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Property of Cook County Clerk's Office

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of November, 2000 by and between GLEN E. HELMS and JEANNINE E. HELMS (hereinafter referred to as "Grantor") and ANNA L. KONZAK, TRUST DATED MARCH 6, 1992 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantee is the legal owner of record of the following described parcel of real estate and improvements located thereon (hereinafter referred to as "Parcel A"), in Cook County, Illinois:

The North 4 feet of Lot 56 as measured on the East line of said lot and the South 90 feet of Lot 55 as measured on the East line of said lot in Lake Briarwood, a Subdivision of part of the West Half of the East Half of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly know as: 2834 East Briarwood Drive, Arlington Heights, IL 60005
Permanent Index Number: 08-22-200-049

WHEREAS, Grantor is the owner in fee simple of a contiguous parcel of real property (hereinafter referred to as "Parcel B"), which is legally described as follows:

ATGF, INC.

Lot 56 (except the South 42 feet and except the North 4 feet) in Lake Briarwood, a Subdivision of part of the West ½ of the East ½ of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2836 East Briarwood Drive, Arlington Heights, IL 60005
Permanent Index Number: 08-22-200-050

WHEREAS, Parcel A has been improved with a building and certain other improvements including a concrete wall and concrete retaining wall which the parties agree are encroaching upon Parcel B (this encroaching portion hereinafter sometimes referred to as the "Encroachment"); and

WHEREAS, the Encroachment is depicted on the Plat of Survey by John Henriksen dated October 10, 2000, a true copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Grantor, for the convenience of Grantee, is agreeable to granting a permissive easement for continued use of the concrete wall and retaining wall use and over and across the North lot line of Parcel B as noted in Exhibit "A" herein.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the Grantor as aforesaid, for itself, its beneficiaries, successors, assigns and subsequent owners, does hereby grant to Grantee, as aforesaid, and to its successors, assigns and subsequent owners, a permissive easement in, over, under, across, along and upon Parcel B for the benefit of Parcel A as shown on Exhibit "A".

IT IS FURTHER AGREED to by and between the parties as follows:

1. The recitals are hereby incorporated into this Agreement as though fully set forth herein.
2. This Agreement shall be construed as a covenant running with the land herein described as Parcels A and B for so long as the present residential dwelling exists upon Parcel A or the existing Encroachment is removed for whatever reason or cause. In the event the said residential dwelling is removed or razed in whole, then the Easement granted herein shall cease, terminate and no longer exist and Grantee agrees that any replacement or reconstruction thereof will be in such a manner that there is no Encroachment of any improvement onto Parcel B.
3. The owner of Parcel B claims no interest and/or title to any portion of Parcel A herein.

4. In the event that litigation ensues to enforce the terms of this Agreement, the losing party shall be responsible for the other party's court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written above.

Glen E. Helms
GLEN E. HELMS

Anna L. Konzak
ANNA L. Konzak, as Trustee
under Trust dated March 6, 1992

Jeannine E. Helms
JEANNINE E. HELMS

Signed and Sworn to before me
this 13 day of November 2000

Signed and Sworn to before me
this 13 day of November 2000

[Signature]
Notary Public
SEAL
RICK J. ERICKSON
STATE OF ILLINOIS
COMM. NO. 101901

[Signature]
Notary Public
SEAL
RICK J. ERICKSON
STATE OF ILLINOIS
COMM. NO. 101901



This document Prepared by and Mail to:

Rick J. Erickson
Attorney at Law
716 Lee Street
Des Plaines, IL 60016

MAIL TO: DENNIS D. SASSAN
7788 N. MILWAUKEE AVE
NILES ILL 60714

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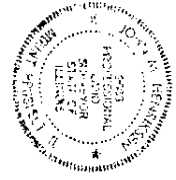
15 FEET

RICK J. ERICKSON, LTD.

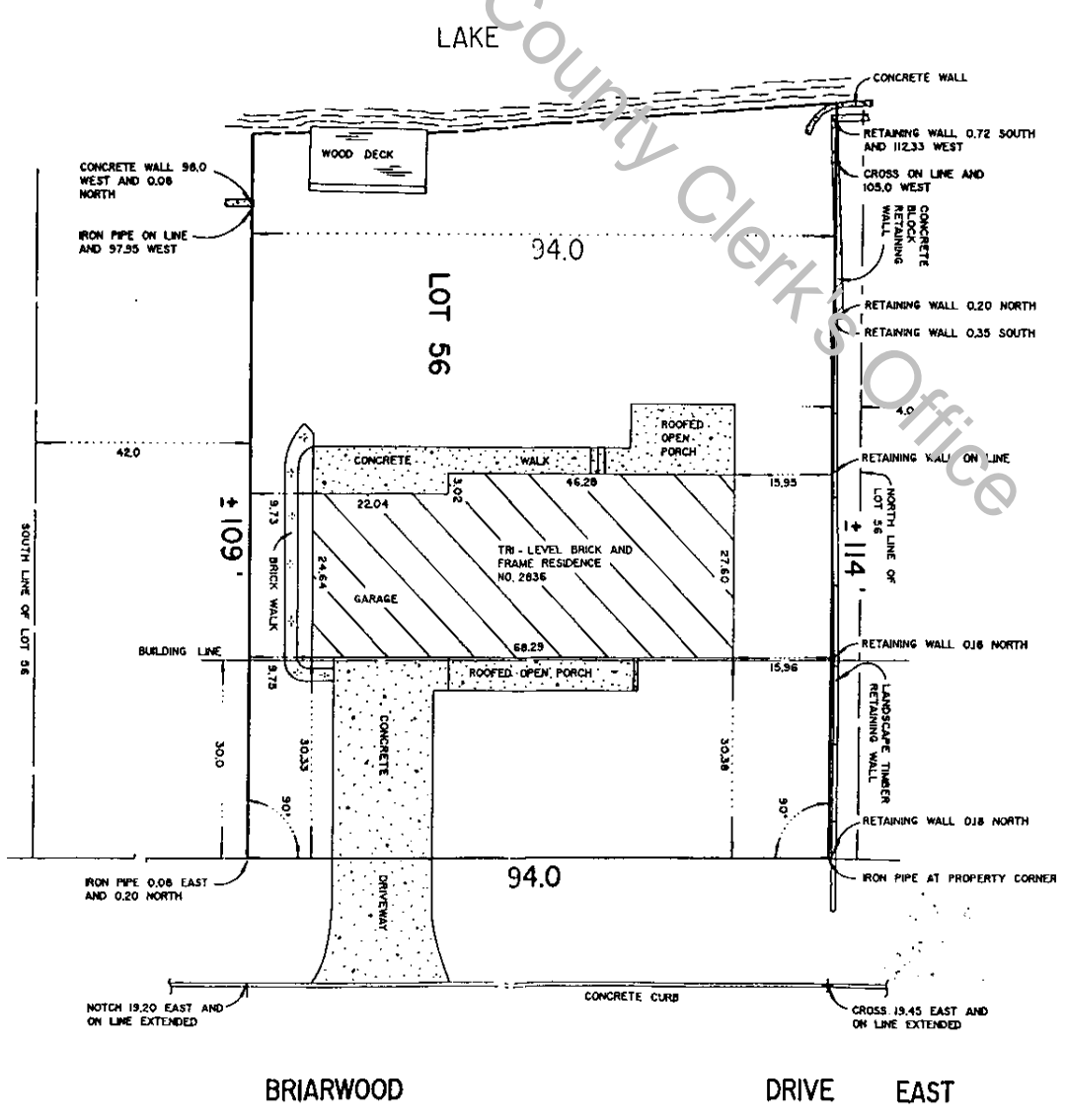
IF ANY, SHOWN HEREON ARE BUILDING LINES ON THE RECORDED SUBDIVISION PLAT. LOCAL AUTHORITIES FOR BUILDING LINES. TECHNICAL CORRECTIONS TO THE PLAT SHOULD BE REPORTED TO THE LOCAL AUTHORITIES IMMEDIATELY BEFORE BUILDING AND REPORT ANY RE NOT TO BE ASSUMED FROM SCALING.

LEGEND FOR THE CONVEYANCE

0.01	1/4"	0.25	1"
0.02	1/2"	0.50	2"
0.03	3/4"	0.75	3"
0.04	1"	1.00	4"
0.05	1 1/4"	1.25	5"
0.06	1 1/2"	1.50	6"
0.07	1 3/4"	1.75	7"
0.08	2"	2.00	8"
0.09	2 1/4"	2.25	9"
0.10	2 1/2"	2.50	10"
0.11	2 3/4"	2.75	11"
0.12	3"	3.00	12"
0.13	3 1/4"	3.25	13"
0.14	3 1/2"	3.50	14"
0.15	3 3/4"	3.75	15"
0.16	4"	4.00	16"
0.17	4 1/4"	4.25	17"
0.18	4 1/2"	4.50	18"
0.19	4 3/4"	4.75	19"
0.20	5"	5.00	20"



STATE OF ILLINOIS
COUNTY OF COOK, S.S.
I, JOHN M. HENRIKSEN, AN ILLINOIS PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE DRAWING IS A CORRECT REPRESENTATION OF THE SURVEY. DIMENSIONS ARE SHOWN IN FEET AND CENTS THEREOF.
MOUNT PROSPECT, ILLINOIS
OCTOBER 10, 2000



LOT 56 (EXCEPT THE SOUTH 42 FEET AND EXCEPT THE NORTH 4 FEET) IN LAKE BRIARWOOD, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

2007 E. IVY LANE MOUNT PROSPECT, ILLINOIS 60056 - 1823

847 - 824 - 0595

BY JOHN M. HENRIKSEN

OF