



Joe Doud Administration Building  
545 Academy Drive  
Northbrook, IL 60062  
847-291-2960  
[nbparks.org](http://nbparks.org)

## Parks and Properties Committee Meeting

October 21, 2020

6pm or immediately following the Golf Operations Committee Meeting  
Joe Doud Administration Building, 545 Academy Drive

The Northbrook Park District Board of Commissioners will offer a hybrid option to attend the Committee Meetings on Wednesday, October 21 starting at 5:30pm. If you wish to attend electronically, provisions have been made to join via Zoom. Please contact Wendy Peterson at [wpeterson@nbparks.org](mailto:wpeterson@nbparks.org) or 847-897-6106 by 4pm, Wednesday, October 21 to request login information. For those who wish to attend in-person, Commissioners and staff will be meeting in the Joe Doud Administration Building, 545 Academy Drive. CDC guidelines will be followed, and a face covering is required. Community members wishing to respectfully share thoughts about any matter concerning the Northbrook Park District may do so during Recognition of Visitors. The Board typically does not immediately respond to public comments or engage in open dialogue, but we are of course actively listening to your comments. If follow up communication is necessary, a Northbrook Park District staff member will contact you within two business days. Thank you for your understanding of these guidelines.

### AGENDA

- I. Call to Order—Chair Randel; Members Chalem and Curin
- II. Recognition of Visitors
- III. Approval of Meeting Minutes  
10/21.36 Parks and Properties Committee Meeting of September 16, 2020
- IV. Informational Items / Verbal Updates  
A. Activity Center Change Orders and Update
- V. Unfinished Business
- VI. New Business  
10/21.37 Consider Land Use Permit Agreement with the Village of Northbrook  
10/21.38 Consider Public Facilities Construction Maintenance Agreement with the Village of Northbrook  
10/21.39 Discussion Regarding the Use of Park Land for Northbrook Days 2021
- VII. Old Business
- VIII. Next Meeting – November 18 2020, Committee-of-the-Whole at 5:30pm, Joe Doud Administration Building, 545 Academy Drive
- IX. Adjournment

Copies to: Park Board, Attorney, Directors, All Staff and Park District Facilities, Daily Herald, Village of Northbrook,  
Posted on Park District Website: [nbparks.org](http://nbparks.org)

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact Eileen Loftus, the Park District's ADA Compliance Officer, at the Park District's Administration Building by mail at 545 Academy Drive, Northbrook, Illinois 60062, by phone at (847) 291-2960, Monday through Friday 8:30am until 5:00pm, or by email to [eloftus@nbparks.org](mailto:eloftus@nbparks.org) at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter generally require at least 5 business days' advance notice. For the deaf or hearing impaired, please use the Illinois Relay Center voice only operator at (800) 526-0857.



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# MEMORANDUM

To: Parks and Properties Committee  
From: Ed Dalton, Director of Parks and Properties  
Agenda Item: 10/21.37 Consider Land Use Permit Agreement with the Village of Northbrook  
Date: October 16, 2020

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## **Staff Recommendation:**

Staff recommends the approval of the Land Use Permit Agreement at Sportsman's Country Club for the Village watermain.

## **Background and Analysis:**

As part of the renovation of the Sportsman's golf course and construction of the new clubhouse, a new watermain service is required. It was determined that a ten-inch service off the watermain along Dundee Road was required and it would need to be connected to another Village watermain that crosses the golf course south of the clubhouse. Exhibit A of the Land Use Permit is attached to show the location. This watermain would be partially constructed on land acquired through the Open Space Lands Acquisition and Development (OSLAD) program.

As part of the OSLAD Agreement, the Park District is not allowed to grant easements, a Land Use Permit Agreement can be issued instead. A Land Use Permit provides the grantor more control of the area than does an easement.

## **Motion:**

The Parks and Properties Committee Chair moves to approve a Land Use Permit Agreement to the Village of Northbrook to operate, access, test, inspect, remove or replace a watermain through a section of Open Space Lands Acquisition and Development (OSLAD) obtained property at Northbrook Park District's Sportsman's Country Club.

**Pc:** Molly Hamer, Executive Director

**LAND USE PERMIT AGREEMENT  
(SPORTSMAN'S COUNTRY CLUB – VILLAGE WATER MAIN)**

**THIS LAND USE PERMIT AGREEMENT** (the "**Agreement**") is dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), by and between the Northbrook Park District, an Illinois park district (the "**Owner**"), and the Village of Northbrook, an Illinois home rule municipal corporation (the "**Village**"), which hereinafter may be referred together as the "**Parties**" or individually as a "**Party**."

**WHEREAS**, the Owner is the owner of certain real property commonly referred to as Sportsman's Country Club, located at 3535 Dundee Road, Northbrook, Illinois, 60062, which real estate is legally described in **Exhibit A**, attached to and incorporated herein by this reference (the "**Subject Property**");

**WHEREAS**, the Village requires a land use permit to use that portion of the Subject Property, as described and depicted on **Exhibit B**, attached to and incorporated herein by this reference, in order to operate a public water main, together with related appurtenances, on the Subject Property; and

**WHEREAS**, the water main and associated appurtenances will provide potable water to the Owner's facilities on the Subject Property; and

**WHEREAS**, the Owner has determined that it is in the public's interest to grant a land use permit to the Village and to permit the Village's operation of a watermain, together with related appurtenances, on the Subject Property pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by reference as though fully set forth.
2. **GRANT OF LAND USE PERMIT.** The Owner hereby grants a land use permit ("**Permit**") to the Village for the right, permission and authority to operate, access, test, inspect, remove, or replace approximately 980 lineal feet of 8 inch ductile iron pipe (DIP) water main, together with related appurtenances including 12 feet of 6 inch DIP hydrant leads (collectively, the "**Facilities**") in, upon, under, along and across that portion of the Subject Property legally described and depicted on **Exhibit B** (the "**Land Use Permit Area**").
3. **CONSIDERATION.** The Village agrees to pay \$1.00 to the Owner as consideration for the Permit granted pursuant to this Agreement.
4. **PERMIT CONDITIONS.** The grant of the Permit given to the Village under this Agreement shall be subject to the conditions that:
  - (a) The Owner reserves the right of access to and use of the Land Use Permit Area in any manner not inconsistent with the rights granted to the Village under this Agreement, including but not limited to the right to install structures, landscaping, gardens, shrubs, driveways, sidewalks, parking lots, and ingress and egress roadways on the Land Use Permit Area that do not then or later conflict with the Facilities or the Permit rights granted hereunder;

- (b) The Village's use and occupation of the Land Use Permit Area shall not interfere in any way with the Owner's use of the Subject Property or the Land Use Permit Area for recreational purposes;
- (c) The Village shall notify the Owner prior to commencement of any Permit Activities, as defined below in Section 4.d, on the Land Use Permit Area. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such Permit Activities so as to protect the public at large and to avoid any interference with the Owner's use of the Subject Property or the Land Use Permit Area;
- (d) Upon completion of any repair and/or other activity in any way related to the operation, access, testing, inspection, removal, or replacement of the Facilities, or any other activity performed on the Subject Property by the Village or its contractors pursuant to the grant of the Permit set forth in Section 2 of this Agreement (collectively, the "Permit Activities"), the Village agrees to (i) replace and grade any and all topsoil removed by the Village to specifications acceptable to the Owner; (ii) replace any and all natural grass removed with sod of like quality; and (iii) restore the Land Use Permit Area to the condition as existed immediately preceding such Permit Activities. The Village shall similarly restore any portions of the Subject Property and any other real estate damaged or otherwise disturbed in connection with any of the Permit Activities conducted by the Village or its contractors, to the condition as existed immediately preceding such Permit Activities. All restoration shall be completed within thirty (30) days following completion of any Permit Activities, or, if due to weather conditions or other circumstances which would make any such restoration inadvisable, then within such later time period as the Owner shall determine. The Village shall be responsible for all costs associated with said restoration of the Land Use Permit Area and the Subject Property as provided herein. This provision shall be subject to such other agreements that the Parties may enter into regarding the maintenance and restoration of the Land Use Permit Area and the Village will not be required to perform restoration as a result of work conducted by the Owner on the Facilities.

In the event the Village, its employees or agents, or any contractor or subcontractor engaged to perform work on the Land Use Permit Area causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the Village shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair, unless otherwise agreed to by the Parties in writing. Said costs shall be calculated at current replacement costs as determined by the Owner for all material, labor and incidentals necessary for a complete restoration and repair;

- (e) All Permit Activities conducted by any entity within the Land Use Permit Area shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws;
- (f) The Village shall be responsible for the payment of all costs associated with any Permit Activities performed on the Land Use Permit Area by the Village pursuant to the grant of the Permit set forth in Section 2 above unless otherwise agreed to by the Parties in writing or as set forth in a separate agreement that the Parties may enter into regarding the maintenance of the Land Use Permit Area; and
- (g) In the event that during the Term of the Agreement the Owner seeks relocation of the Facilities

in order to serve a critical function of the Owner's mission, the Parties agree to jointly explore and evaluate alternatives to avoid such relocation. If a reasonable alternative cannot be agreed upon, the cost of relocation of the Facilities shall be the responsibility of the Owner.

5. **HAZARDOUS MATERIALS.** No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Subject Property (except as needed for vehicles or equipment for the Permit Activities provided that the Village and its contractors shall be liable for any damage to or contamination of Subject Property resulting from such activity or use). As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as "Hazardous substances" pursuant to Section 1251 *et. seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.* (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et. seq.* (42 U.S.C. Section 9601) or any other applicable environmental law.

6. **LIENS.** The Village shall not permit or suffer any lien to be imposed upon or to accrue against the Owner's funds, the Subject Property or the Land Use Permit Area as a result of work the Village undertakes pursuant to this Agreement. The Village shall indemnify, defend and hold harmless the Owner from and against any liens and encumbrances arising out of any labor or services performed by or at the direction of, or materials furnished to, the Village or any parties claiming by, through or under the Village. In the event that any such lien shall arise or accrue against the Owner's funds, the Subject Property or the Land Use Permit Area, the Village shall promptly cause such lien to be released of record by payment thereof or posting a bond with the Owner in a form and amount which is reasonably satisfactory to the Owner.

7. **INDEMNIFICATION.** The Village agrees to indemnify, defend and save the Owner, its agents and employees, and all other persons or entities acting at the direction of the Owner, harmless from and against any and all liabilities, claims, losses, or demands for personal injury or property damage arising out of or caused by any act or omission of the Village, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising from the Permit Activities conducted by the Village or exercise or use of any of the rights granted under this Agreement.

8. **INSURANCE.** The Village shall maintain, and shall require any of its contractors hired to perform any work on the Land Use Permit Area, to maintain liability insurance in reasonable amounts, and with reputable companies as are reasonably acceptable to the Owner and /or the risk management association of which it is a member, to protect the Owner and the Village against claims arising directly or indirectly out of or in connection with the Permit Activities conducted by the Village or use of the Land Use Permit Area or Subject Property pursuant to this Agreement. The Village shall name, or cause any contractor hired to perform any work on the Land Use Permit Area to name, the Owner, its elected and appointed officials, officers, employees and agents as an additional insured and, prior to commencing any

such activity, shall provide to the Owner a copy of a Certificate of Insurance evidencing same the same.

9. **TERM.** This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with Section 15, shall terminate at the end of ninety-nine (99) years from the Effective Date (the "Term").

10. **ADDITIONAL LAND USE PERMITS.** Subject to Illinois Department of Natural Resource's prior written approval, the Owner shall have the right to grant other land use permits over, along, across or upon the Land Use Permit Area; provided, however, that any such other land use permits shall be subject to the rights granted to the Village hereunder and shall not conflict with the Permit rights granted hereunder.

11. **RECORDING.** This Agreement shall be recorded in the Office of the Cook Village Recorder of Deeds by the Village.

12. **ASSIGNMENT OF RIGHTS.** This Agreement shall be binding on the Parties and their successors and assigns. The rights granted hereunder to the Village are non-transferable and shall not be assigned without prior written approval of the Owner.

13. **NO WAIVER OF TORT IMMUNITY.** Nothing contained in this Agreement shall constitute a waiver by the Owner or the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.

14. **EXCEPTIONS.** The Permit granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any Parties which would be revealed by a physical inspection of the Property. All rights granted the Village are expressly subject to the terms and conditions of the deed conveying title to Subject Property to the Owner.

15. **TERMINATION.** This Agreement shall, at the election of the Owner, terminate and become null and void if the Village fails to comply with the terms of this Agreement as determined by the Owner in its sole discretion. Termination of this Agreement in accordance with this Section 15 shall be made in writing and delivered to the Village in accordance with Section 19 of this Agreement. The Parties or their successors, may also mutually agree in writing to terminate this Agreement. In the event of termination in accordance with this Section 15, the Village shall vacate the Land Use Permit Area and restore the property to its original condition at its sole cost and expense, provided that it shall be solely within the Owner's discretion concerning whether the Village shall be required to remove any of the improvements made to the Land Use Permit Area.

16. **ENTIRE AGREEMENT/AMENDMENT.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. This Agreement may be modified, amended or annulled only by the written agreement of the Owner and the Village.

17. **SEVERABILITY.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

18. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

19. **NOTICES.** Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

**Notice to the Owner:**

Northbrook Park District  
Attn: Director of Parks and Properties  
545 Academy Drive  
Northbrook, IL 60062

With a copy to:

Robbins Schwartz  
Attn: Nicole Karas  
631 E. Boughton Rd., Suite 200  
Bolingbrook, IL 60440-3098

**Notice to the Village:**

Village of Northbrook  
Attn: Village Engineer  
655 Huehl Road  
Northbrook, IL 60062

With a copy to:

Elrod Friedman LLP  
Attn: Stew Weiss  
325 N. LaSalle, Ste #450  
Chicago, IL 60654

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

20. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed on the date first above written.

**NORTHBROOK PARK DISTRICT**

By: \_\_\_\_\_  
Mary Ann Chambers  
President

ATTEST:

\_\_\_\_\_  
Molly Hamer  
Secretary

**VILLAGE OF NORTHBROOK**

By: \_\_\_\_\_  
Sandra E. Frum  
President

ATTEST:

\_\_\_\_\_  
Debra J. Ford  
Village Clerk

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK         )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by Mary Ann Chambers and Molly Hamer known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that the corporation executed the above instrument, duly authorized, voluntarily and as their free act and deed as the President and Secretary of the NORTHBROOK PARK DISTRICT, an Illinois park district.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK         )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by Sandra E. Frum, Village President and Debra J. Ford, Village Clerk of the Village of Northbrook, both known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that the corporation executed the above instrument, duly authorized, voluntarily and as their free act and deed as the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

**EXHIBIT A**

**Legal Description of the Subject Property**

That part of the Northeast Quarter of Section 7, and the Northwest Quarter and the Southwest Quarter of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section 8; thence South 00 degrees, 03 minutes, 01 seconds East along the West line of said Northwest Quarter, 50.00 feet to the South Right-of-Way line of Dundee Road; thence North 89 degrees, 20 minutes, 32 seconds East along the South Right-of-Way line, 202.77 feet to the point of beginning; thence continuing North 89 degrees, 20 minutes, 32 seconds East along said South Right-of-Way line, 688.10 feet; thence South 00 degrees, 39 minutes, 28 seconds East, 15.00 feet; thence continuing along said Right-of-Way North 89 degrees, 20 minutes, 32 seconds East, 100.00 feet; thence North 00 degrees, 39 minutes, 28 seconds West, 15.00 feet; thence North 89 degrees, 20 minutes, 32 seconds East along said Right-of-Way line thereof taken by the County of Cook for widening of Dundee and Landwehr Roads in Case 70L1934, 1598.23 feet; thence South 45 degrees, 19 minutes, 05 seconds East to the West Right-of-Way line of Landwehr Road, 35.15 feet; thence South 00 degrees, 01 minutes, 30 seconds West along said West Right-of-Way line, 1500.51 feet to the North line of Sportsman's Cove Subdivision recorded October 11, 1990 as Document No. 90 499 040; thence North 89 degrees, 57 minutes, 10 seconds West along said North line, 419.30 feet (419.44 feet recorded) thence South 41 degrees, 51 minutes, 13 seconds West along the Northwest line of said Subdivision, 156.90 feet (156.94 feet recorded); thence South 00 degrees, 37 minutes, 27 seconds East along the West line of said Subdivision, 252.72 feet (252.70 feet recorded) to the North line of Ancient Tree Unit One recorded May 17, 1973 as Document No. 22328735; thence South 89 degrees, 20 minutes, 06 seconds West along said North line of said Subdivision and the North line of Ancient Tree Unit One C recorded July 30, 1975 as Document No. 23169035, 739.42 feet (739.29 feet recorded) to the West line of said Subdivision; thence South 00 degrees, 00 minutes, 00 seconds West along the West lines of the following Subdivisions: Ancient Tree Unit One C, Ancient Tree Unit One-G recorded July 23, 1976 as Document No. 23577340, Ancient Tree Unit One-K recorded October 23, 1980 as Document No. 25636365 and Ancient Tree Unit One-A recorded December 20, 1973 as Document No. 22576909, 1272.25 feet to the North Right-of-Way line of Walters Avenue; thence South 89 degrees, 19 minutes, 42 seconds West along the North 50.00 foot Right-of-Way line, 1349.31 feet to the West line of the Southwest Quarter of Section 8; thence South 89 degrees, 27 minutes, 52 seconds West along the South line of the Northeast Quarter of Section 7, 1321.65 feet (1321.34 feet recorded) to the East line of Sanwaldun Estates Subdivision recorded March 23, 1945 as Document No. 13471771; thence North 00 degrees, 00 minutes, 28 seconds West along said East line of the East line of Westview Unit Four Subdivision recorded October 24, 1967 as Document No. 20300607, 1324.89 feet (1324.58 feet recorded) to the Southwest line of Wildebrook On The Green Subdivision recorded June 22, 1979 as Document No. 25017410; thence South 57 degrees, 25 minutes, 40 seconds East, 200.91 feet; thence continuing along the South line of said Subdivision North 89 degrees, 47 minutes, 33 seconds East, 1257.72 feet; thence continuing along the Southeast line of said Subdivision North 44 degrees, 46 minutes, 35 seconds East, 110.29 feet (110.38 feet recorded); thence continuing said Southeast line North 09 degrees, 51 minutes, 43 seconds East, 123.86 feet (123.91 feet recorded); thence continuing along the East line of said Subdivision North 00 degrees, 10 minutes, 40 seconds West, 1183.90 feet (1184.00 feet recorded) to the point of beginning said parcel containing 200.7522 Acres all in Cook County, Illinois.

Commonly known as 3535 Dundee Road, Northbrook, Illinois 60062

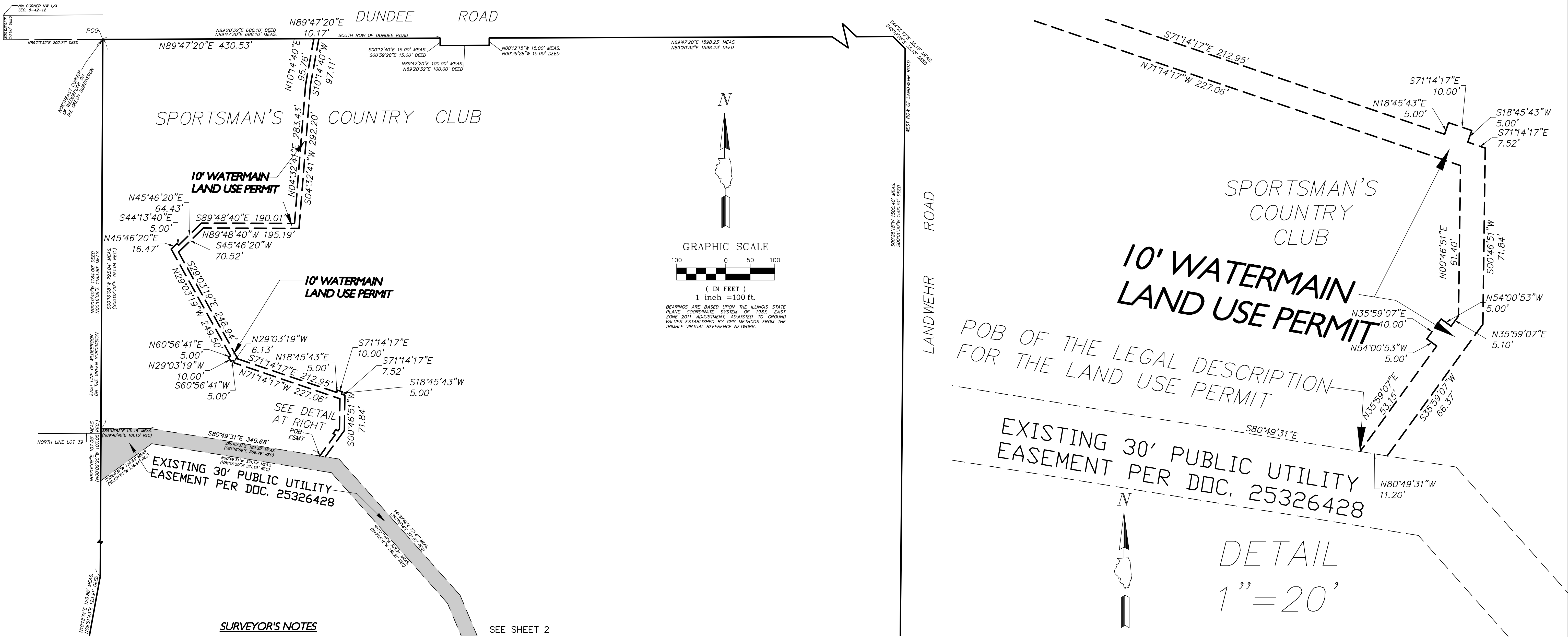
PINs: 04-08-100-041-0000  
04-08-100-044-0000  
04-08-105-015-0000

**EXHIBIT B**

**Legal Description and Depiction of Land Use Permit Area (See Attached)**

# LAND USE PERMIT

PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WILDBROOK ON THE GREEN SUBDIVISION RECORDED JUNE 22, 1979 AS DOCUMENT NO. 25017410; THENCE SOUTH 00 DEGREES, 03 MINUTES, 01 SECONDS WEST (SOUTH 00 DEGREES, 11 MINUTES, 40 SECONDS EAST RECORD) ALONG THE EAST LINE OF SAID WILDBROOK ON THE GREEN SUBDIVISION FOR 793.04 FEET TO A POINT THAT IS 10.00 FEET NORTH OF LOT 39 IN SAID WILDBROOK ON THE GREEN SUBDIVISION; THENCE ALONG THE NORTH LINE OF UTILITY EASEMENT NORTH 89 DEGREES, 43 MINUTES, 52 SECONDS EAST (NORTH 89 DEGREES, 48 MINUTES, 40 SECONDS EAST RECORD) FOR 101.15 FEET; THENCE CONTINUING ALONG THE NORTH LINE OF UTILITY EASEMENT SOUTH 80 DEGREES, 49 MINUTES, 31 SECONDS EAST (SOUTH 81 DEGREES, 16 MINUTES, 59 SECONDS EAST RECORD) FOR 349.68 FEET THE POINT OF BEGINNING; THENCE NORTH 35 DEGREES, 59 MINUTES, 07 SECONDS EAST FOR 53.15 FEET; THENCE NORTH 54 DEGREES, 00 MINUTES, 53 SECONDS WEST FOR 5.00 FEET; THENCE NORTH 35 DEGREES, 59 MINUTES, 07 SECONDS EAST FOR 10.00 FEET; THENCE SOUTH 54 DEGREES, 00 MINUTES, 53 SECONDS EAST FOR 5.00 FEET; THENCE NORTH 35 DEGREES, 59 MINUTES, 07 SECONDS EAST FOR 5.10 FEET; THENCE NORTH 00 DEGREES, 46 MINUTES, 51 SECONDS EAST FOR 61.40 FEET; THENCE NORTH 71 DEGREES, 14 MINUTES, 17 SECONDS WEST FOR 227.06 FEET; THENCE NORTH 29 DEGREES, 03 MINUTES, 19 SECONDS WEST FOR 6.13 FEET; THENCE SOUTH 60 DEGREES, 56 MINUTES, 41 SECONDS WEST FOR 5.00 FEET; THENCE NORTH 60 DEGREES, 56 MINUTES, 41 SECONDS WEST FOR 10.00 FEET; THENCE NORTH 60 DEGREES, 56 MINUTES, 41 SECONDS WEST FOR 10.00 FEET; THENCE NORTH 00 DEGREES, 46 MINUTES, 51 SECONDS EAST FOR 5.00 FEET; THENCE NORTH 29 DEGREES, 03 MINUTES, 19 SECONDS WEST FOR 249.50 FEET; THENCE NORTH 45 DEGREES, 46 MINUTES, 20 SECONDS EAST FOR 64.43 FEET; THENCE SOUTH 89 DEGREES, 48 MINUTES, 40 SECONDS EAST FOR 190.01 FEET; THENCE NORTH 04 DEGREES, 32 MINUTES, 41 SECONDS EAST FOR 283.43 FEET; THENCE NORTH 10 DEGREES, 14 MINUTES, 40 SECONDS EAST FOR 95.76 FEET TO THE SOUTH RIGHT-OF-WAY LINE TAKEN BY THE COUNTY OF COOK FOR WIDENING OF DUNDEE AND LANDWEHR ROADS IN CASE 70L1934; THENCE NORTH 89 DEGREES, 47 MINUTES, 20 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE THEREOF TAKEN BY THE COUNTY OF COOK FOR WIDENING OF DUNDEE AND LANDWEHR ROADS IN CASE 70L1934, 10.17 FEET; THENCE SOUTH 10 DEGREES, 14 MINUTES, 40 SECONDS WEST FOR 97.11 FEET; THENCE SOUTH 04 DEGREES, 32 MINUTES, 41 SECONDS WEST FOR 292.20 FEET; THENCE SOUTH 45 DEGREES, 46 MINUTES, 20 SECONDS WEST FOR 70.52 FEET; THENCE SOUTH 29 DEGREES, 03 MINUTES, 19 SECONDS EAST FOR 248.94 FEET; THENCE SOUTH 71 DEGREES, 14 MINUTES, 17 SECONDS EAST FOR 212.95 FEET; THENCE NORTH 18 DEGREES, 45 MINUTES, 43 SECONDS EAST FOR 5.00 FEET; THENCE SOUTH 71 DEGREES, 14 MINUTES, 17 SECONDS EAST FOR 10.00 FEET; THENCE SOUTH 18 DEGREES, 45 MINUTES, 43 SECONDS WEST FOR 5.00 FEET; THENCE SOUTH 71 DEGREES, 14 MINUTES, 17 SECONDS EAST FOR 7.52 FEET; THENCE SOUTH 00 DEGREES, 46 MINUTES, 51 SECONDS WEST FOR 71.84 FEET; THENCE SOUTH 35 DEGREES, 59 MINUTES, 07 SECONDS WEST FOR 66.37 FEET TO THE NORTH LINE OF SAID UTILITY EASEMENT; THENCE NORTH 80 DEGREES, 49 MINUTES, 31 SECONDS WEST FOR 11.20 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



**LEGEND**

- CENTER LINE
- RIGHT OF WAY LINE
- LOT LINE
- WATERMAIN PERMIT LINE
- BOUNDARY LINE

**ABBREVIATIONS**

N NORTH  
S SOUTH  
E EAST  
W WEST

100.00 N00°00'00"E MEASURED DATUM  
(100.00 N00°00'00"E) RECORD DATUM

**SURVEYOR'S NOTES**

1. COMPARE ALL POINTS BEFORE CONSTRUCTION AND REPORT ANY APPARENT DIFFERENCES AT ONCE.
2. DO NOT SCALE DIMENSIONS FROM THIS PLAT.
3. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN US SURVEY FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
4. THE OWNER SHOULD COMPARE DESCRIPTIONS ON THIS PLAT WITH HIS, OR HER DEED, ABSTRACT, OR TITLE POLICY AND NOTIFY SURVEYOR OF ANY DIFFERENCES.
5. THE LEGAL DESCRIPTION FOR THE SPORTSMAN'S COUNTRY CLUB SHOWN HEREON WAS TAKEN FROM A PLAT OF SURVEY PREPARED BY DANIEL CREANEY COMPANY JOB. NO. 4883 DATED JUNE 15, 2004 PROVIDED BY CLIENT. DIMENSIONS SHOWN AS DEED ARE PER SAID LEGAL DESCRIPTION. A CURRENT TITLE COMMITMENT WAS NOT PROVIDED FOR SURVEYOR'S USE AT THE TIME OF PREPARATION OF THIS SURVEY.
6. CALL J.U.L.I.E. AT 811 FOR FIELD LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.
7. A FULL TOPOGRAPHIC SURVEY WAS COMPLETED BY GEWALT HAMILTON ASSOCIATES, INC FOR ENGINEERING PURPOSES. A PLAT WAS NOT PREPARED. REFER TO ENGINEERING PLANS FOR FULL DETAIL.
8. SEE DOCUMENT 25326428 FOR UTILITY EASEMENT PROVISIONS

**WATERMAIN PROVISIONS**

LAND USE PERMIT, DESIGNATED FOR WATERMAIN, IS HEREBY DEDICATED TO THE VILLAGE OF NORTHBROOK, THEIR SUCCESSORS AND ASSIGNS, IN THE PLATTED LAND USE PERMIT AREA SHOWN ON THIS PLAT. SAID LAND USE PERMIT IS GRANTED TO THE VILLAGE FOR THE RIGHT, PERMISSION AND AUTHORITY TO OPERATE, ACCESS, TEST, INSPECT, REMOVE, OR REPLACE THE WATERMAIN AND RELATED APPURTENANCES, IN, UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED AREA. ALL WATERMAIN IMPROVEMENTS AND RELATED APPURTENANCES SHALL BE LOCATED BELOW GROUND WITHIN THE DESIGNATED LAND USE PERMIT.

IT SHALL INCLUDE THE RIGHT TO ENTER THE PROPERTY DESCRIBED HEREON FOR ALL SUCH PURPOSES, AND THE RIGHT TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS, STRUCTURES OR DEVICES WITHIN THE DESIGNATED LAND USE PERMIT AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHT HEREIN GIVEN. THE NORTHBROOK PARK DISTRICT RESERVES THE RIGHT TO USE THE LAND USE PERMIT AREA IN ANY MANNER NOT INCONSISTENT WITH THE LAND USE PERMIT RIGHTS GRANTED TO THE VILLAGE HEREUNDER, INCLUDING BUT NOT LIMITED TO THE RIGHT TO INSTALL STRUCTURES, LANDSCAPING, GARDENS, SHRUBS, DRIVEWAYS, SIDEWALKS, PARKING LOTS, AND INGRESS AND EGRESS ROADWAYS ON THE LAND USE PERMIT AREA THAT DO NOT THEN OR LATER CONFLICT WITH THE WATERMAIN IMPROVEMENTS AND RELATED APPURTENANCES.

UPON THE VILLAGE'S COMPLETION OF ANY REPAIR OR OTHER ACTIVITY RELATED TO THE OPERATION, ACCESS, TESTING, INSPECTION, REPAIR, REMOVAL, OR REPLACEMENT OF THE WATERMAIN IMPROVEMENTS AND RELATED APPURTENANCES, OR ANY OTHER ACTIVITY PERFORMED ON THE LAND USE PERMIT AREA BY THE VILLAGE, THE VILLAGE SHALL RESTORE THE LAND USE PERMIT AREA AND ANY OTHER ADJACENT PROPERTY OWNED BY THE NORTHBROOK PARK DISTRICT DAMAGED OR OTHERWISE DISTURBED IN CONNECTION WITH LAND USE PERMIT RIGHTS GRANTED HEREUNDER THE SAME CONDITION WHICH EXISTED IMMEDIATELY PRIOR TO THE COMMENCEMENT OF SUCH ACTIVITY AND OTHERWISE IN ACCORDANCE WITH THE LAND USE PERMIT AGREEMENT. ALL RESTORATION SHALL BE COMPLETED WITHIN THIRTY (30) DAYS AFTER COMPLETION OF THE ACTIVITY, OR, IF DUE TO WEATHER CONDITIONS OR OTHER CIRCUMSTANCES WHICH WOULD MAKE ANY SUCH RESTORATION INADVISABLE, THEN WITHIN SUCH LATER TIME PERIOD AS THE DISTRICT SHALL DETERMINE. THE DISTRICT SHALL DETERMINE IN ITS SOLE AND REASONABLE DISCRETION WHEN RESTORATION OF THE LAND USE PERMIT AREA AND ANY ADJACENT PROPERTY OWNED BY THE PARK DISTRICT IS COMPLETE.

STATE OF ILLINOIS ) SS.  
COUNTY OF LAKE )

WE GEWALT HAMILTON ASSOCIATES, INC. DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS PLAT FOR A LAND USE PERMIT. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 27TH DAY OF JULY 2020 AD.

GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000922

*Edward A. Hedge*  
EDWARD A. HEDGE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3026  
MY LICENSE EXPIRES NOVEMBER 30, 2020



**SPORTSMAN'S COUNTRY CLUB IMPROVEMENTS**  
NORTHBROOK PARK DISTRICT  
NORTHBROOK, ILLINOIS

NO.	BY	DATE	REVISION
1	EAH	10-06-20	PROVISIONS REVISED

FILE: 5404.304-ESMT.dwg	SHEET NUMBER: 1
DRAWN BY: EAH	GHA PROJECT #: 5404.304
DATE: 3-20-20	
CHECKED BY: JFP	SCALE: 1"=100'
DATE: 3-24-20	OF 2 SHEETS

**GEWALT HAMILTON ASSOCIATES, INC.**  
625 Forest Edge Drive ■ Vernon Hills, IL. 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

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Joe Doud Administration Building  
545 Academy Drive  
Northbrook, IL 60062  
847-291-2960  
[nbparks.org](http://nbparks.org)

# MEMORANDUM

To: Parks and Properties Committee  
From: Ed Dalton, Director of Parks and Properties  
Agenda Item: 10/21.38 Consider Public Facilities Construction Maintenance Agreement with the Village of Northbrook  
Date: October 16, 2020

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**Staff Recommendation:**

Staff recommends the approval of the Public Facilities Construction Maintenance Agreement with the Village of Northbrook.

**Background and Analysis:**

As part of the renovation of Sportsman's Country Club golf course renovation and clubhouse construction, a new watermain service is required. This watermain will only serve the Sportsman's Country Club property thus, is considered a private service and would need to be constructed and maintained by the Northbrook Park District. This is common practice and was implemented with the construction of the Techny Prairie Activity Center and watermain replacement project for the Meadowhill Aquatic Center.

This Agreement puts in writing that the Park District will construct the new watermain at its sole cost and expense according to approved Village Engineering Standards and Specifications. After completion of construction, the Park District will transfer ownership of the facilities (watermain and its related appurtenances) to the Village. The Park District will maintain these facilities in good working condition during the term of this Agreement.

**Motion:**

The Parks and Properties Committee Chair moves to approve the Public Facilities Construction Maintenance Agreement with the Village of Northbrook at Northbrook Park District's Sportsman's Country Club.

**Pc:** Molly Hamer, Executive Director

**PUBLIC FACILITIES CONSTRUCTION MAINTENANCE AGREEMENT**  
**(SPORTSMAN’S COUNTRY CLUB – VILLAGE WATER MAIN)**

**THIS PUBLIC FACILITIES CONSTRUCTION AND MAINTENANCE AGREEMENT** (the “**Agreement**”) is dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between the Northbrook Park District, an Illinois park district (the “**Owner**”), and the Village of Northbrook, an Illinois home rule municipal corporation (the “**Village**”), which hereinafter may be referred together as the “**Parties**” or individually as a “**Party**.”

**WHEREAS**, the Owner is the owner of certain real property commonly referred to as Sportsman’s Country Club, located at 3535 Dundee Road, Northbrook, Illinois, 60062, which real estate is legally described in **Exhibit A**, attached to and incorporated herein by this reference (the “**Subject Property**”);

**WHEREAS**, the Owner constructed approximately 980 lineal feet of 8-inch ductile iron pipe (DIP) water main, together with related appurtenances including 12 feet of 6-inch DIP hydrant leads (collectively, the “**Facilities**”), on the Subject Property on the locations described and depicted on **Exhibit B**; and

**WHEREAS**, the Village intends to take ownership of the Facilities and operate them pursuant that certain Land Use Permit Agreement between the Parties, dated as of \_\_\_\_\_; and

**WHEREAS**, the Facilities will provide potable water to the Owner’s facilities on the Subject Property; and

**WHEREAS**, while the Land Use Permit Agreement provides certain rights to use portions of the Subject Property for the operation of the Facilities, the Village and the Owner have agreed to memorialize the construction and maintenance obligations for the Facilities in a separate agreement; and

**WHEREAS**, the Parties have determined that it is in the best interest of the Owner and the Village to allocate the responsibility for constructing and maintaining the Facilities as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by reference as though fully set forth.
2. **CONSTRUCTION OF FACILITIES.** The District will, at its sole cost and expense, construct the Facilities in accordance with plans and permits reviewed and approved by the Parties and in full compliance with the Village’s Engineering Standards and Specifications.
3. **TRANSFER OF OWNERSHIP.** After the completion of construction by the Facilities and their approval by the Village, the District will transfer ownership of the Facilities to the Village and the Facilities shall be considered a part of the Village’s potable water transmission system.
4. **MAINTENANCE OF THE FACILITIES.** The Owner covenants to, at its sole cost and expense, Maintain the Facilities in good condition and conduct all necessary repairs and regular maintenance in order for the Facilities to remain in good working condition during the Term of this Agreement. This agreement to maintain expressly includes all portions of the Facilities,

extending south from the connection point at the existing 12" watermain under Dundee Road to the connection point at the existing 12" watermain that extends through the Northbrook Park District property generally running from Bermuda Dunes Place to The Court of Harborside. The Owner's obligation to maintain the Facilities in accordance with this Agreement shall run and transfer with title to the Subject Property and shall bind all respective successors during the period in which they hold title or maintain operational control of the Subject Property, unless otherwise agreed to by the Parties. In the event the Village determines, in its sole and absolute discretion, that the Owner has failed to properly maintain the Facilities at any time in accordance with this Agreement, the Village, after five (5) days prior written notice to the Owner, may, but shall not be obligated to, enter upon any or all of the Land Use Permit Area, as defined and depicted in Exhibit B, as well as all portions of the Subject Property necessary to provide access to the Land Use Permit Area, for the purpose of performing maintenance, repair, or replacement work on and to the Facilities. In the event that the Village shall cause to be performed any work pursuant to this Section 4: a) the Village shall have the right to charge the Owner an amount sufficient to defray the entire cost of such work or action; and b) in no event shall the Village perform restoration of landscaping or hardscape areas.

5. **LIENS.** The Owner shall not permit or suffer any lien to be imposed upon or to accrue against the Facilities as a result of or in connection with the performance of the Owner's maintenance duties set forth in Section 4 above. The Owner shall indemnify, defend and hold harmless the Village from and against any liens and encumbrances arising out of any labor or services performed by or at the direction of, or materials furnished to, the Owner or any parties claiming by, through or under the Owner. In the event that any such lien shall arise or accrue against the Facilities, the Owner shall promptly cause such lien to be released of record by payment thereof or posting a bond with the Village in a form and amount which is reasonably satisfactory to the Village.
6. **TERM; RENEWALS.** This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with Section 10, shall terminate at the end of ninety-nine (99) years from the Effective Date (the "**Term**"); provided, however, that such Term shall automatically be extended to run concurrently with the Land Use Agreement, if the same is renewed and extended pursuant to the consent of the Parties.
7. **RECORDING.** This Agreement shall be recorded in the Office of the Cook Village Recorder of Deeds by the Village.
8. **ASSIGNMENT OF RIGHTS.** This Agreement shall be binding on the Parties and their successors and assigns. The rights granted hereunder to the Village are non-transferable and shall not be assigned without prior written approval of the Owner.
9. **NO WAIVER OF TORT IMMUNITY.** Nothing contained in this Agreement shall constitute a waiver by the Owner or the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.
10. **TERMINATION.** This Agreement shall, at the election the Village, terminate and become null and void if the Owner fails to comply with the terms of this Agreement as determined by the Village in its sole discretion. Termination of this Agreement in accordance with this Section 10 shall be made in writing and delivered to the Owner in accordance with Section 14 of this Agreement. The Parties or their successors, may also mutually agree in writing to terminate this Agreement.

11. **ENTIRE AGREEMENT/AMENDMENT.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. This Agreement may be modified, amended or annulled only by the written agreement of the Owner and the Village. The Parties agree to amend this Agreement to the extent necessary in the event new or modified conditions of the Land Use Permit Agreement are required.
12. **SEVERABILITY.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.
13. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.
14. **NOTICES.** Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

**Notice to the Owner:**

Northbrook Park District  
Attn: Director of Parks and Properties  
545 Academy Drive  
Northbrook, IL 60062

**With a copy to:**

Robbins Schwartz  
Attn: Nicole Karas  
631 E. Boughton Rd., Suite 200  
Bolingbrook, IL 60440-3098

**Notice to the Village:**

Village of Northbrook  
Attn: Village Engineer  
655 Huehl Road  
Northbrook, IL 60062

**With a copy to:**

Elrod Friedman LLP  
Attn: Stew Weiss  
325 N. LaSalle, Ste #450  
Chicago, IL 60654

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

15. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed on the date first above written.

**NORTHBROOK PARK DISTRICT**

By: \_\_\_\_\_  
Mary Ann Chambers  
President

ATTEST:

\_\_\_\_\_  
Molly Hamer  
Secretary

**VILLAGE OF NORTHBROOK**

By: \_\_\_\_\_  
Sandra E. Frum  
President

ATTEST:

\_\_\_\_\_  
Debra J. Ford  
Village Clerk

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK         )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by Mary Ann Chambers and Molly Hamer known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that the corporation executed the above instrument, duly authorized, voluntarily and as their free act and deed as the President and Secretary of the NORTHBROOK PARK DISTRICT, an Illinois park district.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK         )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by Sandra E. Frum, Village President and Debra J. Ford, Village Clerk of the Village of Northbrook, both known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that the corporation executed the above instrument, duly authorized, voluntarily and as their free act and deed as the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

**EXHIBIT A**

**Legal Description of the Subject Property**

That part of the Northeast Quarter of Section 7, and the Northwest Quarter and the Southwest Quarter of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section 8; thence South 00 degrees, 03 minutes, 01 seconds East along the West line of said Northwest Quarter, 50.00 feet to the South Right-of-Way line of Dundee Road; thence North 89 degrees, 20 minutes, 32 seconds East along the South Right-of-Way line, 202.77 feet to the point of beginning; thence continuing North 89 degrees, 20 minutes, 32 seconds East along said South Right-of-Way line, 688.10 feet; thence South 00 degrees, 39 minutes, 28 seconds East, 15.00 feet; thence continuing along said Right-of-Way North 89 degrees, 20 minutes, 32 seconds East, 100.00 feet; thence North 00 degrees, 39 minutes, 28 seconds West, 15.00 feet; thence North 89 degrees, 20 minutes, 32 seconds East along said Right-of-Way line thereof taken by the County of Cook for widening of Dundee and Landwehr Roads in Case 70L1934, 1598.23 feet; thence South 45 degrees, 19 minutes, 05 seconds East to the West Right-of-Way line of Landwehr Road, 35.15 feet; thence South 00 degrees, 01 minutes, 30 seconds West along said West Right-of-Way line, 1500.51 feet to the North line of Sportsman's Cove Subdivision recorded October 11, 1990 as Document No. 90 499 040; thence North 89 degrees, 57 minutes, 10 seconds West along said North line, 419.30 feet (419.44 feet recorded) thence South 41 degrees, 51 minutes, 13 seconds West along the Northwest line of said Subdivision, 156.90 feet (156.94 feet recorded); thence South 00 degrees, 37 minutes, 27 seconds East along the West line of said Subdivision, 252.72 feet (252.70 feet recorded) to the North line of Ancient Tree Unit One recorded May 17, 1973 as Document No. 22328735; thence South 89 degrees, 20 minutes, 06 seconds West along said North line of said Subdivision and the North line of Ancient Tree Unit One C recorded July 30, 1975 as Document No. 23169035, 739.42 feet (739.29 feet recorded) to the West line of said Subdivision; thence South 00 degrees, 00 minutes, 00 seconds West along the West lines of the following Subdivisions: Ancient Tree Unit One C, Ancient Tree Unit One-G recorded July 23, 1976 as Document No. 23577340, Ancient Tree Unit One-K recorded October 23, 1980 as Document No. 25636365 and Ancient Tree Unit One-A recorded December 20, 1973 as Document No. 22576909, 1272.25 feet to the North Right-of-Way line of Walters Avenue; thence South 89 degrees, 19 minutes, 42 seconds West along the North 50.00 foot Right-of-Way line, 1349.31 feet to the West line of the Southwest Quarter of Section 8; thence South 89 degrees, 27 minutes, 52 seconds West along the South line of the Northeast Quarter of Section 7, 1321.65 feet (1321.34 feet recorded) to the East line of Sanwaldun Estates Subdivision recorded March 23, 1945 as Document No. 13471771; thence North 00 degrees, 00 minutes, 28 seconds West along said East line of the East line of Westview Unit Four Subdivision recorded October 24, 1967 as Document No. 20300607, 1324.89 feet (1324.58 feet recorded) to the Southwest line of Wildebrook On The Green Subdivision recorded June 22, 1979 as Document No. 25017410; thence South 57 degrees, 25 minutes, 40 seconds East, 200.91 feet; thence continuing along the South line of said Subdivision North 89 degrees, 47 minutes, 33 seconds East, 1257.72 feet; thence continuing along the Southeast line of said Subdivision North 44 degrees, 46 minutes, 35 seconds East, 110.29 feet (110.38 feet recorded); thence continuing said Southeast line North 09 degrees, 51 minutes, 43 seconds East, 123.86 feet (123.91 feet recorded); thence continuing along the East line of said Subdivision North 00 degrees, 10 minutes, 40 seconds West, 1183.90 feet (1184.00 feet recorded) to the point of beginning said parcel containing 200.7522 Acres all in Cook County, Illinois.

Commonly known as 3535 Dundee Road, Northbrook, Illinois 60062

PINs: 04-08-100-041-0000  
04-08-100-044-0000  
04-08-105-015-0000

**EXHIBIT B**

**Legal Description and Depiction of Land Use Permit Area (See Attached)**



Joe Doud Administration Building  
545 Academy Drive  
Northbrook, IL 60062  
847-291-2960  
[nbparks.org](http://nbparks.org)

# MEMORANDUM

To: Parks and Properties Committee  
From: Ed Dalton, Director of Parks and Properties  
Agenda Item: 10/21.39 Discussion Regarding the Use of Park Land for Northbrook Days 2021  
Date: October 16, 2020

In mid-September, the Park District received an email from the Northbrook Civic Foundation inquiring about the availability of Village Green Park or any of our other Parks to be the host site of the 2021 Northbrook Days Festival. See attached Exhibit A. In the email, Civic outlined two requests for any site; those requests are:

1. All carnival rides would need to be in the park/parking lot of the space.
2. Agreed upon use of space that is not dependent upon weather.

Staff has reviewed our five community parks for available hard surface (parking lot area), utilities (electric and water), restrooms and impact on programming.

Park	Parking Sq. Ft.	Electric	Water	Restrooms	Programs Impacted
Meadowhill Park	66,900	X	N/A	N/A	Pool, Velodrome, Baseball, Soccer, Summer Camp
Techny Prairie Park and Fields	112,382	X	N/A	X	Turf Field programs, Baseball, Golf, Softball, Soccer
Village Green Park	27,700	X	X	X	Senior Center
West Park	145,203	N/A	N/A	N/A	Pool, Ice Rinks, Baseball, Softball, Soccer, Tennis, Volleyball, Summer Camp
Wood Oaks Green Park	47,500	X	X	X	Tennis, Baseball, Softball, Soccer

Staff continues to work from the premise that all the carnival rides need to be placed on a hard surface (asphalt).

The 2020 proposed site layout for the 17 carnival rides would require approximately 86,200 square feet or 1.9 acres, leaving West Park and Techny Prairie Park and Fields (TPPF) as the only two sites that meet that requirement when combining all parking lots on site at these parks.

# NORTHBROOK PARK DISTRICT

With enough time and capital investment into the infrastructure both of those sites could be made compatible with the addition of water line connections and/or electrical supply into the Parks. The greater concern is the impact on programming at these locations.

TPPF is the site of most of the adult softball leagues, contains most of the District's lighted athletic fields and is home to our synthetic fields used for soccer, lacrosse and field hockey. In addition, the fields are used by youth baseball, softball and soccer.

West Park is also a highly used athletic site for youth baseball, softball and soccer and is a summer camp site. West Park and the Sports Center share the parking lots.

In summary, after this additional review of the community parks, staff continues with the recommendation that we cannot provide a suitable site for a festival that contains carnival rides. In addition, as stewards of the Parks, the District must maintain the ability to cancel any event due to unsuitable ground conditions. The resources saved (\$30,000 plus in time and material) can be re-allocated to other park maintenance tasks such as addressing drainage projects, tree planting and prairie establishment at Techny Prairie Activity Center.

**Pc:** Molly Hamer, Executive Director

## Ed Dalton

---

**From:** Ellen Westel <ellen@dekwest.com>  
**Sent:** Tuesday, September 15, 2020 7:36 PM  
**To:** Ed Dalton  
**Cc:** Molly Hamer; Matt Settler (settlerm1022@gmail.com)  
**Subject:** Northbrook Days Festival

September 15, 2020

Dear Ed,

Hope you are well! As we start to plan for Northbrook Days 2021, we would like to inquire about the availability of Northbrook Park District space for the festival. We would love to continue our relationship, but there are two specific needs we have:

- 1) All carnival rides would need to be in the park/parking lot of the space.
- 2) Agreed upon use of space that is not dependent upon weather.

Would there be Northbrook Park District space available – the Village Green, the park near the velodrome/NBJH, Meadowhill, etc?

We'd love to hear from you within the next two weeks so we are able to move forward with planning.

Thanks so much,

Ellen Westel, President, Northbrook Civic Foundation  
Matt Settler, Chairperson, Northbrook Days