

# McHenry County Staff Plat Review - Public Meeting AGENDA

August 6, 2025, 8:30 AM

County Board Conference Room

Administration Building, 667 Ware Rd., Woodstock, IL 60098

**Pages** 

- 1. CALL TO ORDER Roll Call
- 2. PUBLIC COMMENT
- 3. DRAFT MINUTES FOR APPROVAL
- 4. SITE PLAN REVIEW
  - 4.1 Z25-0062, Goldman, A-1 to A-1CV, Algonquin Twp PIN: 20-32-400-006, 11719 Ridge Road, Barrington

Applicant is seeking seven (7) Conditional Use Permits and one (1) Variance

- 1. Intensive Agritourism with a variance to reduce the minimum acreage from twenty (20) to thirteen and a half (13.5) acres, 2) Agriculture Employee Housing, 3) Reception Facility, 4) Community Center, 5) Day Camp, 6) Art Gallery, and 7) Vacation Rental Facility
- 5. SUBDIVISION REVIEW
- 6. STATUS UPDATE
- 7. MEMBERS' COMMENTS
- 8. ADJOURNMENT

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#### Z25-0062

Project Name: Farmstead–Conditional Use with Zoning Variation

Project Description: Request from A-1 to A-1CV allowing for 7 different Conditional Use

Permits and a variance to reduce Agritourism Intensive minimum area

from 20 to 13.5 Acres

Permit Type: CONDITIONAL USE WITH ZONING VARIATION

Site Address (Parcel) Owner Name: 11719 Ridge Road

Parcel Identification Number: 20-32-400-006

Site (Parcel) Address: 11719 RIDGE RD BARRINGTON, IL 60010

Number of Acres: 13.49

Site Address (Parcel) Owner Phone Number:

Site Address (Parcel) Owner Email Address:

Applicant Name (if other than owner): Goldman, Kim

Primary Contact: Goldman, Kim

Applicant Address: 11719 Ridge Road

Applicant Phone Number: 9179035783

Applicant Email Address: Kimlarimoregoldman@gmail.com

### The narrative description of the proposed site use or site construction shall include the following information:

### 1. Proposed uses, services, or activities (i.e. food establishment, bed and breakfast, landscape business, cold storage).

Guided by a mission to inspire meaningful connection—between people, the land, and the food we share—**The Farmstead at Hill 'n Dale** will offer immersive, hands-on experiences rooted in farming, food, and community.

This is a deeply personal and place-based project. The 13.5-acre parcel—carved from the larger Hill 'n Dale property that has been in the owner's family since the 1960s—includes one of the region's earliest farmsteads, dating back to the 1800s. From 2010 to 2016, the owners operated a CSA on a nearby part of the property, laying a foundation of sustainable agriculture and community engagement that this new chapter builds upon. Surrounded by more than 240 acres recently placed under permanent conservation by Citizens for Conservation, The Farmstead at Hill 'n Dale shares in a broader commitment to land stewardship and ecological education.

The site will operate as a working farm centered around a market garden that produces vegetables, fruits, and flowers for sale through an onsite farm store. The store will also carry gardening and cooking tools, artisan goods, packaged meals, and locally sourced provisions.

We will host guided farm tours and classes in gardening, cooking, and agricultural arts. Seasonal offerings may include U-pick, seed-starting workshops, and field days. A small number of animals—such as chickens, ducks, or goats—may be kept to enrich the learning environment.

The Farmstead at Hill 'n Dale will also offer ticketed and walk-up farm-to-table meals that highlight produce from our gardens, with seasonal dining experiences offered both indoors and out.

The 1890s-era farmhouse will be used as short-term lodging for visiting chefs, guest artists, and overnight guests. The three-unit employee housing structure will be restored to support on-site staff and long-term operations. We will also offer limited private rentals for gatherings that align with our mission—prioritizing events connected to food, farming, the arts, or community well-being.

### 2. Existing site conditions and proposed site modifications (grading, buildings, other structures).

The 13.5-acre parcel includes approximately 5.5 acres of open pasture to the north and 15 existing outbuildings on the southern eight acres. These structures include the original foursquare farmhouse built around 1890, two 1920s-era gambrel roof dairy barns, two former hog sheds, a corn crib, two multi-stall garages, a three-bay workshop, three single story

residences, a three-unit worker residence, a shed, and a small pump house that serves as the site's electrical hub. Most of these buildings are currently unused, aside from a couple being used for storage and one as a mechanic's shop. All structures are in varying states of disrepair. Two of the dwellings will soon be demolished.

In the first phase of development, we will renovate the two primary barns and the farmhouse, adapt a three-stall garage into a designated farm store, and construct a new greenhouse, replacing an existing shed on the property. We are committed to preserving and adapting existing buildings wherever possible to maintain the integrity and character of the original farmstead while meeting modern functional needs.

Future phases may include construction of a second, larger greenhouse; a new work shed and washing/packing shed; updates to the existing worker cottages; the renovation of two former hog sheds into art studios; and the conversion of a residence into staff offices.

Site design and construction are guided by a commitment to sustainability, accessibility, and ecological resilience. We are working with Whole Systems Design, a permaculture and landscape consulting firm, to shape the landscape in ways that support both function and long-term environmental stewardship. Most existing mature trees and shrubs will be preserved, while new plantings will include native and edible perennials. A network of accessible pedestrian pathways will connect key areas of the site, encouraging exploration and engagement with the land. Future grading will be minimal and targeted, with the northern pasture shaped to incorporate small ponds and swales that create passive, self-irrigating systems. Additional features such as composting systems, permeable surfaces, and rainwater harvesting will further support regenerative practices.

All public-facing areas, including both dairy barns and the farm store, will be designed to meet ADA standards, and accessible parking will be provided on multiple parts of the farm. New construction and renovations will emphasize energy efficiency, adaptive reuse, and low-impact materials—supporting our goal of creating a site that fosters education, connection, and meaningful engagement with the land.

#### 3. Estimated maximum number of employees on site at one time.

We estimate a maximum of 14 employees on site at any one time during peak operations. This includes kitchen staff, farm crew, farm store and front-of-house staff, educators, and administrative personnel. Staffing levels will vary seasonally and by day, depending on programming and farm activity.

### 4. Estimated maximum number of customers, visitors, or patrons on site per activity per day.

All events will be ticketed to control attendance, ensuring it remains within the site's parking capacity and aligned with our mission to host intimate, meaningful gatherings. Attendance at

any one time will not exceed 300 guests, which also reflects the maximum number our staff can appropriately support.

At peak programming, we anticipate the following maximum attendance levels:

- Farm Store: Up to 100 shoppers per day during peak season weekends
- Breakfast & lunch dining: Up to 100 guests per day during peak service days
- Ticketed Farm-to-Table Meals: Up to 50 guests per seating, with a maximum of four meals per week
- Ticketed and Timed Casual Community Dinners: Not to exceed 100 guests per event, with a maximum of two events per week
- Educational Classes (e.g., gardening, cooking, arts, yoga): Maximum of 25 participants per class, with up to five (5) classes per day and 22 classes per week
- Ticketed Community Events (e.g., lectures, field days): Up to 300 guests per event, with a maximum of three events per month

These numbers represent estimated maximums; most activities will be smaller in scale and vary seasonally.

An example of a typical week's schedule at The Farmstead at Hill 'n Dale:

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Farm Store Hours	8:30a-4:30p	Closed	Closed	8a-2p, 5-9:30p	8a-2p, 5-9:30p	8a-2p, 5-9:30p	8a-9:30p
Classes & Events	9-10a Yoga 1-4pm Arts Class 1-4pm Gardening Class			9-10a Kids Class 6-8p Wellness Lecture 6-9p Gardening class	8:30-9:30a Yoga 6-9p Gardening Class 6-9p Arts Class	9-10a Kids Class 3-6p Guest Chef Demonstration OR Class	8:30-9:30a Yoga 9-10a Kids Class 10a-1pm Cooking Class 10a-1pm Gardening Class
Breakfast & Lunch				8-2pm	8-2pm	8-2pm	8-2pm
Ticketed Meals	10-1p Brunch			6-9p Carry Out Meal	6p Casual Dinner	6p Farm Dinner	6p Guest Chef Dinner OR Private Rental

### 5. Type of and estimated maximum number of vehicles that will be using the access points.

#### Southern Access (Staff and Accessible Access Point):

- Up to 14 staff vehicles on site daily during peak operations
- Up to 3 delivery or service vehicles per day (for food deliveries, vendor drop-offs, and maintenance)
- The southern lot accommodates 4 accessible spots

#### Eastern Access (Staff and Overflow Parking):

- On a typical operating day—when the farm store and breakfast/lunch café are open—we anticipate 35–55 passenger vehicles, primarily from local shoppers and diners. The eastern parking lot is designed to accommodate this volume, with all vehicles entering via the eastern access point.
- On peak programming days—such as during farm dinners, educational classes, or community events—daily traffic may increase to up to 100 passenger vehicles, depending on event overlap.

Traffic volumes will vary seasonally and by event type. Access points and parking layouts have been designed to support safe, efficient circulation during both daily operations and larger events.

#### 6. Existing and proposed number of parking spaces (handicap accessible and total)

While it was never intended for public use, the existing large concrete pad on the property can accommodate approximately 150 vehicles. Historical use appears to have been for cattle containment, farm equipment, and worker parking. As part of our site improvement, we plan to remove most of this concrete to allow for natural landscaping around the barns, enhancing the site's aesthetics and environmental integration.

The existing western parking lot will primarily be used for staff but includes 14 staff spaces, 6 guest spaces, and 4 accessible spaces.

We propose to create a new parking lot for guests on the eastern part of the property using the eastern access point off of Ridge Road. The plan includes **114 defined parking spaces**, which includes:

- 100 guest spaces
- 6 accessible spaces, provided in full compliance with the Illinois Accessibility Code
- 5 motorcycle parking spots
- 8 Bike parking spaces

Based on our business plan and lean staffing model, we intend to host a maximum of **300** guests on site at any one time. To manage capacity, all events will be ticketed, ensuring total attendance remains within the site's parking limitations.

For residential uses, the farmhouse (vacation rental) requires 1 designated space per ordinance; however, we have allocated 3 spaces to ensure ample guest and service parking.

Ordinance Requirement	Actual		
Agritourism - 1 per employee	14	114 total spaces provided,	
Employee housing - 1 per unit	3	including 6 accessible spaces.	
Vacation rental - 1 per unit	1	100 spaces allocated for assembly use (based on	

Art gallery	5	300-person occupancy at 1	
Restaurant - 1/50 seating area	32	space per 3 people).	
Retail goods - 1/200 GSF	7		
Community center - 1/500 GSF	5		
Assembly Parking	47		
Farmstand	No minimum		
TOTAL	114		
Number of bike parking spaces	1 per 15 parking spaces	8 provided	

#### 7. Existing and proposed public restrooms.

There are currently no public restrooms on site. As part of our development plan, we will add new public restroom facilities to comply with Illinois Plumbing Code, accommodate guests, and ensure comfort during events, classes, and daily operations. These facilities are designed to meet both the anticipated guest volumes and all applicable code requirements for accessibility, health, and safety.

In the West Barn ground floor assembly space, there will be two restrooms. The women's restroom will include three fixtures, and the men's will include four. Each restroom will have one lavatory. Two drinking fountains will serve the space.

In the East Barn, restrooms will be installed to support the restaurant and kitchen operations. Two restrooms, each with two fixtures and one lavatory, will serve restaurant guests. An additional toilet room will be provided for kitchen staff use.

### 8. Existing and proposed floor drains. If present, provide information regarding discharge location.

There are currently no known public-facing floor drains on site. Any existing private drains within the outbuildings, such as those associated with former agricultural or workshop use, are either decommissioned or are not in active service.

As part of our development plan, new floor drains will be installed in the commercial kitchen, restaurant service areas, and restroom facilities to meet health, safety, and building code requirements. All new floor drains will discharge into the approved on-site septic system and will be designed in compliance with county and state regulations.

No exterior drains for stormwater runoff are proposed at this time beyond standard surface drainage measures. Rainwater harvesting systems will be incorporated separately for irrigation use.

#### **Approval Standards for Conditional Use**

(McHenry County Unified Development Ordinance §16.20.040E)

This form must be completed for requests for Conditional Use(s). Yes and No answers are insufficient, please provide a minimum of one (1) or two (2) sentence explanation. If there is insufficient room, please provide a separate response page.

1. Please describe how the conditional use meets all applicable standards of UDO §16.56 (Use Standards) and §16.60 (Site Development Standards).

**Employee Housing (C.1 on Site Plan) is defined as:** DWELLING UNIT(S) provided for housing agricultural employees on a year-round or seasonal basis.

Housing for employees will be provided in an existing single-story structure referred to on the site plan as the Cottages. The building contains three individual units, each with a private entrance, kitchen, bathroom, and bedroom. Originally constructed in the 1950s to house farm workers, the Cottages will be restored for that same purpose. The structure is currently served by gas, electricity, and a functioning well water and septic system. Located in the interior of the property, it complies with all applicable site development standards.

Private Event Rentals (C.2 on Site Plan) ~ Reception Facility is defined as: A BUSINESS that provides the hosting and rental services of a banquet hall or similar FACILITY for private events including, but not limited to, wedding receptions, holiday parties and fundraisers, with food and beverages that are prepared on site or by a caterer and served to invited guests during intermittent dates and hours of operation. A RECEPTION FACILITY may have overnight guest rooms for the use of persons attending events. A RECEPTION FACILITY is not operated as a RESTAURANT with regular hours of operation nor as a HOTEL offering overnight accommodations to persons other than persons attending events.

The proposed Reception Facility use will take place within existing structures on the property, with activities centered around the two historic barns. The East Barn will include a new kitchen addition and a dining room, while the West Barn will feature an open-plan assembly space. When weather permits, the courtyard between the barns will also serve as a venue for outdoor gatherings and programming.

While there are no specific use standards for Reception Facilities, all proposed activities will occur within existing buildings and designated outdoor areas that fully comply with current A-1 zoning setbacks and requirements. The site will be served by well water and supported by newly installed, properly designed septic systems.

Craft and art Classes, yoga classes, lectures, partnerships with area colleges (C.3 on Site Plan)~ Community Center is defined as: COMMUNITY CENTER. A FACILITY for recreational, social, educational, and cultural activities owned and operated by a public or non-profit group or agency. A COMMUNITY CENTER may include retail sales of related items and RESTAURANTS as ACCESSORY USES.

Similar to the Reception Facility use, the proposed Community Center use will be integrated into existing structures on the property, with many activities centered around the East and West Barns. Most culinary classes will be held in the East Barn, while the West Barn will host lectures and other educational programming; in a future phase, the Hog Sheds will be renovated into art studios. Outdoor areas, including the central courtyard and potager, will support seasonal and hands-on classes when weather permits.

Although there are no specific use standards for Community Centers, all activities will occur within existing buildings and outdoor spaces that conform to A-1 zoning setbacks and development standards. The site will be served by well water and newly designed septic systems to meet operational needs.

Summer Day Camp (C.4 on Site Plan) ~ Day Camp is defined as: FACILITIES providing recreational and education activities during the day within a CAMPGROUND, CONSERVATION AREA, school, PLACE OF WORSHIP, or other public or institutional FACILITY.

The proposed Day Camp will utilize most areas of the site, including gardens and existing buildings. It will be operated in full compliance with all applicable state and county regulations and codes. The site currently meets all yard requirements and development standards.

Art Gallery Installation (C.5 on Site Plan) - Art Gallery is defined as: A BUSINESS engaged in the sale, loan, and/or display of paintings, sculpture, photographs, video art, or other works of art. ART GALLERY does not include a CULTURAL FACILITY, such as a library or museum, which may also display paintings, sculpture, photographs, video art, or other works.

While there are no specific use standards for Art Galleries, the project will incorporate this use within existing structures that fully comply with current site use and development standards.

Short Term Rental (C.6 on Site Plan)~ Vacation Rental is defined as: A furnished DWELLING UNIT, or portion thereof, that is rented or offered for rent for more than twelve (12) rental periods per calendar year or more than ninety (90) days per calendar year to guests on a nightly, daily, weekly, or any other occupancy period of less than thirty (30) consecutive days regardless of whether or not the DWELLING UNIT is occupied as a full time residence or whether or not the full time resident remains on the premise during the time that the DWELLING UNIT is utilized by guests, but where the operator does not provide guests with any additional services such as breakfast. A VACATION RENTAL serves the purpose of providing the opportunity for tourism or recreation to guests similar to a HOTEL/MOTEL or BED AND BREAKFAST. A VACATION RENTAL does not serve the purpose of allowing guests to establish a permanent or short term residence. (See BOARDING HOUSE.)

While there are no specific use standards for Vacation Rentals, this use will be accommodated within the existing four-square farmhouse, which currently complies with all applicable site use and development standards. The farmhouse will undergo renovations to include en suite bathrooms for each of the three bedrooms. The main level will offer a shared kitchen, dining area, and living room—providing a comfortable, self-contained experience for short-term guests.

The vacation rental will primarily serve guests who are participating in on-site programming, offering them the opportunity to extend their visit in an immersive, farm-centered environment. Adequate guest parking will be provided near the farmhouse itself, ensuring it does not impact the main parking lot.

Additionally, once renovated, the Cottages may also be used for overnight accommodations when not needed as worker housing.

### 2. Is the conditional use compatible with the existing or planned future development of the area?

The proposed conditional uses are compatible with the existing and future development of the area, which includes a mix of agricultural and low-density residential zoning. In fact, they enhance the landscape by preserving open space, revitalizing historic structures, and introducing low-impact, community-oriented programming. Additionally, the uses complement the neighboring Citizens for Conservation land, offering aligned programming that reinforces CFC's mission of ecological stewardship.

All activities are rooted in fostering deeper connections to land, food, and community through educational and hands-on experiences. Programming includes wellness lectures, children's day camps centered on gardening and food systems, and nature-based art classes—such as botanical painting, natural dyeing, and outdoor photography.

Short-term vacation rentals will primarily serve guests participating in on-site experiences who wish to extend their visit in an immersive setting. Private group rentals will be limited to mission-aligned uses that engage meaningfully with the farmstead's offerings.

Given our mission to serve the local community, proximity to nearby residential areas makes the farmstead accessible while maintaining a rural character. Programming is intentionally small in scale: most gatherings will host fewer than 50 guests, with occasional events up to 300. All activities are designed to be respectful of the area's quiet, natural setting.

### 3. Is the conditional use detrimental to or endanger the public health, safety, morals, comfort or general welfare of the area?

No, the proposed conditional uses will not be detrimental to public health, safety, morals, comfort, or general welfare. Each use—and the broader mission of our organization—is thoughtfully designed to contribute positively to the community. Educational offerings—including art classes, lectures, and partnerships with area colleges—promote creativity, learning, and community engagement. Wellness-focused programming like yoga classes and summer day camps supports physical and emotional well-being for all ages. Short-term rentals and staff housing ensure that guests and employees can engage conveniently and sustainably.

### 4. Will the conditional use be injurious to the use and enjoyment of other property in the area?

No, the proposed conditional uses will not be injurious to the use or enjoyment of nearby properties. Unlike more disruptive commercial agri-entertainment activities—such as hayrides, corn mazes, or pumpkin cannons—our programming is peaceful, purposeful, and rooted in education, wellness, and land stewardship. We have personally spoken with all adjacent property owners, and they have expressed support for our overall vision and plans for the property. The boutique scale and intentional nature of our activities are designed to enhance, not detract from, the surrounding environment and community.

#### 5. Will the conditional use substantially diminish and impair property value in the area?

No, the proposed conditional uses will not diminish or impair property values in the area. On the contrary, introducing a vibrant agri-business is likely to enhance the appeal of the neighborhood and contribute to local economic vitality, which can positively influence nearby property values.

Much of the surrounding land is already zoned agricultural, and our proposed uses are fully compatible with that designation. In addition, most of our programming will be set back from property lines, further reducing any impact on neighbors. The entire northern section of our property will be dedicated to market gardens with minimal guest traffic, while primary gathering spaces are located in our two large barns on the southern end. Because the southern boundary borders conservation land, there is no possibility of residential development along that side of the property.

#### 6. Are adequate utilities, access roads, drainage, and other necessary facilities provided?

Yes, the property is equipped with adequate utilities, access roads, drainage, and supporting infrastructure to accommodate the proposed uses. Electrical, gas, and well water systems are already in place, and any necessary upgrades will be made to meet operational needs and comply with current code requirements.

Two existing access points off Ridge Road will be reused to provide familiar, safe, and direct entry to the site, with internal circulation designed to efficiently serve guest, staff, and service vehicles.

Drainage has been thoughtfully integrated into the site plan. Much of the core area is currently paved with impervious surfaces, contributing to runoff. To mitigate this, existing concrete paving and compacted gravel will be reduced and replaced with permeable materials—such as ground covers and native plants—to slow, spread, and infiltrate water into the soil. We also plan to harvest rainwater from rooftops for storage in tanks to support garden irrigation. In a future phase, ponds and swales will be added in the northern growing areas to establish a self-irrigating system that will also help recharge groundwater supplies.

Additional improvements—including defined parking areas and appropriate lighting—will further support safe, efficient, and accessible use of the property by guests, staff, and service providers.

### 7. Has conditional use operation been designed to provide ingress and egress to minimize traffic congestion and hazard on the public streets?

Yes, the proposed plan maintains the property's two historic access points, ensuring continuity for the surrounding community and preserving familiar traffic patterns.

Staff and service vehicles will use the southern access drive, which features clear sightlines, safe turning radii, and internal circulation routes designed to prevent backups onto Ridge Road.

Guests will enter via the eastern access drive and park in a newly designated lot, effectively separating vehicle flows to reduce congestion and support safe operations.

Events are intentionally small in scale—with most gatherings under 50 guests—and are scheduled in a staggered manner to minimize traffic impact on public streets.

### 8. Will the conditional use conform to the applicable standards of the underlying zoning district?

Yes, the proposed conditional uses are consistent with the intent and character of the A-1 Agricultural zoning district. Each use is either directly related to agriculture or supports public engagement with the land in a low-impact, educational, or seasonal capacity. Activities such as summer day camps and gardening classes promote land-based learning and community connection, which reflect the purpose and spirit of agricultural zoning.

Private event rentals (i.e., team building retreats, fundraising events), vacation rentals, and staff housing will take place within existing buildings and are thoughtfully scaled to fit the site without altering the agricultural character of the land. These uses provide essential support for the viability of the farm operation and are managed in a way that respects the surrounding environment and zoning standards.

No new structures are being introduced that conflict with agricultural land use, and all site improvements will comply with applicable setbacks, building codes, and development regulations under the A-1 district.

#### 9. Will the conditional use be reasonably in the interest of the public welfare?

Yes, the proposed uses serve the public welfare by providing enriching programs that promote wellness, education, and cultural engagement. Arts and yoga classes, lectures, and day camps encourage health, lifelong learning, and community connection. Partnerships with area colleges and rotating art installations contribute to the region's cultural vitality. On-site staff housing and short-term rentals will ensure smooth operations and enhance guest comfort, further strengthening the site's ability to serve the public in a safe, welcoming, and sustainable way.

### 10. Will there be adequate measures taken to provide protection to groundwater recharge and groundwater quality?

Yes, adequate measures will be taken to protect groundwater recharge and quality. The property, shaped by a series of ridges, functions largely as a self-contained watershed. This natural topography allows for the collection of stormwater in strategically placed ponds and bioswales,

which will support groundwater recharge while also filtering runoff and reducing erosion. Collected water will be reused for purposes such as irrigation, emergency storage, educational and recreational programming, and wildlife habitat.

#### **Approval Standards for Variation**

(McHenry County Unified Development Ordinance §16.20.020F)

This form must be completed for requests for variation(s). Yes and No answers are insufficient, please provide a minimum one (1) or two (2) sentence explanation. If there is insufficient room, please provide a separate response page.

## 1. What hardship is placed upon the property owner due to the particular surroundings, shape, or topographic conditions of the property if the strict letter of the zoning regulations were carried out?

Though the property is 13.5 acres—below the 20-acre minimum required for Agritourism Intensive zoning—it has historically served as the central farmstead of a much larger agricultural operation. With its historic barns, open fields, and established infrastructure, it is uniquely suited for agritourism.

Strict application of the acreage requirement would create a hardship by preventing the property from being used in a manner consistent with its agricultural heritage and existing character. The current parcel size resulted from a subdivision following the sale of 240+ surrounding acres to Citizens for Conservation, which will remain permanently undeveloped. This conserved land effectively preserves the open space and rural context intended by the 20-acre threshold.

Without the variance, the owners would be unable to implement a low-impact, community-focused business plan that includes farm dinners, classes, tours, and seasonal events—all well-matched to the site's scale and existing features.

### 2. How is the hardship described in question 1 unique to this property and not applicable to all properties within the same zoning district?

The hardship is unique to this 13.5-acre property due to its historical role, existing infrastructure, central location within preserved open space, and public visibility. Formerly the heart of a larger agricultural operation, the property retains two prominent historic barns, open fields, and a layout well-suited to small-scale agritourism uses such as market gardening, limited livestock, and walkable educational programming. Unlike other parcels in the same zoning district, it is surrounded by 240+ acres of permanently protected land owned by Citizens for Conservation, preserving its rural context and enhancing its potential as a public-facing site. Its visibility from County Line Road—anchored by its iconic barns—further distinguishes it as an ideal location for agritourism. Denying the variance would prevent the productive use of a uniquely suited and historically significant property, a hardship not shared by most parcels in the district.

#### 3. Other than increased monetary gain, what is the purpose of the variation?

The purpose of this variance request is not financial gain. Rather, the owners aim to honor the property's long-standing agricultural legacy by opening it up to the community through meaningful, land-based programming. This historic farmstead—held in the same family for around 60 years—was among the first clusters of farm buildings in the area and has operated as a dairy, hog,

and thoroughbred horse farm. Today, the owners are committed to preserving and revitalizing the site by renovating its two 1920s-era dairy barns, the 1890's foursquare farmhouse, and the surrounding grounds for hands-on classes, farm dinners, and mission-aligned community gatherings.

In addition to preserving the character of the property, the owners wish to continue and deepen their partnership with Citizens for Conservation (CFC), who currently use the parcel for visitor parking during birding walks through adjacent conservation land. There may be further opportunities for collaboration with CFC as the farmstead evolves, reinforcing a shared commitment to stewardship, education, and public access to natural spaces.

### 4. Did the property owner or past owners create the difficulty or hardship that the variation seeks to relieve?

No, the hardship was not created by the current or previous property owners. The 13.5-acre parcel was originally part of Hill 'n Dale Farm, a larger family-owned agricultural property, and was subdivided during a sale to Citizens for Conservation (CFC) for land preservation purposes. The parcel was later purchased back from CFC by members of the original farm family. At the time of sale, CFC was unable to sell additional acreage due to grant conditions requiring them to retain ownership of a minimum number of acres.

As a result, the current owners acquired a parcel that—while historically functioning as the core of the original farm—falls just below the 20-acre minimum required for Agritourism Intensive zoning. The requested variance would allow this uniquely suited property to honor its agricultural legacy and serve the broader community without compromising the original conservation goals of the land transfer.

### 5. Will the variation be detrimental to the public welfare or injurious to other property or improvements in the neighborhood?

No, the proposed variation will not be detrimental to the public welfare or injurious to surrounding properties. The planned uses—such as farm store sales, cooking and gardening classes, and seasonal events—are intentionally modest in scale and designed to foster education, community engagement, and appreciation for local agriculture. Events like wellness lectures, ticketed meals, and community gatherings will be carefully managed to maintain a respectful volume and frequency, with most activities occurring during daytime or early evening hours and all programming concluding by 10pm.

Adequate onsite parking and intentional site design will help minimize traffic, noise, and visual impact on neighbors. Rather than disrupt the surrounding area, these uses are intended to enrich it—offering meaningful experiences that draw the community into closer connection with the land.

6. Will the variation: impair an adequate supply of light and air to adjoining property, increase congestion on the public streets, increase the risk of fire to adjacent property, or substantially diminish or impair property values within the neighborhood?

The proposed variation will not impair access to light or air for adjacent properties. All buildings on the site are existing structures; no new construction is planned that would block views or alter access to natural light and air. Renovations are focused on revitalizing current buildings in a way that preserves the site's pastoral character and supports the surrounding environment, including land, air, and wildlife.

The project will not increase the risk of fire. All applicable fire codes will be met or exceeded, including the installation of a fire suppression system in the new commercial kitchen. Additional safety measures include regular grease management, strategically placed fire extinguishers, and staff training in fire response procedures.

Traffic impacts will be minimal. The site is designed with defined entrances and exits to promote safe traffic flow, along with adequate onsite parking to accommodate guests and minimize congestion on public roads.

Finally, the addition of a vibrant agri-business—with mid- to high-end retail, farm dinners, and educational experiences—is expected to enhance nearby property values by making the area more desirable and contributing to local economic vitality.

### 7. Will this variation confer special privilege to the property owner that is denied to other owners with property in the same zoning district?

No, granting this variation does not confer an unfair special privilege. The property is already zoned for agricultural use and, at 13.5 acres, is relatively close to the 20-acre minimum required for Agritourism Intensive zoning. Its historic role as a working farmstead—with existing barns, open land, and numerous outbuildings—makes it uniquely suited for agritourism. Few parcels under 20 acres in the area share the same combination of size, layout, infrastructure, and long-standing agricultural use. This request reflects a thoughtful and appropriate use of the land and does not set a precedent for broader exceptions.

#### This document prepared by:

Messer Strickler Burnette, Ltd. 142 W. Station Street Barrington, IL 60010 Attention: Joseph S. Messer Email: imesser@messerstrickler.com

After recording return to:

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### EASEMENT AGREEMENT FOR SERVICE AND ENTRY ROADS

THIS EASEMENT AGREEMENT FOR SERVICE AND ENTRY ROADS (hereinafter, "Agreement") is effective on this # day of local, 2023, by and between Citizens for Conservation, an Illinois not for profit corporation (hereinafter "Grantor") and HND Farm, LLC, an Illinois limited liability company (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a tract of land comprising approximately 232.56 acres. Property Index Number 20-32-400-001. located in McHenry County, Illinois, known as Hill 'N Dale Preserve (hereinafter, the "Preserve");

WHEREAS, Grantee has purchased from Grantor a Thirteen Point Four Nine (13.49) acre parcel of property adjoining the Preserve and located on Ridge Road, in McHenry County. Illinois (hereinafter, the "Farm Property"); and

WHEREAS, Grantee requires access over and across the Preserve as necessary to use (a) the fourteen (14) foot wide strip of land which includes the existing gravel access roadway that runs from County Line Road to the Farm Property parallel to and to the west of Ridge Road, the survey and legal description of which is attached hereto as Exhibit A (hereinafter, the "Service Road") for occasional use by large trucks or the delivery of heavy equipment on an as needed basis; and (b) the roadway area which enters the Preserve from Ridge Road and which runs along the southern boundary of the Farm Property, the survey and legal description of which is attached hereto, and is depicted on Exhibit B (hereinafter, the "Entry Road") as the primary entrance to the Farm Property.

NOW. THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Incorporation of Recitals. The recitals set forth above are incorporated and restated herein as material terms of this Agreement.
- 2. Grant of Access, Ingress, and Egress to Grantee. The Grantor does hereby grant to Grantee, its successors and assigns, invitees, licensees, and agents a non-exclusive right of access, ingress and egress over and upon the Service Road for occasional use by large trucks of the delivery of heavy equipment on an as needed basis. The Grantor does hereby grant to Grantee, its successors and assigns, invitees, agents, licensees, staff, and patrons a permanent, non-exclusive right of access, ingress and egress over and upon the Entry Road as the primary entrance to the Farm Property. The use of the term "non-exclusive" herein shall mean that the ingress, egress and access right granted pursuant to this Agreement shall be subject to the contemporaneous and continuing right of the Grantor, its staff, patrons, and invitees to use the Service Road and the Entry Road for ingress, egress, and such maintenance of the Preserve as Grantor may determine to be necessary and/or appropriate from time to time.
- 3. Limitations on Grant and Obligations With Respect to the Service Road. It is agreed and understood that Grantor has no responsibility to obtain or validate the existence of governmental permissions to use the Service Road or to enter and exit the Service Road at County Line Road. It is further agreed and understood that Grantor's grant of access, ingress and egress over and upon the Service Road as specified in paragraph 2 above shall automatically terminate in the event of (a) any sale, transfer, assignment, conveyance or encumbrance, whether voluntary or involuntary, of all or part of the Farm Property or any interest therein except to one or more members of the Kimberly T. Duchossois family; or (b) a change in ownership (including the hypothecation or encumbrance thereof) of a majority of the limited liability interests in the Grantee except for a change in ownership pursuant to which one or more members of the Kimberly T. Duchossois family retain a majority of the limited liability interests in the Grantee.
- 4. Maintenance and Repair of Service Road and Entry Road and Access Gates. Grantor shall be responsible for the maintenance of the Service Road in its existing state and condition. If either Grantor or Grantee requires clearance of an accumulation of ice or snow in connection with use of the Service Road, the Grantor shall perform such clearance, and the party requiring such clearance will be responsible for the cost of the ice and snow removal. Grantor shall provide Grantee with access code information and/or keys for the Service Road gates so that Grantee, its invitees, agents, licensees and staff shall have full use and access to the Service Road at all times for the purposes described herein.

Grantor shall be solely responsible for the maintenance of the Entry Road in its existing state and condition, including ice and snow removal. Grantor shall be responsible for the maintenance and repair of the Entry Road access gate and associated fencing (located to the immediate west of Ridge Road) and will provide Grantee with access code information and/or keys for the gates, so that Grantee, its invitees, agents, licensees, staff, and patrons shall have unincumbered use and access to the Entry Road. Neither Grantor nor Grantee shall make any improvements to the

Service Road, Entry Road or the Access Gates without the express written consent of the other party.

- 5. Grants as Permanent; Recording of Agreement. Except as specified in paragraph 3 above this Agreement is intended to represent permanent grants and it is intended to run with the lands of the parties hereto; accordingly, the parties shall cause a copy of this Agreement to be recorded in the McHenry County Recorder's Office.
- 6. Obligation to Provide Insurance, (A) The Grantee is required to provide Granter, as an additional insured, Commercial General Liability Insurance with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage, and also primary and excess insurance for Commercial General Liability and Automobile Liability Automobile Liability covering vehicles owned by the Grantee and non-owned vehicles used by the Grantee with policy limits of not less than One Million Dollars (\$1,000,000) per claim, along with any other statutorily required automobile coverage. Grantee shall also maintain Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.) The additional insured coverage shall be primary and noncontributory to any of the Grantor's insurance policies, and shall apply to both ongoing operations and completed operations. All deductibles and premiums associated with the above coverages shall be the responsibility of the Grantee. The certificates will show the Grantor as an additional insured on the Commercial General Liability and Automobile Liability policies. The Grantee will provide written notice to the Grantor at least thirty (30) days prior to any cancellation or nonrenewal of the policies from the date of this Agreement. (B) The Grantor shall provide Grantee, as an additional insured, coverage under Grantor's existing insurance coverages which shall include general liability insurance covering the activities of Grantor, its employees, agents and invitees on the Service Road and Entry Road. Grantor shall provide Grantee with a certificate of insurance at least once annually upon Grantee's request.
- 7. Grantor Indemnification. Grantor hereby indemnifies, defends and holds Grantee harmless from and against any and all Losses incurred by Grantee, its directors, employees, agents, members as the sole and direct result of any intentional act, negligence, omission or grossly negligent misconduct of Grantor its employees, agents or invitees in connection with the Service Road and Entry Road: further, it being agreed that no director, member, agent, or employee of Grantor shall be held personally liable for any, claim, judgment or deficiency. In ease any action or proceeding is brought against Grantee or any member, manager, agent or employee of Grantee, by reason of any of the forgoing indemnified matters set forth in this Section 7. Grantor, upon notice from Grantee, or any manager, member, agent or employee of Grantee, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Grantee.
- 8. Grantee Indemnification. Grantee hereby indemnifies, defends and holds Grantor harmless from and against any and all Losses incurred by Grantor, its directors, employees, agents, members as the sole and direct result of any intentional act, negligence, omission or grossly negligent misconduct of Grantee its employees, agents or invitees in connection with the Service Road and Entry Road arising from or in connection with (a) any injury to persons, loss of life or damage to property to the extent that such arises from the negligence or willful act or failure to act of Grantee; (b) any act, omission or negligence of Grantee; (c) any accident, injury or damage

whatsoever occurring caused by Grantee; (d) the creation or existence of any Hazardous Materials in, at, on or under the Service Road or Entry Road, to the extent brought to the Service Road or Entry Road by Grantee or caused by Grantee or any party within Grantee's control; and (e) any violation by Grantee of any Law; further, it being agreed that no director, member, agent or employee of Grantee shall be held personally liable for any, claim, judgment or deficiency. In case any action or proceeding is brought against Grantor or any member, director, manager, agent or employee of Grantor, by reason of any of the forgoing indemnified matters set forth in this Section 8. Grantee, upon notice from Grantor, or any director, manager, member, agent or employee of Grantor, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Grantor. The term "Losses" in Sections 7 and 8 of this Agreement shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the indemnity provisions therein. The term "Hazardous Materials" in this Section 8 shall mean any hazardous substance, hazardous waste, infectious waste, or toxic substance, product, substance, chemical, material or waste defined as a hazardous material or substance by any federal, state or local law or regulation. The term "Law" in this Section 8 shall mean any federal, state or local law or regulation.

9. Compliance Matters. The Grantor and Grantee recognize and agree that each of them have a valid interest in ensuring that this Agreement is properly adhered to and therefore does hereby grant the to the other the right to enforce this Agreement by any proceeding at law or in equity against either party, successor in interest, agent, employee, person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

IN WITNESS WHEREOF, the parties have executed or caused this agreement to be executed by their respective authorized agents, intending the same to be effective upon execution hereof by both parties hereto.

#### GRANTOR:

CITIZENS FOR CONSERVATION an Illinois not for profit corporation

By: Kathle Leitne

Kathleen Leitner, President

STATE OF ILLINOIS

COUNTY OF I VALL ) SS:

La notary public in and for said County in the State aforesaid. DO HEREBY CERTIFY THAT Kathleen Leitner the President of Citizens for Conservation an Illinois not for profit corporation, 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 she signed and delivered the said document on behalf of the corporation and as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and scal, this 4 day of Acen

OFFICIAL SEAL DAVID J. LYNAM

Notary Public - State & Illinois My Commission Expires 11/17/2026

NOTARY PUBLIC

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# GRANTEE: HND FARM, LLC an Illinois limited liability c

an Illinois limited liability company
By: Kimberly Duchossois by Luke K. Chamberlain, Agent under , Manager Power of Atterney.
STATE OF ILLINOIS )
COUNTY OF LOW ) SS:
I,, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT the Manager of HND Farm 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 and delivered the said document on behalf of the company and as his/her free and voluntary act, for the uses and purposes therein set forth.
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AMANDA FOSTER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 15, 2025

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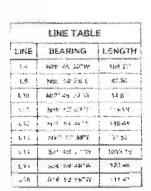
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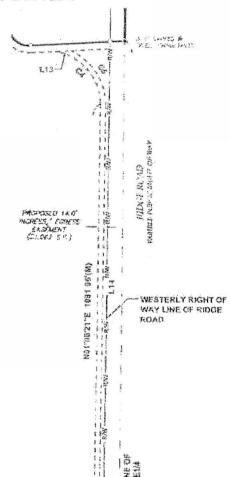
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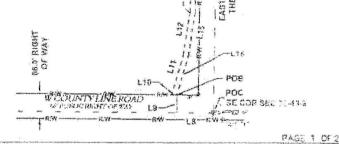
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### EASEMENT SURVEY





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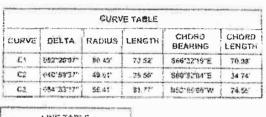
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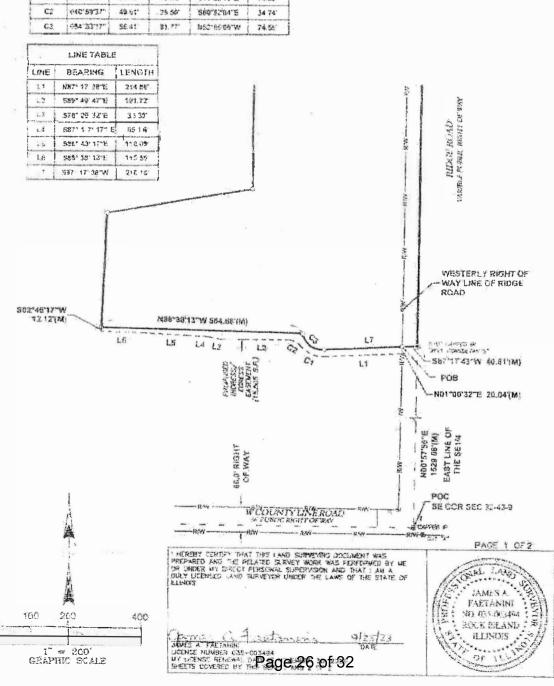
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### EASEMENT SURVEY





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XCEL CONSULTANTS: 8300 42ND STREET WEST, ROCK ISLAND, IL 61201 - 309-787-9988

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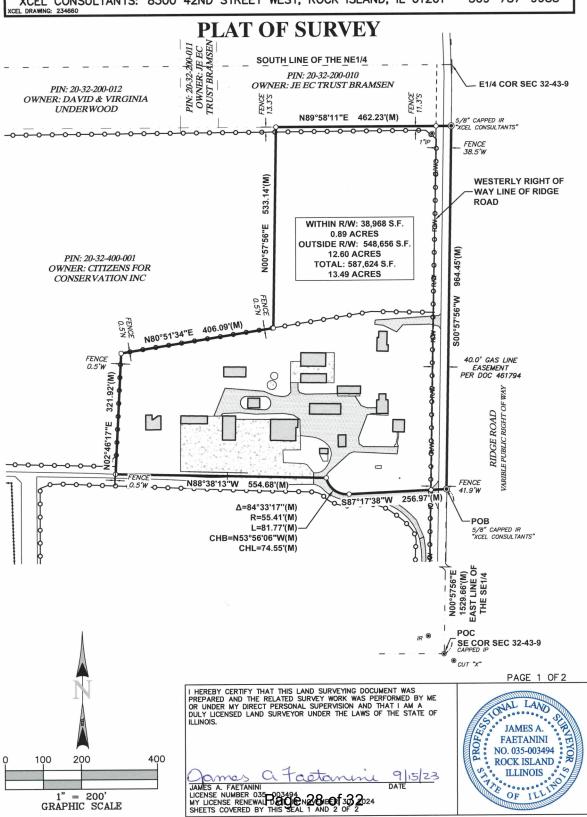
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LOCATION:

PART OF SE1/4 SEC32-T43N-R9E

REQUESTOR: PROPRIETOR: DOMINICK GREEN DOMINICK GREEN JAMES A. FAETANINI

SURVEYOR: SURVEYOR COMPANY:

XCEL CONSULTANTS, INC.

8300 42nd STREET WEST

ROCK ISLAND, IL 61201

RETURN TO:

XCEL@XCELCONSULTANTSINC.COM

(309) 787-9988

RETURN TO: XCEL CONSULTANTS: 8300 42ND STREET WEST, ROCK ISLAND, IL 61201 – 309–787–9988

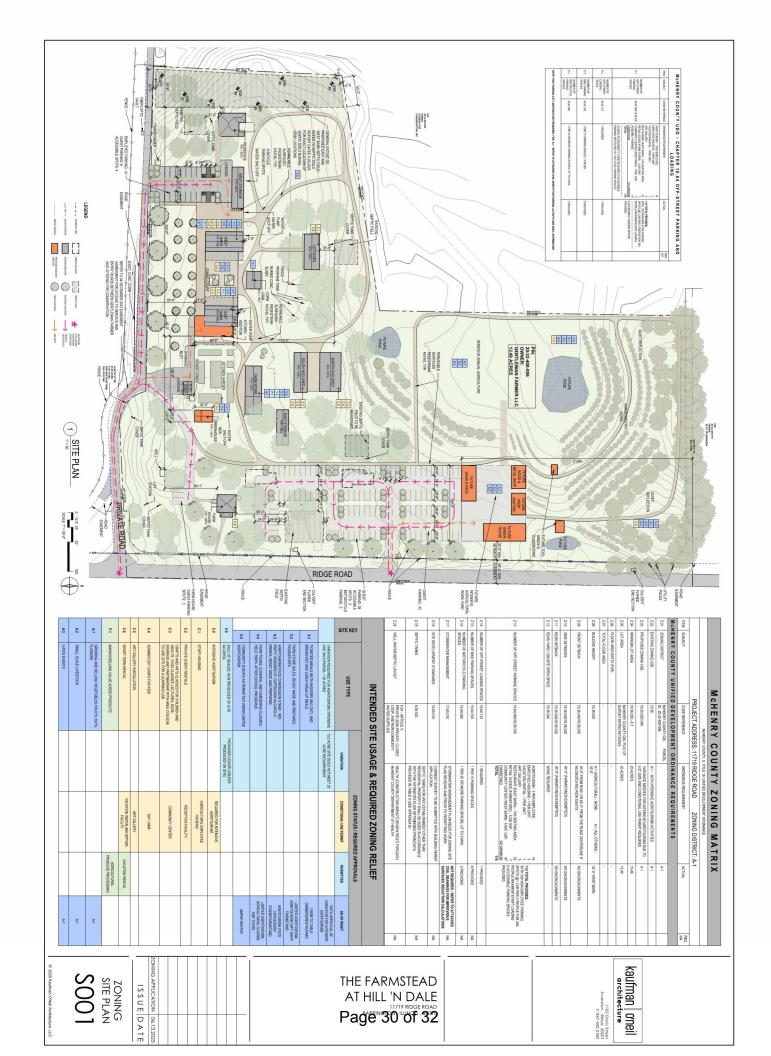
### PLAT OF SURVEY

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FOR REFERENCE AT AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE UPON THE EAST LINE OF THE SOUTHEAST QUARTER, N 00°57'56" E. A DISTANCE OF 1529.66 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" FOUND AT THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; FROM THE POINT CONSULTANTS" FOUND AT THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACE; FROM THE FOUND OF BEGINNING, THENCE S 8717'38" E, A DISTANCE OF 256.97 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" SET AT THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 81.77 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 55.41 FEET AND A CENTRAL ANGLE OF 84'33'17" (SAID CURVE HAVING A CHORD DISTANCE OF 74.55 FEET BEARING N 53'56'06" W) TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" SET AT THE END OF SAID CURVE; THENCE UPON A NON-TANGENT LINE, N 88'38'13" W, A DISTANCE OF 554.68 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" SET; THENCE N 02'46'17" E, A DISTANCE OF 321.92 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" SET; THENCE N 80'51'34" E, A DISTANCE OF 406.09 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" SET; THENCE N 00'57'56" E, A DISTANCE OF 533.14 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" SET; THENCE N 89'58'11" E, A DISTANCE OF 462.23 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" FOUND ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE UPON SAID LINE, S 00'57'56" W, A DISTANCE OF 964.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 587,624 SQUARE FEET OR 13.49 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERMISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF

9/15/23 JAMES A. FAETANINI
JAMES A. FAETANINI
LICENSE NUMBER 935-003494
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FAETANINI
NO. 035-003494
ROCK ISLAND ILLINOIS .. ILLINO OF



### McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT



1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

June 13, 2025

Kim Goldman
1 Pierce PI, Ste 400
Itasca, IL 60143
Email (kimlarimoregoldman@gmail.com)

Re: Parcel # 20-32-400-006

Common Location: 11719 Ridge Rd., Barrington, IL

NRI# L25-046-4707

Zoning Change: Conditional Use Permit and Variance for agritourism.

#### Dear Ms. Goldman:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the <a href="https://example.com/The-Gentleman Farmer LLC">The Gentleman Farmer LLC</a> property as applied for in Report #25-046-4707. Due to the amount of previously disturbed soils on the site and the nature of the request, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No floodplain or wetlands were found on the site from office maps. Our wetland inventory is for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Spring M. Duffey Executive Director

cc. McHenry County Department of Planning and Development

#### U.S. Fish and Wildlife Service

### National Wetlands Inventory

### 11719 Ridge



June 11, 2025

#### Wetlands

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Pond

Lake

Freshwater Forested/Shrub Wetland

Page 32 of 32

Riverine

Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.