

This document prepared by:

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

After recording return to:

David Lynam  
Lynam & Associates  
1250 S. Grove, Suite 200  
Barrington, IL 60010  
Email: dlynam@lynamlaw.com

#### EASEMENT AGREEMENT FOR SERVICE AND ENTRY ROADS

THIS EASEMENT AGREEMENT FOR SERVICE AND ENTRY ROADS (hereinafter, "Agreement") is effective on this 4<sup>th</sup> day of June, 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 or 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 Grantor, 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 case 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

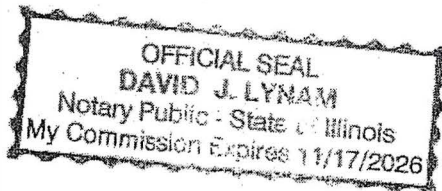
By: Kathleen Leitner  
Kathleen Leitner, President

STATE OF ILLINOIS

COUNTY OF St. Clair ) SS:  
)

I, David J. Lynam a 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 seal, this 4th day of December, 2023.



NOTARY PUBLIC



**GRANTEE:**

HND FARM, LLC  
an Illinois limited liability company

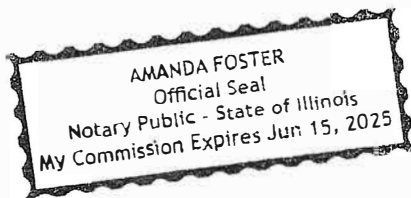
By: Kimberly Duchossais by Luke K. Chamberlain, Agent under  
\_\_\_\_\_, Manager Power of Attorney.

STATE OF ILLINOIS )

COUNTY OF Lake ) SS:  
)

I, A Foster, 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.

GIVEN under my hand and seal, this 4th day of December, 2023.



[Signature]  
NOTARY PUBLIC

# EXHIBIT "A" SURVEY AND LEGAL DESCRIPTION OF SERVICE ROAD

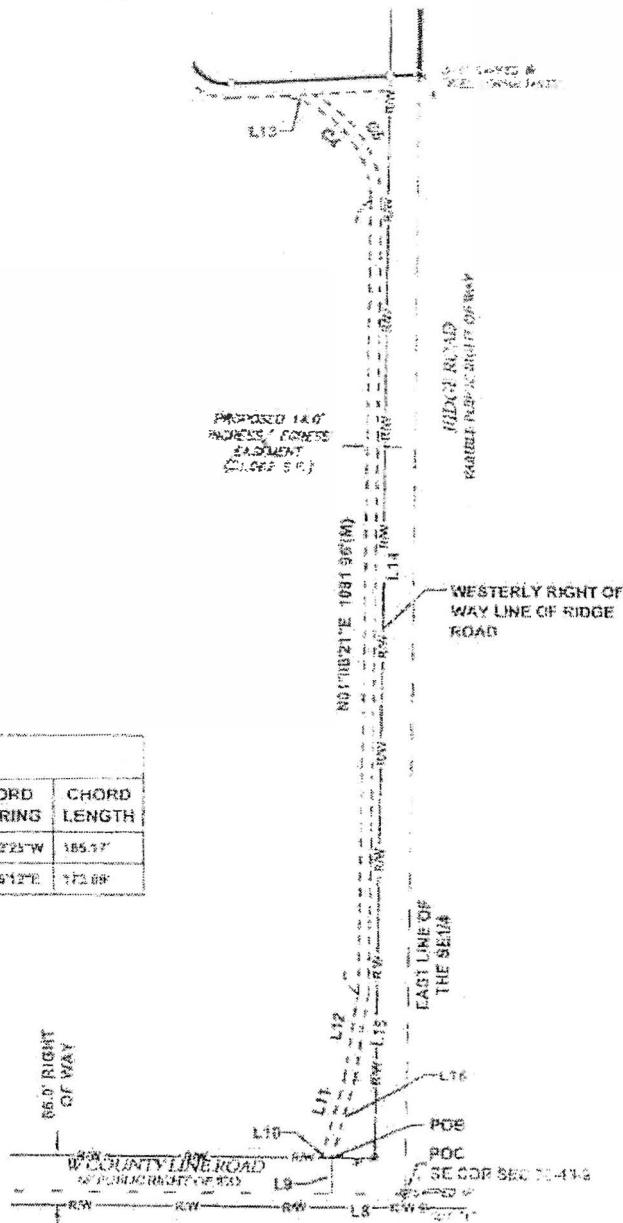
LOCATION	PART 14 (E) 1/4 SEC 22 T42N R2E
APPLICANT	DOMINICK GREEN
PROPRIETOR	CITIZENS FOR CONSERVATION INC
SURVEYOR	JAMES A. CASTANHO
SURVEYOR COMPANY	XCEL CONSULTANTS, INC
	8300 42ND STREET WEST
	ROCK ISLAND, IL 61201
RETURN TO:	XCEL@XCELCONSULTANTSINC.COM
	(309) 787-9988

RETURN TO:  
XCEL CONSULTANTS: 8300 42ND STREET WEST, ROCK ISLAND, IL 61201 — 309-787-9988  
XCEL DRAFTER: JSC/SS

## EASEMENT SURVEY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°45'22"W	100.21'
L2	N01°14'28"E	47.50'
L3	N02°45'20"E	14.5'
L4	S89°42'03"W	114.51'
L5	N13°14'24"E	515.44'
L6	N89°17'38"E	17.50'
L7	S01°08'11"W	505.12'
L8	S04°09'48"W	723.40'
L9	S76°52'58"W	111.4'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C4	37°52'31"	149.49'	199.71'	N33°02'23"W	185.17'
C5	94°52'57"	161.40'	182.19'	S32°35'12"E	172.68'



LOCATION:	PART OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHEENRY COUNTY, ILLINOIS
REQUESTOR:	DOMINICK GREEN
PROBRIETOR:	CITIZENS FOR CONSERVATION INC.
SURVEYOR:	JAMES A. FAETANINI
SURVEYOR COMPANY:	XCEL CONSULTANTS INC. 8300 42ND STREET WEST ROCK ISLAND, IL 61201 XCEL@XCELCONSULTANTSINC.COM (309) 787-9988
RETURN TO:	
RETURN TO: XCEL CONSULTANTS: 8300 42ND STREET WEST, ROCK ISLAND, IL 61201 -- 309-787-9988 XCEL DRAWING 234562	

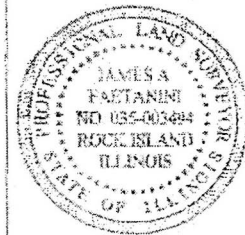
## EASEMENT SURVEY

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHEENRY 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 SOUTH LINE OF THE SOUTHEAST QUARTER, N 89°48'32" W, A DISTANCE OF 100.37 FEET; THENCE N 80°14'28" E, A DISTANCE OF 47.90 FEET TO THE NORTH LINE OF WEST COUNTY LINE ROAD, AND BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; FROM THE POINT OF BEGINNING, THENCE N 85°45'32" W, UPON THE SAID NORTH LINE OF WEST COUNTY LINE ROAD, A DISTANCE OF 14.61 FEET; THENCE N 12°32'09" E, A DISTANCE OF 114.69 FEET; THENCE N 08°59'40" E, A DISTANCE OF 118.48 FEET; THENCE N 31°08'21" E, A DISTANCE OF 1081.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY 199.71 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 149.40 FEET AND A CENTRAL ANGLE OF 76°35'31" (SAID CURVE HAVING A CHORD DISTANCE OF 185.17 FEET BEARING N 59°02'25" W); THENCE N 87°17'38" E, A DISTANCE OF 37.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 132.16 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 163.40 FEET AND A CENTRAL ANGLE OF 63°52'57" (SAID CURVE HAVING A CHORD DISTANCE OF 172.89 FEET BEARING S 32°35'12" E); THENCE S 01°08'21" W, A DISTANCE OF 1082.15 FEET; THENCE S 08°59'40" W, A DISTANCE OF 120.40 FEET; THENCE S 16°52'03" W, A DISTANCE OF 111.47 FEET TO THE POINT OF BEGINNING.

PAGE 2 OF 2

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

*James A. Faetanini* 9/25/23  
JAMES A. FAETANINI DATE  
LICENSE NUMBER 035-003494  
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024  
SHEETS COVERED BY THIS SEAL: 1 AND 2 OF 2





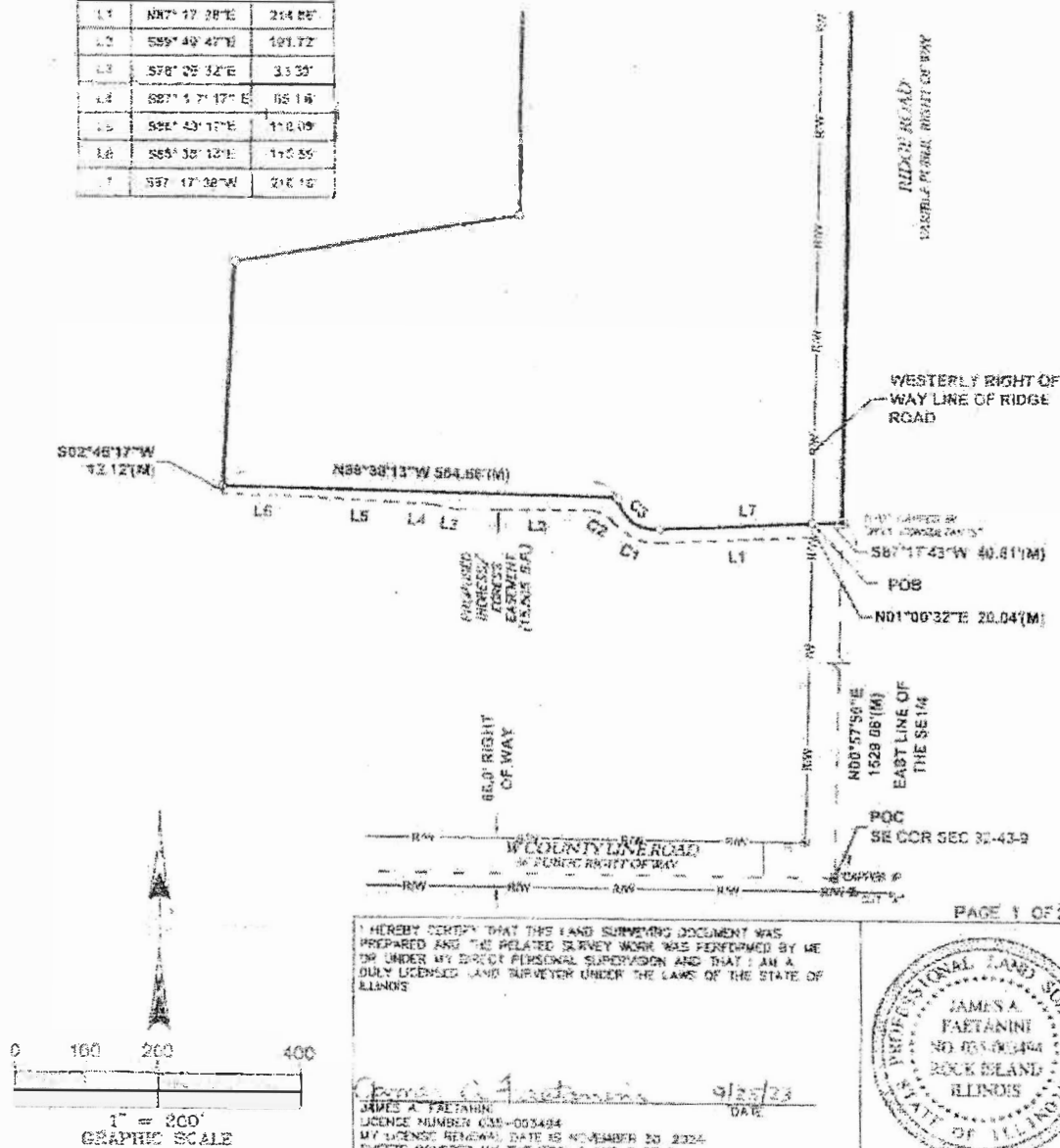
# EXHIBIT "B" SURVEY AND LEGAL DESCRIPTION OF ENTRY ROAD

LOCATION:	PART OF S1/4 SEC 32-43-9
REQUESTOR:	DOMINICK GREEN
PROPRIETOR:	CITIZENS FOR CONSERVATION INC
SURVEYOR:	JAMES A. FAETANINI
SURVEYOR COMPANY:	XCEL CONSULTANTS, INC. 8300 42ND STREET WEST ROCK ISLAND, IL 61201 XCEL@XCELCONSULTANTSINC.COM ISSN: 787-9988
RETURN TO:	
RETURN TO: XCEL CONSULTANTS: 8300 42ND STREET WEST, ROCK ISLAND, IL 61201 - 309-787-9988	

## EASEMENT SURVEY

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	052°26'37"	80.45'	70.52'	S66°32'19"E	70.38'
C2	040°59'37"	49.61'	35.50'	S60°32'04"E	34.74'
C3	034°33'17"	56.41'	81.77'	S50°00'00"W	74.56'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°17'38"E	214.85'
L2	S59°49'47"W	191.72'
L3	S78°05'32"E	33.35'
L4	S87°17'17"E	05.14'
L5	S96°43'17"E	110.09'
L6	S55°38'13"E	110.55'
L7	S97°17'38"W	214.10'



LOCATION:	PART OF SE1/4 SEC32-T43N-R9E
REQUESTOR:	DOMINICK GREEN
PREPARED BY:	CITIZENS FOR CONSERVATION INC
SURVEYOR:	JAMES A. FAETANNI
DATE:	XCEL CONSULTANTS, INC.
RETURN TO:	8300 42ND STREET WEST ROCK ISLAND, IL 61201 XCEL@XCELCONSULTANTSINC.COM (309) 787-9988

RETURN TO:  
XCEL CONSULTANTS: 8300 42ND STREET WEST, ROCK ISLAND, IL 61201 - 309-787-9988  
XCEL FORMING 224460

## EASEMENT SURVEY

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHEMRY 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 02°57'56" E, A DISTANCE OF 1529.66 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS"; THENCE S 87°17'38" E, A DISTANCE OF 40.91 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" FOUND ON THE WEST LINE OF RIDGE ROAD AND BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; FROM THE POINT OF BEGINNING, THENCE CONTINUING, S 87°17'38" E, A DISTANCE OF 216.16 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°56'05" 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 504.68 FEET TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "XCEL CONSULTANTS" SET; THENCE S 02°46'17" W, A DISTANCE OF 12.12 FEET; THENCE S 86°38'13" E, A DISTANCE OF 115.55 FEET; THENCE S 86°43'17" E, A DISTANCE OF 118.09 FEET; THENCE S 87°17'17" E, A DISTANCE OF 65.16 FEET; THENCE S 78°30'32" E, A DISTANCE OF 33.30 FEET; THENCE S 89°49'47" E, A DISTANCE OF 191.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 35.50 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 49.61 FEET AND A CENTRAL ANGLE OF 40°59'37" (SAID CURVE HAVING A CHORD DISTANCE OF 34.74 FEET BEARING S 60°52'04" E) TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 773.52 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 80.49 FEET AND A CENTRAL ANGLE OF 52°20'07" (SAID CURVE HAVING A CHORD DISTANCE OF 70.95 FEET BEARING S 66°32'19" E); THENCE N 87°17'38" E, A DISTANCE OF 214.88 FEET TO THE SAID WEST LINE OF RIDGE ROAD; THENCE N 01°00'52" E, ALONG THE SAID WEST LINE OF RIDGE ROAD, A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING.

PAGE 2 OF 2

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

*James A. Faetanni* 01/23/27  
JAMES A. FAETANNI  
LICENSE NUMBER 035-003494  
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024  
SHEETS COVERED BY THIS DEAL: 1 AND 2 OF 2

