

This Instrument Prepared By:

Whitlock & Associates Law Offices
1000 Dearborn St.
Chicago, IL 60610

After Recording Return To:

Ethan Carter
123 Main St.
Grayslake, IL 60030

EASEMENT AGREEMENT

This Easement Agreement is made the 2nd day of July, 2026, by and between Ethan Carter ("Grantor" and Mark Reynolds and Lisa Reynolds (collectively, "Grantee"):

WHEREAS, Grantor is the owner in fee simple of property legally described as follows:

(Parcel One):

Lot 1 in Lancer Way addition to a Subdivision in the Southwest 1/4 or the Northwest 1/4 of Section 8, Township 40 North, Range 8 East of the Third Principal Meridian, in Lake County, Illinois.
(common address: 123 Main St., Grayslake, Illinois, 60030)

WHEREAS, Grantee is the owner in fee simple of an adjoining parcel of land, lying adjacent to and immediately east of Parcel One, and more particularly described as follows:

(Parcel Two):

Lot 2 in Lancer Way addition to a Subdivision in the Southwest 1/4 or the Northwest 1/4 of Section 8, Township 40 North, Range 8 East of the Third Principal Meridian, in Lake County, Illinois.
(common address: 125 Main St., Grayslake, Illinois 60030)

WHEREAS, Grantee's fence encroaches onto the eastern property line of Parcel One by approximately ten feet at the widest point (said fence encroachment hereinafter "Fence"), as shown on the survey of Parcel One, dated June 28, 2026, by J. Miller Surveying, P.C. ("Survey"), which is attached hereto as Exhibit A;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contracted, it is agreed as follows:

1. Grantor hereby grants to Grantee and their heirs, successors, and assigns an easement for the use, maintenance, and repair of the Fence at its present location as shown on the Survey, said easement to be appurtenant to Parcel Two.
2. Grantor shall not be responsible for any maintenance, repair, upkeep, or liability because of said Fence, and Grantee agrees to indemnify and hold Grantor harmless from any loss occasioned by said Fence being located on Parcel One and by Grantee's exercise of his rights and privileges

hereunder, including any loss arising or growing out of any damage or injury caused by the negligence of Grantee.

3. Grantee agrees that if said Fence is ever destroyed or is in a state of disrepair by more than fifty percent, or otherwise has to be replaced, then the Fence will be removed from Parcel One, whereupon this easement will automatically terminate and be of no further force and effect. Any replacement fence will be erected entirely on Parcel Two.

4. Grantee agrees that if said Fence is ever removed from Parcel One for any reason (for example, a voluntary removal for aesthetic reasons), this easement will automatically terminate and be of no further force and effect. Any replacement fence will be erected entirely on Parcel Two.

5. By executing this agreement, Grantee disclaims any possible claim based on the adverse possession of that portion of Parcel One occupied by said Fence.

6. The easement herein granted shall run with the land and shall inure to the benefit and use of Grantee and their heirs, successors, and assigns, provided, however, that nothing contained herein shall be construed as a conveyance to Grantee of any fee simple interest in Parcel One.

7. Grantee may terminate this grant of easement by executing a release of easement and delivery said release to the then-current owner of Parcel One at 123 Main St., Grayslake, Illinois, 60030, whereupon all rights, duties, and liabilities hereby created shall terminate. Said current owner of Parcel One shall then be responsible for recording said release in the office of the Recording Division of Lake County, Illinois.

9. This Agreement will be recorded in the official public records of Lake County, Illinois. Grantee will be solely responsible for payment to the Lake County Recording Division, the standard document recording fee of seventy dollars (\$70.00), plus any additional fees incurred if document is submitted via eRecording, and will submit for recording with thirty (30) days of execution.

10. This writing constitutes the entire Agreement between the parties with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations, and negotiations.

Ethan Carter, Grantor

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

Mark Reynolds, Grantee

Lisa Reynolds, Grantee

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public