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Christopher Brown
1701 Golf Road, Suite 1-700
Rolling Meadows, IL 60008
On behalf of Commonwealth Edison Company

Doc# 2405410042 Fee \$88.00

KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 02/23/2024 12:24 PM PG: 1 OF 6

FENCE AGREEMENT

THIS FENCE AGREEMENT (this "Agreement") is entered into of the 6 day of October, 2023, by and between THELMA H. MCNAIR ("Owner"), and COMMONWEALTH EDISON COMPANY, an Illinois corporation ("ComEd").

RECITALS:

A. Owner is the owner of or holder of certain rights in and to that certain land located in the State of Illinois described more particularly on Exhibit A attached hereto and made a part hereof ("Owner's Property").

B. ComEd is the owner of that certain land located in the State of Illinois described more particularly on Exhibit B attached hereto and made a part hereof ("ComEd's Property"), which is located adjacent to and immediately east of Owner's Property.

C. Pursuant to that certain Ordinance Providing for the Vacation of a Certain Alley, Ordinance No. 19-1972, promulgated by the Village of Evergreen Park ("Village") on September 5, 1972, and recorded with the Cook County Recorder's Office as Document No. 22188789 ("Vacation Ordinance"), certain easement rights were reserved in favor of the Village and ComEd with respect to the easterly portion of Owner's Property.

D. ComEd proposes to install a new fence along the boundary between Owner's Property (to the west) and ComEd's Property (to the east) and, in connection therewith, to remove ComEd's existing fence and Owner's existing fence currently located along such boundary (the "Fence Work").

E. ComEd and Owner desire to enter into this Agreement for purposes of setting forth their agreement to certain matters relating to the Fence Work and other matters, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Owner and ComEd hereby agree as follows:

1. Fence Work. Owner hereby consents to ComEd's performance of the Fence Work, including, without limitation, the removal of Owner's existing fence located along the boundary between

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Owner's Property and ComEd's Property. Owner agrees that ComEd shall have the temporary right to gain access to the easternmost portion of Owner's Property in order to perform the Fence Work. ComEd agrees that the Fence Work will be performed in a good and workmanlike manner, at ComEd's cost and expense. Owner and ComEd hereby consent to any minor encroachments onto each other's respective property which may occur as a result of or in connection with the location of ComEd's new fence installed in connection with the Fence Work.

2. Covenants Running With the Land; Vacation Ordinance. The terms, conditions and rights contained herein shall be covenants running with the land and shall be perpetual. This Agreement shall be recorded against Owner's Property, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective grantees, successors and assigns (including, without limitation, the respective successors in title to Owner and ComEd to Owner's Property and ComEd's Property). Nothing contained in this Agreement shall be deemed to limit any of the rights of ComEd or the Village under the Vacation Ordinance.

3. Miscellaneous. This Agreement may be executed in several counterparts, each of which when taken together shall be deemed an original. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement shall be governed by the laws of the State of Illinois. If any term in this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. No change to this Agreement shall be effective unless the same is in a written instrument signed by the parties. Each party to this Agreement waives trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters connected with this Agreement. This Agreement shall be binding upon the parties hereto, as well as their respective heirs, executors, administrators, successors and assigns.

[Signatures and acknowledgements on next pages]

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

OWNER

THELMA H. MCNAIR

Thelma H. Mcnair

COMED

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: [Signature]
Name: Sheleka R. Wesby
Title: Director, Real Estate & Facilities

Property of Cook County Clerk's Office

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STATE OF IL)
)SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thelma H. McNair, 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 (s)he signed and delivered the said instrument, as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of October, 2023

Notary Public

My Commission Expires: _____



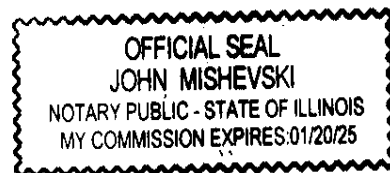
STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that SHERRA WESTBY personally known to me to be the DIRECTOR RES IAC of Commonwealth Edison Company, an Illinois corporation, and 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 as such DIRECTOR, (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of FEBRUARY, 2024

Notary Public

My Commission Expires: 1/20/2025



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EXHIBIT A

OWNER'S PROPERTY

LOT 9 IN HARTZ'S TRUMBULL AVENUE SUBDIVISION OF LOTS 27 TO 42 BOTH INCLUSIVE IN BLOCK 5 IN B.F. JACOB'S RESUBDIVISION OF BLOCKS 1 TO 16 BOTH INCLUSIVE AND 21 TO 28 BOTH INCLUSIVE IN B.F. JACOB'S EVERGREEN PARK SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO ALL THAT PART OF THE VACATED ALLEY LYING EAST OF AND ADJACENT TO SAID LOT 9

Property index number(s):24-02-403-018

Property address: 9133 S. Trumbull Ave. Evergreen Park, Illinois 60805

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EXHIBIT B

COMED'S PROPERTY

LOT 22 IN BLOCK 4 IN B.F. JACOB'S RESUBDIVISION OF BLOCKS 1 TO 16 BOTH INCLUSIVE AND 21 TO 28 BOTH INCLUSIVE IN B.F. JACOB'S EVERGREEN PARK SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

ALSO, ALL THAT PART OF THE EASTERLY 33 FEET OF VACATED SOUTH HOMAN AVENUE LYING WEST OF AND ADJACENT TO SAID LOT AND SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE FORMER GRAND TRUNK WESTERN RAILROAD SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PERMANENT TAX NUMBERS 24-02-404-019