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EASMENT AGREEMENT

Jerry Lambert PREPARED BY:

29-01-423-015-0000 FTN:

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PROPERTY ADDRESS: 1682 Dolton Avenue

Calumet City, 71. 60409

MAIL TO: Jerry L. Lambert

Attorney at Law

2602 Flossmoor Road Flossmoor, Il. 60422

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### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is entered on this \_\_\_\_\_\_ day of November, 1995, by and between Nationwide Real Estate Investments, Inc. (hereinafter referred to as "Nationwide"), owner of South River Point, formerly known as Smiley Plaza, Calumet City, Illinois, and the City of Calumet City, Illinois (hereinafter referred to as "the City"), a municipal corporation.

#### WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, acceipt of which is hereby acknowledged,

Nationwide hereby grants unto the City a permanent easement to construct,

maintain, repair, relocate, and remove automobile barriers not to exceed 36 inches in height across the eastern and northern boundaries of the following described property as per the attached drawing known as Exhibit A:

Lot 2, in M. M. Down's Addition to Calumet City, a subdivision of part of the West half of the Southeast quarter of Section 1. Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The rights granted herein by Nationwide are granted upon the following terms and conditions:

1. The City agrees that the construction, maintenance, repair, relocation, and removal of such barriers shall be done in a good and workmanlike manner by skilled, careful, and efficient workers, and shall, except as hereinafter may be provided, be at the sole expense of the City.

7.60

- 2. The City agrees that following any work on said barriers and following any entry upon the property of Nationwide, the City shall restore the easement area and all other of Nationwide's property to the condition existing prior to the work or entry, and, while performing any such work or during the time of its presence on any property of Nationwide pursuant to this Easement Agreement, the City agrees not to damage any property owned by Nationwide and not to interfere with Nationwide's or any of his agents or contractors' egress or ingress or other use of such property.
- 3. In case of any and every change of location or upon complete removal of said barriers by the City, the easement in that part or portion of the land from which the barriers have been removed shall cease and terminate, and all right, title, and interest shall revert to Nationwide.
- 4. The covenants contained herein shall be covenants running with the land and shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF CALUMET CITY

NATIONWIDE REAL ESTATE INVESTMENTS, INC.

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DDDCIDENIT

CITY CLEDY

By:

BY:

SECRETARY

STATE OF ILLINOIS )	
) SS. COUNTY OF COOK )	
aforesaid and in the county aforesaid appeared Jerry Genova and Michelle ( the persons described in and who exec City Clerk, respectively, of the City of	me, an officer duly authorized in the state to take acknowledgements personally, Qualkinbush to me known and known to be cuted the foregoing instrument as Mayor and Calumet City named therein, and severally exuted the same as such officers in the name
Witness my hand, and official seal in the day of MARMACI, A.D., 1995	he county and state last aforesaid this 13th
POSMM BYMUS Notary Public	**************************************
My commission expires: 912-99	
STATE OF ILLINOIS ) ) SS. COUNTY OF COOK )	County C/O
aforesaid and in the county aforesaid to appeared <u>S. BAGER</u> known and known to be the persons dinstrument as President and Secretary,	me, an officer duly authorized in the state to take acknowledgements personally,  and
	executed the same as such officers in the
Witness my hand and official seal in the day of	"OFFICIAL SEAL"  Jerry I. Lambert Notary Public, State of Illinois My Commission Expires 12/14/96
My commission expires: Dec	14 1996

EXHIBIT Y

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