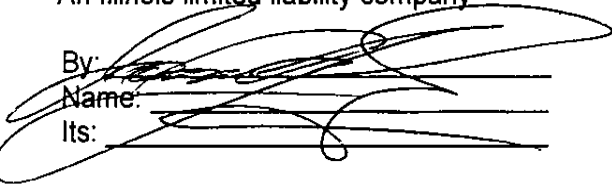
[Signature]  
Notary Public

My Commission Expires  
November 9, 2025

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IN WITNESS WHEREOF, Seller has executed this Agreement on the Effective Date.

ARCHER PULASKI II LLC  
An Illinois limited liability company

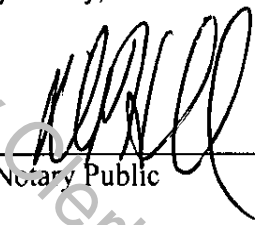
By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Dremonas, as Manager of ARCHER PULASKI II LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12<sup>th</sup> day of July, 2023.



  
\_\_\_\_\_  
Notary Public

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## EXHIBIT "A-1" PARCEL 1 LEGAL DESCRIPTION

LOTS 1-20, OF BLOCK 2, THE VACATED ALLEY LYING BETWEEN LOTS 1-20, OF BLOCK 2, A PART OF VACATED KOMENSKY AVENUE, A PART OF LOT 11, OF BLOCK 1, A PART OF THE VACATED ALLEY BETWEEN LOT 11 AND LOTS 12-16, OF BLOCK 1, LOTS 12 AND 13, AND A PART OF LOT 14, OF BLOCK 1, IN HINKAMP AND COMPANY'S ARCHER AND CRAWFORD AVENUES SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 51ST STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH KARLOV AVENUE; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH KARLOV AVENUE N01°37'11"W 223.68' TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH KARLOV AVENUE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH ARCHER AVENUE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF ARCHER AVENUE N78°03'25"E 272.51' TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N50°33'15"E 59.07' TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND THROUGH THE INTERIOR OF HINKAMP AND COMPANY'S ARCHER AND CRAWFORD AVENUES SUBDIVISION S01°37'11"E 69.82' TO A POINT; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 20.00', AN ARC LENGTH OF 31.28', AND A CHORD BEARING AND DISTANCE OF S46°25'48"E 28.19' TO A POINT; THENCE N88°45'36"E 56.71' TO A POINT; THENCE S01°39'23"E 220.24' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 51ST STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 51ST STREET S88°44'41"W 391.58' TO THE POINT OF BEGINNING.

Property Addresses: 4032 W. 51st Court, Chicago, Illinois 60632  
5023 S. Archer Road, Chicago, Illinois 60632

PINs: 19-10-235-021-0000 and 19-10-236-029-0000 (includes other property)

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## EXHIBIT "A-2" PARCEL 2 LEGAL DESCRIPTION

LOTS 4-10, OF BLOCK 1, A PART OF VACATED KOMENSKY AVENUE, A PART OF THE VACATED ALLEY LYING BETWEEN LOT 11 AND LOTS 7-10, OF BLOCK 1, AND A PART OF LOT 11, OF BLOCK 1, IN HINKAMP AND COMPANY'S ARCHER AND CRAWFORD AVENUES SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF LOT 4, OF BLOCK 1, BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH ARCHER STREET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND THROUGH THE INTERIOR OF HINKAMP AND COMPANY'S ARCHER AND CRAWFORD AVENUES SUBDIVISION S39°47'50"E 100.86' TO A POINT; THENCE S50°13'16"W 51.93' TO A POINT; THENCE S01°39'23"E 50.65' TO A POINT; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 100.00', AN ARC LENGTH OF 0.92' AND A CHORD BEARING AND DISTANCE OF S66°37'07"W 0.92' TO A POINT; THENCE S62°53'53"W 39.65' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 100.00', AN ARC LENGTH OF 34.77', AND A CHORD BEARING AND DISTANCE OF S72°51'33"W 34.60' TO A POINT; THENCE N01°39'23"W 0.71' TO A POINT; THENCE S88°45'36"W 56.71' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00', AN ARC LENGTH OF 31.28', AND A CHORD BEARING AND DISTANCE OF N46°25'48"W 28.19' TO A POINT; THENCE N01°37'11"W 69.82' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH ARCHER STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE N50°33'15"E 198.71' TO THE POINT OF BEGINNING.

Property Address: 5023 S. Pulaski Road, Chicago, Illinois 60632

PIN: 19-10-236-029-0000 (includes other property)

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## EXHIBIT "A-3" PARCEL 3 LEGAL DESCRIPTION

LOTS 17-26, OF BLOCK 1, IN HINKAMP AND COMPANY'S ARCHER AND CRAWFORD AVENUES SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS, TOGETHER WITH A TRIANGULAR TRACT OF UNPLATTED LAND LYING BETWEEN THE SOUTHEASTERLY LINE OF LOT 17, OF BLOCK 1, AND THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 51ST STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PULASKI ROAD BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 51ST STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PULASKI ROAD; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 51ST STREET  $S88^{\circ}44'41''W$  108.07' TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND THROUGH THE INTERIOR OF HINKAMP AND COMPANY'S ARCHER AND CRAWFORD AVENUES SUBDIVISION  $N01^{\circ}39'23''W$  275.16'; THENCE  $N88^{\circ}47'31''E$  108.01' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PULASKI ROAD; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PULASKI ROAD  $S01^{\circ}40'06''E$  275.07' TO THE POINT OF BEGINNING.

Property Addresses: 5048 S. Pulaski Road, Chicago, Illinois 60632  
5024 S. Pulaski Road, Chicago, Illinois 60632  
5050 S. Pulaski Road, Chicago, Illinois 60632

PINs: 19-10-236-030-0000; 19-10-236-031-0000 and 19-10-236-032-0000

AND

LOTS 15 & 16, OF BLOCK 1, A PART OF LOT 11, A PART OF LOT 14, AND A PART OF A VACATED ALLEY LYING BETWEEN LOT 11 AND LOTS 12-16, OF BLOCK 1, IN HINKAMP AND COMPANY'S ARCHER AND CRAWFORD AVENUES SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 1, LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 51ST STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 51ST STREET  $S88^{\circ}44'41''W$  70.00' TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND THROUGH THE INTERIOR OF HINKAMP AND COMPANY'S ARCHER AND CRAWFORD AVENUES SUBDIVISION  $N01^{\circ}39'23''W$  220.24' TO A POINT; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 100.00', AN ARC LENGTH OF 34.77' AND A CHORD BEARING AND DISTANCE OF  $N72^{\circ}51'33''E$  34.60' TO A POINT; THENCE  $N62^{\circ}53'53''E$  39.65' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 100.00', AN ARC LENGTH OF 0.92' AND A CHORD BEARING AND DISTANCE OF  $N66^{\circ}37'07''E$  0.92' TO A POINT; THENCE  $S01^{\circ}39'23''E$  247.34' TO THE POINT OF BEGINNING.

# UNOFFICIAL COPY

Property Address: 5023 S. Pulaski Road, Chicago, Illinois 60632

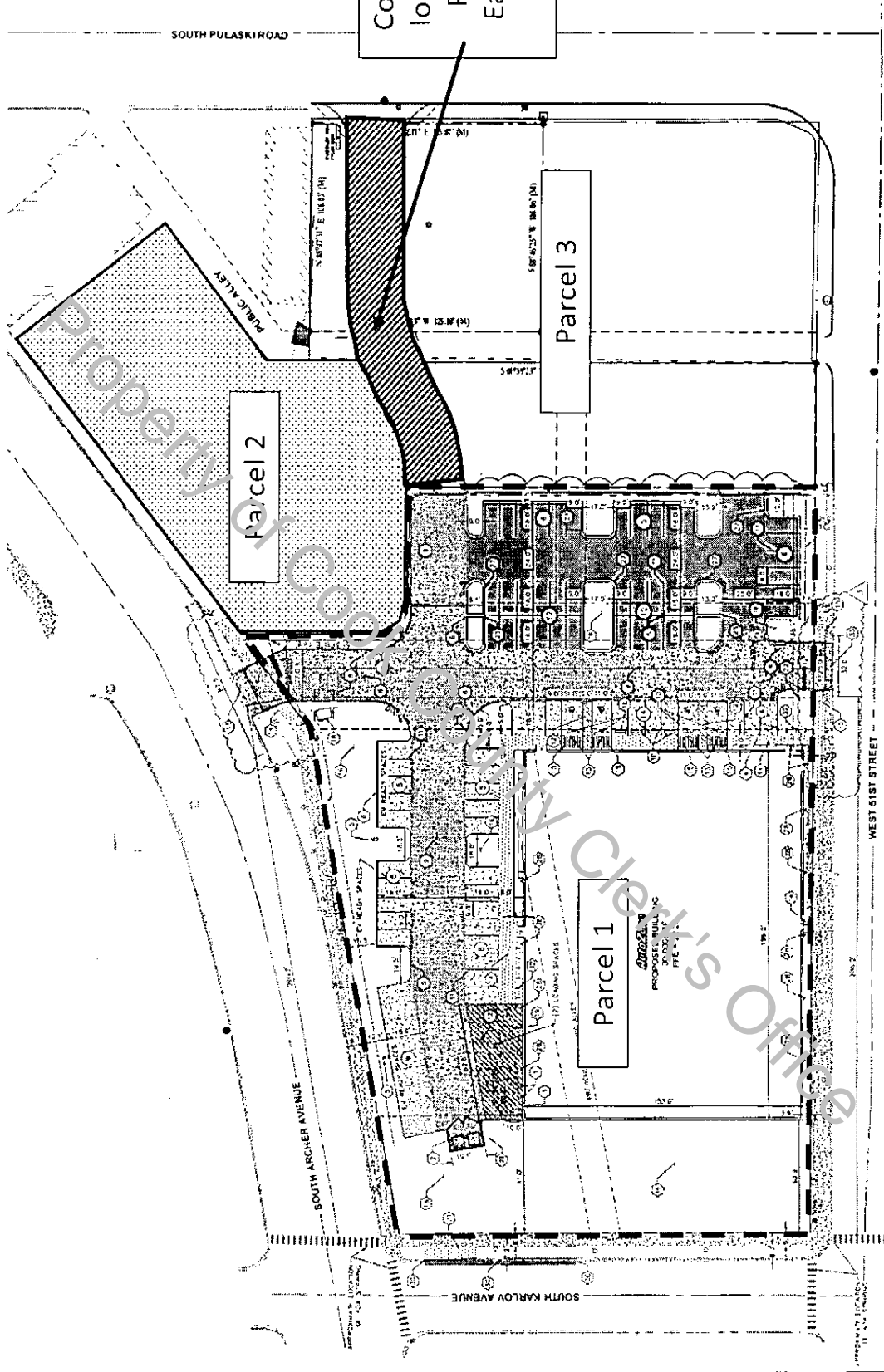
PIN: 19-10-236-029-0000 (includes other property)

Property of Cook County Clerk's Office



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EXHIBIT B  
SITE PLAN



Conceptual location of Parcel 3 Easement Area

Parcel 2

Parcel 3

Parcel 1

Property

Office

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## EXHIBIT C SIGN PLANS

Property of Cook County Clerk's Office

