

# Unify Elder and Centennial Beaches and Parks

Proposal to complete Donation, Land Swap,  
and Permit Acquisition

July 15, 2022



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# Letter from Orchard 2020

Dear Winnetka Park District Board Commissioners,

It was a pleasure to meet many of you and to discuss this project at the last Winnetka Park District (WPD) meeting on June 16. My family and I are very excited to join the Winnetka community soon and be part of one of the best neighborhoods in America. We want you to know that we care about the Winnetka community and respect its history and culture. We have been listening to and truly appreciate the community's feedback and sentiment. We know we are lucky to be joining a community that cares so much about its natural resources and history/tradition.

As I stated on June 16, it is now clear to us that the Winnetka community is not in favor of the originally proposed louvers. As a result, we have shifted our proposal over time to be in favor of the community's sentiment by removing all louvers/fences and still allowing the WPD to build approximately half of the proposed breakwater on our private property resulting in an extra 30 feet (north/south) and 9000 square feet of public beach. Importantly this key concession allows for a best in class, ADA compliant beach front with truly unique access for all of Winnetka's citizens.

We recognize 100% of the community is not in favor of this plan and the progress it represents. We have truly heard the concerns and have tried to respect traditions and create a positive outcome for the whole community. The net benefit of a new, accessible, world-class park for kids, seniors, physically challenged people and families, with erosion-prevention measures for the environment and an expansion of approximately 20,000 incremental square feet of safe and useable public beach front is truly a unique opportunity.

This package is intended to provide clarity and certainty on the only remaining open items related to the proposed project. Once the (1) design plan ("Site Plan with no Louvers") and (2) Reciprocal Easement Agreement are agreed on and (3) government permits are received, Orchard would expect to close all transactions as soon as possible.

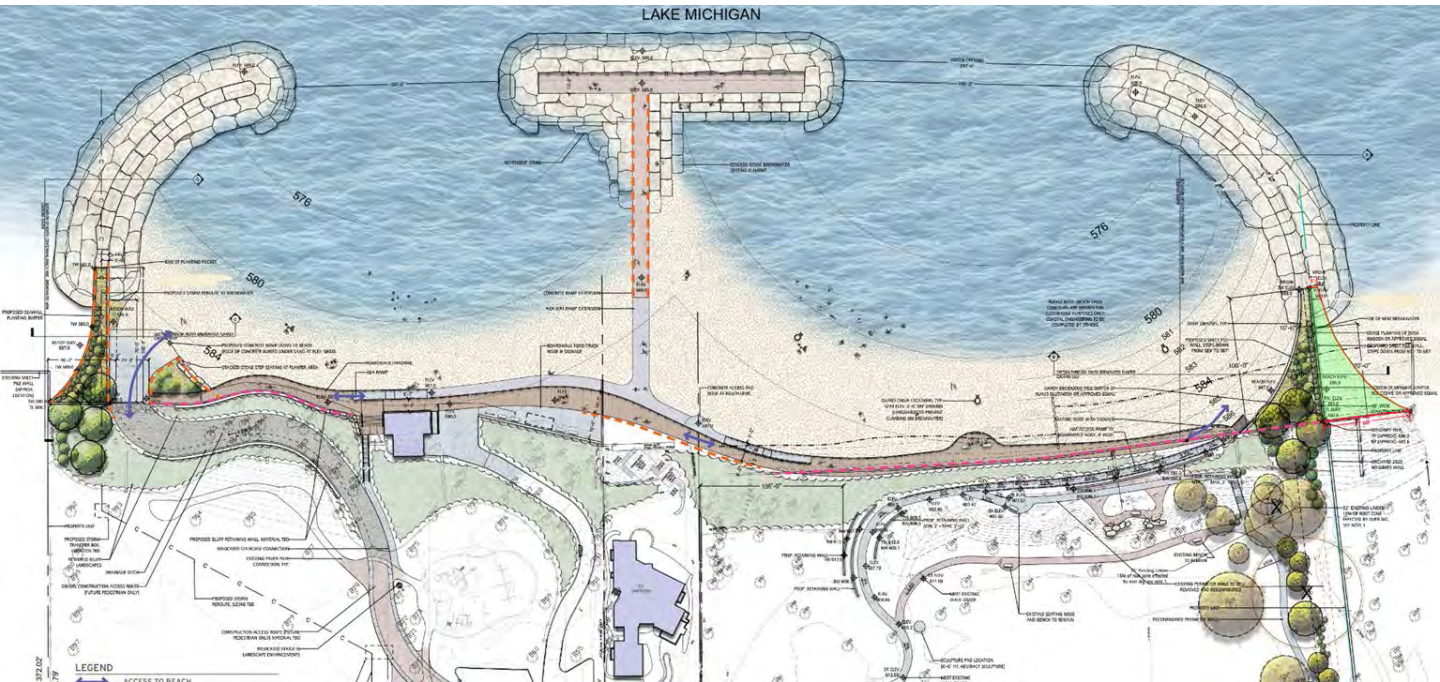
Orchard is submitting this package in advance of your July 21, 2022, Board Meeting to give the Commissioners the opportunity to review and determine what plan is in the best interest of the Winnetka Park District. We hope this will allow the Board to vote at that meeting to revise the permit applications per the attached presentation and resubmit those applications as soon as possible. Orchard 2020 plans to move forward with plot consolidation and our own construction in the near future - either with a completed Exchange Agreement and Land Donation or without.

Hopefully, this package clears up all outstanding items and unknowns so the Commissioners can make a decision with all the facts in front of them.

Best regards,  
Orchard 2020



# Site Plan with no Louvers versus 7/12/22 WPD Site Plan

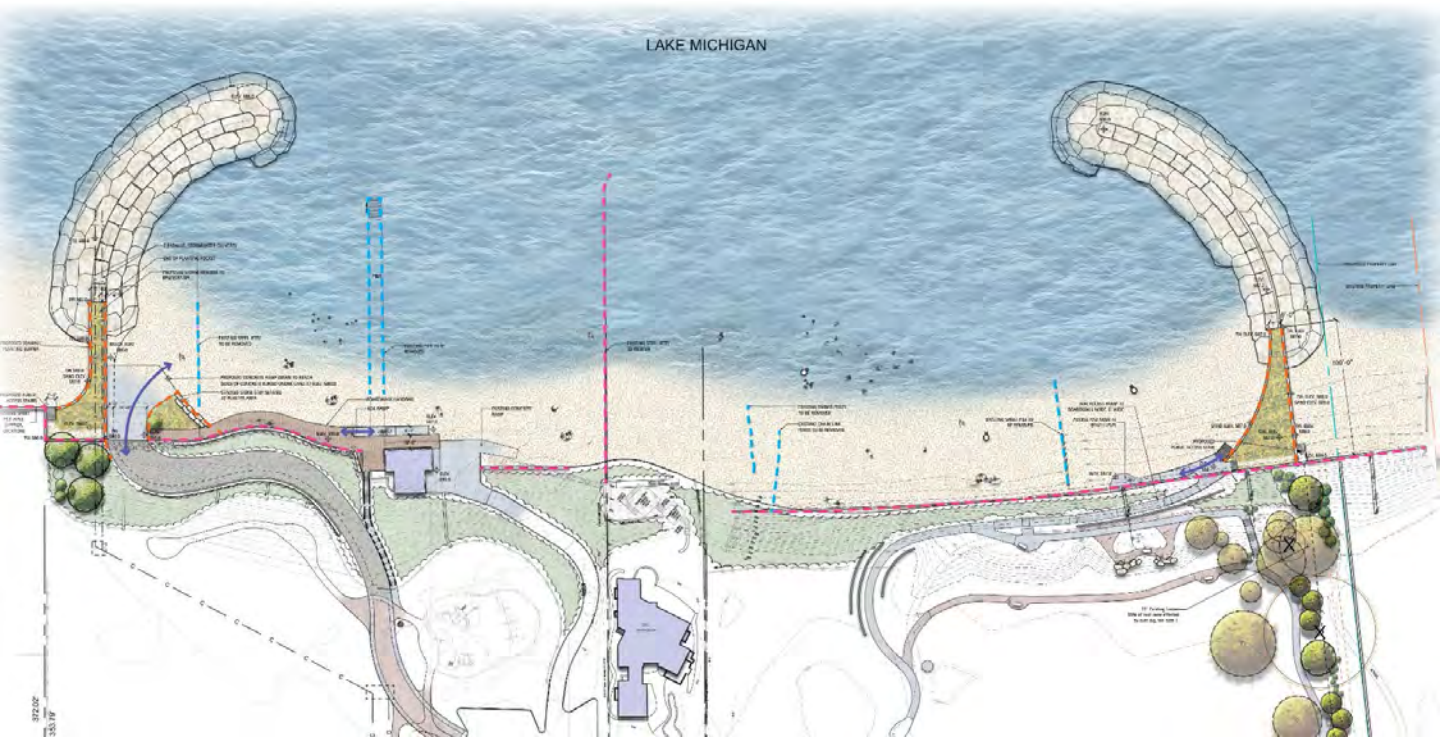


Site Plan with no Louvers (above) offers more benefits for all users

## The following items are lost or omitted in the 7/12/22 WPD Site Plan (on following page):

1. Elder Beach (363 feet long) and Centennial Beach (399 feet long) will remain divided. The nearly 1,000 feet of proposed continuous beach will be lost.
2. Elder and Centennial Parks will remain separated, and the contiguous tableland will be lost.
3. The south breakwater structure shifts approximately 30 feet to the north, causing the loss of an additional 100 feet of shoreline and approximately 9,000 square feet of public beach on the south end.
4. Failure to acquire the 261 Sheridan property removes approximately 11,000 square feet of public beach from the project in the middle of the site plan and does not allow the middle T to be built.
5. Losing the middle T eliminates the lake experience for ADA users and the individual non-motorized and swimming cells.
6. Expanded ADA access will be lost. The new proposed ADA areas will be very small and located at the extreme north and south ends of the park. This new design will make it difficult for ADA groups to experience the beach together.
7. The 800-foot-long boardwalk will be reduced to approximately 200-foot-long and it will be located on only the north end of the park.
8. The planting pocket landscaping will be reduced to simple plants, diminishing the beautiful naturalistic feeling of the beach environment.
9. The stairs added to the west ends of each breakwater will permit access to adjacent waterlines only - not adjacent property beaches.
10. The existing shoreline structures at 261 Sheridan, which do not allow access between Elder and Centennial will remain in place (see picture in Exhibit 3).
11. The 261 Sheridan building will not belong to the WPD and therefore cannot be converted into restaurant or other publicly beneficial space which is consistent with the 2030 Lakefront Plan.

LAKE MICHIGAN



7/12/22 WPD Site Plan

# Summary of Key Terms in Reciprocal Easement Agreement

## Breakwater Construction and Maintenance

1. Winnetka Park District (“WPD”) shall have the right to install the breakwater on Orchard’s property based on the dimensions specified in Exhibit 1, as is consistent with other homes on the lake and the broader community.
2. Orchard will grant WPD an easement to perform its maintenance work on Orchard’s property.
3. Orchard’s only remedy, if WPD does not maintain the breakwater after notice, will be to restore the breakwater to its original design at Orchard’s expense.
4. Orchard shall have the right to install its stormwater outflow pipe on Orchard's side of the Breakwater, at Orchard’s expense.

## Planting Pocket

1. WPD shall build and maintain the Planting Pocket as per Exhibit 2.
2. Orchard’s only remedy, if WPD does not maintain the Planting Pocket after receipt of notice, will be to restore the Planting Pocket, as per Exhibit 2, at Orchard’s expense.

## Temporary Construction Easement

1. WPD will provide Orchard with temporary access to a small portion of the parkland to replace the existing fence along the north property line on Orchard’s own property as other homeowners do on their property.
2. Not less than thirty days prior to starting work, Orchard will submit to WPD insurance certificates naming WPD as additional insured and a work schedule.

## Ongoing Maintenance Easement

1. WPD will allow Orchard access to a small portion of the parkland to maintain its replacement fence along the north property line.
2. Not less than fifteen days prior to starting this work, Orchard will submit to WPD insurance certificates naming WPD as additional insured and a work schedule.

## Electrical Transformer Relocation

1. An existing electrical transformer, owned by the Village of Winnetka, is located near the western edge of the land that would be conveyed to Orchard.
2. At Orchard’s sole cost and expense, Orchard, WPD and the Village of Winnetka shall work together to facilitate relocation of the electrical transformer as soon as reasonable after the closing of the Exchange Agreement.

## 261 Sheridan – Future Opportunities for Park District

1. This strategic exchange would allow the Park District to add a new “seasonal facility for rental, programs and potential dining that would be revenue-generating” (quote from Lakefront Master Plan p.124).

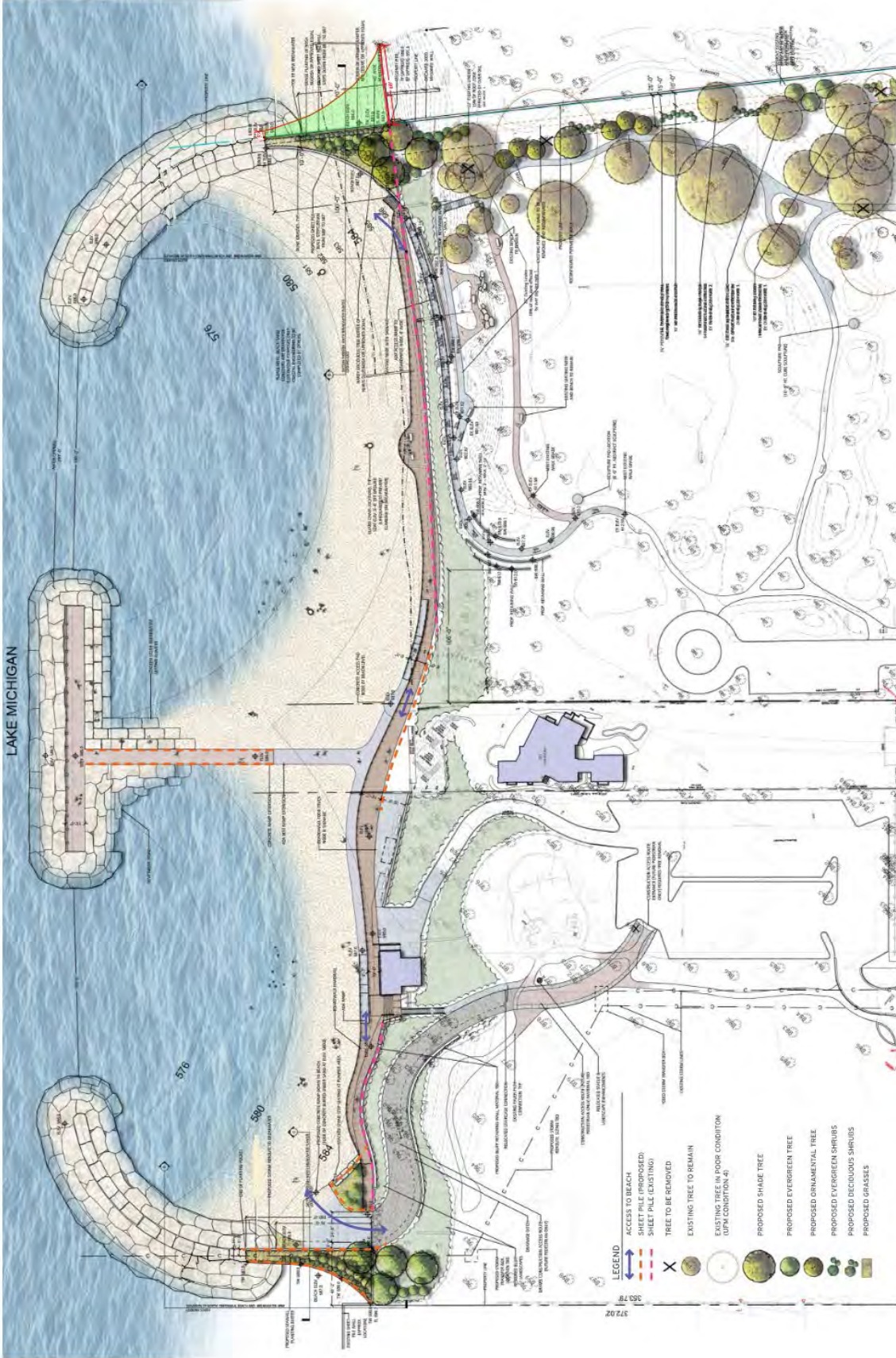




# EXHIBITS

# EXHIBIT 1

## Site Plan with no Louvers



**NO LOUVERS ON TOP OF BREAKWATERS ON NORTH OR SOUTH PROPERTY LINE**

SCALE 1" = 40'

JUNE 15, 2022

WINNETKA, ILLINOIS



# EXHIBIT 2

## Proposed Planting Pocket Design

### PLANT IMAGES



A

AMMOPHILA  
BREVILIGULATA



B

JUNIPERUS CHINENSIS  
'KETELEERI'



C

OSTRYA VIRGINIANA



D

PHYSOCARPUS OPULIFOLIUS



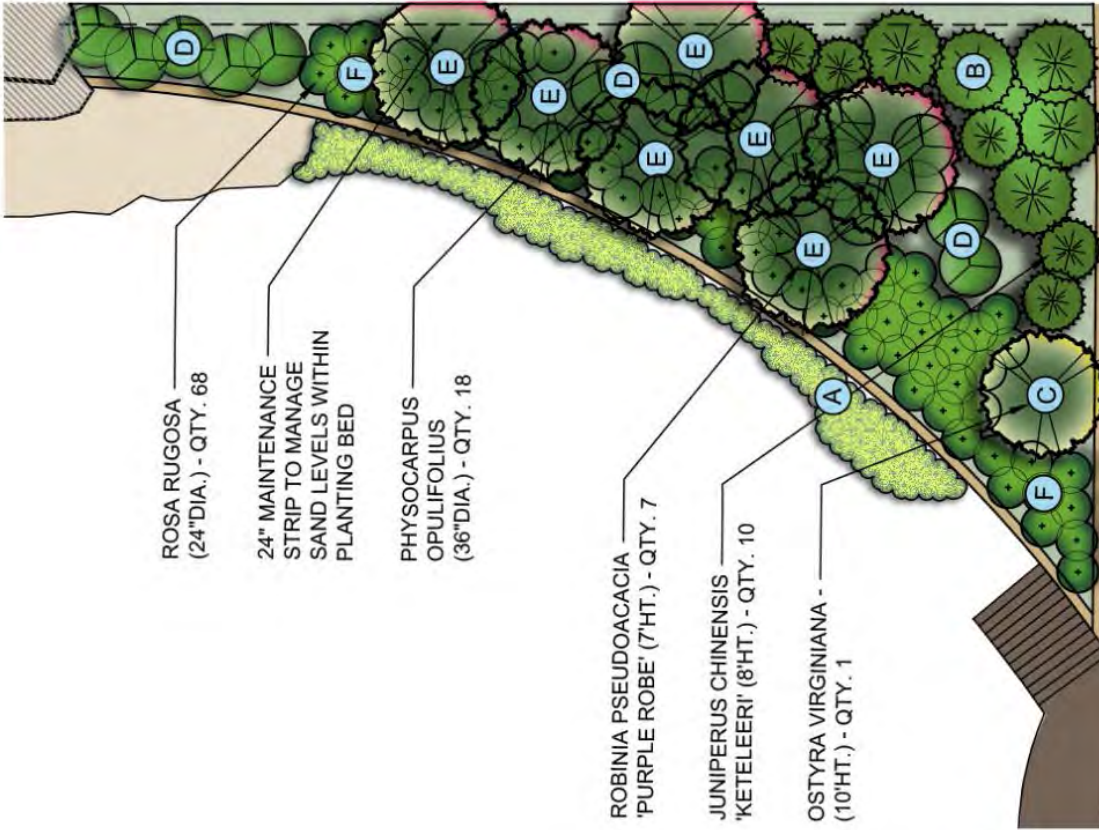
E

ROBINIA PSEUDOACACIA  
'PURPLE ROBE'



F

ROSA RUGOSA



ROSA RUGOSA  
(24" DIA.) - QTY. 68

24" MAINTENANCE  
STRIP TO MANAGE  
SAND LEVELS WITHIN  
PLANTING BED

PHYSOCARPUS  
OPULIFOLIUS  
(36" DIA.) - QTY. 18

ROBINIA PSEUDOACACIA  
'PURPLE ROBE' (7' HT.) - QTY. 7

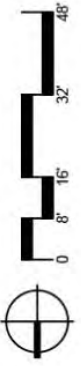
JUNIPERUS CHINENSIS  
'KETELEERI' (8' HT.) - QTY. 10

OSTRYA VIRGINIANA -  
(10' HT.) - QTY. 1

### ELDER / CENTENNIAL PARK - BREAKWATER PLANTING PLAN

DATE: 6.21.2022

SCALE: 1/8" = 1'-0"



# EXHIBIT 3

## Photos of 261 Sheridan Existing Shoreline Conditions

**\*\* If no agreement is reached between the WPD and Orchard, the existing 261 structures shown below will remain in place and continue to separate Elder and Centennial Beaches. \*\***

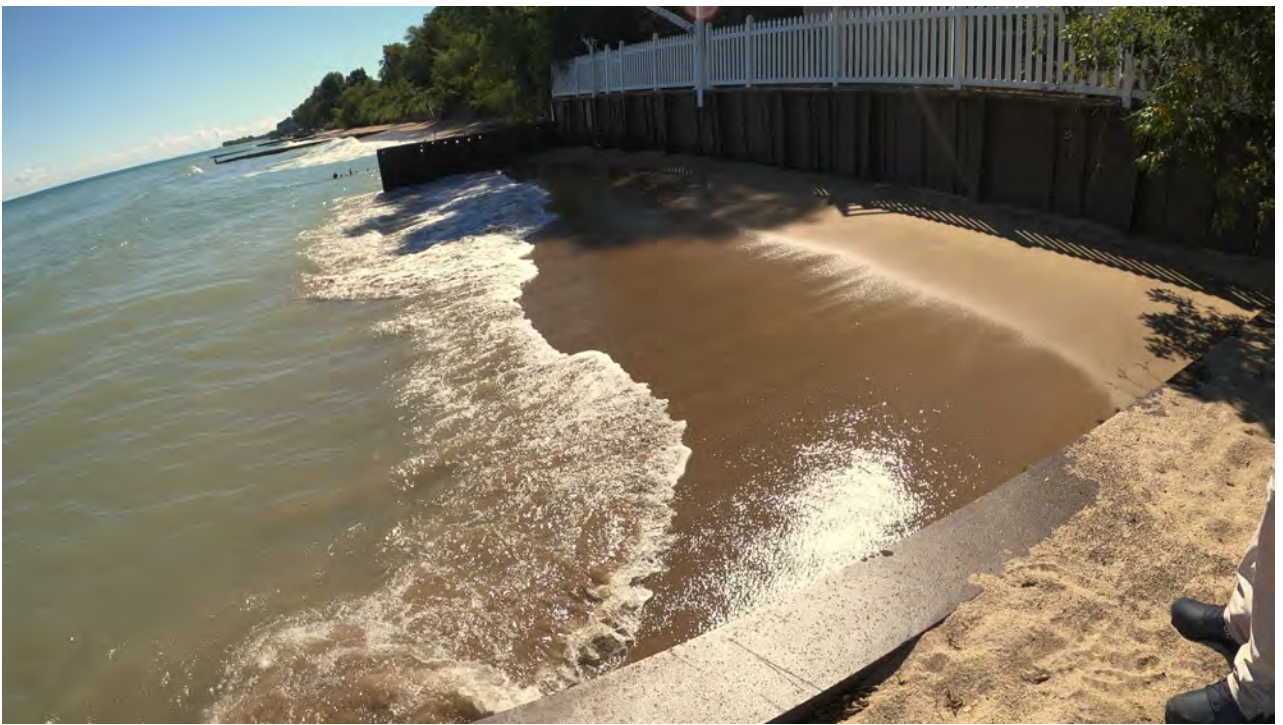


Centennial – 261 – Elder Existing Shorelines, summer 2021



261 Sheridan Existing Shoreline Conditions, summer 2021





**View #1** – Existing 261 Sheridan Shoreline Structures to Remain (looking south)



**View #2** – Existing 261 Sheridan Shoreline Structures to Remain (looking north)



# EXHIBIT 4

## Petition Data

### Unify Elder and Centennial Parks and Beach Before the Families of Winnetka Miss Out



412 have signed. Let's get to 500!



Thanks to your support this petition has a chance at winning! We only need 88 more signatures to reach the next goal - can you help?

Take the next step!

[CLICK HERE TO SIGN THE PETITION](#)

We, the families, residents, and friends of Winnetka, IL have the opportunity to realize the vision embodied in the adopted 2016 “Winnetka 2030 Lakefront Master Plan” and create a safe 1000-foot ADA accessible beach, for families, dogs, and a variety of recreational activities for our community. **This petition asks that the Winnetka Park District Board support the [revised plan](#) without fences/louvers to unify Elder and Centennial parks to bring this phenomenal beach to our community before it is too late.**

**The Winnetka Park District Board should take action now for the following reasons:**

1. This project will create a **lasting legacy to preserve and protect our beautiful shoreline**. Elder Beach has been closed for about 3 years. The project is about more than just necessary soil erosion protection, and environmental and safety upgrades. It would transform this area into a vital public space, **include ADA beach access**, emergency vehicle access, and allow the lakefront to be used by Winnetka’s 13,000+ residents and the communities beyond.

2. **The louvers have been removed** from the revised plan – the main sticking point with the prior version of the plan. The louvers (which some referred to as walls or fences) on the north and south boundaries of the project have been removed. There are no fences anywhere – not even behind the bushes. This change is depicted in the pictures and links above. **All concerns about the louvers impairing views and/or sight lines and creating bad precedent no longer exist** because there are no louvers in the revised plan.

3. **Time is running out**. The Winnetka Park District’s Financing for the Beach will be materially more expensive and could be cost prohibitive if this project is not in motion by December 2022. This may seem like a long time away, but it may take 3-6 months to receive permits from the state/federal agencies. If the permit application isn’t filed very soon, **we may lose the opportunity for good because the financing may not be available to the Park District**.

An incredible amount of time, work and energy has gone into the Winnetka 2030 Lakefront Master Plan. For the sake of our entire community, please help the families of Winnetka realize the dream of making this plan a reality. Set forth above is an image sharing the north and south views of what this **amazing park/beach would look like**. **We encourage the Winnetka Park District Board to move forward on this revised plan and project quickly so that our entire community can enjoy this park before the opportunity is lost.**

# EXHIBIT 6

## Full Legal Document of Reciprocal Easement Agreement

**Recording Requested by and  
When Recorded Return to:**

Winnetka Park District  
540 Hibbard Road  
Winnetka, Illinois 60654

ADDRESS:

209 - 260 Sheridan Road  
Winnetka, Illinois 60654

PINS: 05-21-412-005,  
05-21-412-006, 05-21-412-017,

[Above space for Recorder's Office]

### RECIPROCAL EASEMENT AGREEMENT WINNETKA PARK DISTRICT—ORCHARD 2020 REVOCABLE TRUST

This Reciprocal Easement Agreement (“Easement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_ 2022, by and between the Winnetka Park District, an Illinois unit of local government, 540 Hibbard Road Winnetka Illinois 60093 (“**District**”), and the Orchard 2020 Revocable Trust, 353 N. Clark Street 27<sup>th</sup> Floor Chicago, Illinois 60654 an Illinois revocable trust (“**Orchard**”). District and Orchard are sometimes individually referred to as a “Party” and collectively to as the “Parties.”

#### RECITALS

- A. District owns certain real property commonly known as Centennial Park, located at 225 Sheridan Road, Winnetka, Illinois, as legally described and depicted in Exhibit A, (“**Centennial Park**”).
- B. Orchard owns real property legally described and depicted in Exhibit B, (“**Trust Property**”).
- C. District and Orchard have entered into a Real Property Exchange Agreement (“**Exchange Agreement**”).
- D. Under the terms of the Exchange Agreement, the District will convey a parcel of land at the south end of Centennial Park legally described and depicted in Exhibit C (the “**Centennial Parcel**”) to Orchard, and in exchange Orchard will convey to the District the real property defined and described in the Exchange Agreement as 261 Sheridan Road. Pursuant to the terms of the Exchange Agreement, Orchard is donating \$3,125,000 of value to the District, arising from the disparity in land values of Centennial Parcel and the more valuable 261 Sheridan Road.
- E. Following closing on the exchange of parcels described in the Exchange Agreement, Centennial Park will continue to exist with its northern boundary also being the southern boundary of 261 Sheridan Road (“**Centennial Park Remainder**”); neither 261 Sheridan Road nor Elder Lane Park

shall be considered part of the Centennial Park Remainder for purposes of this Agreement.

- F. Following closing on the exchange of the Centennial Parcel and 261 Sheridan Road, Orchard intends to construct a home on assembled land, including a boundary fence/masonry wall along the north boundary of the Centennial Parcel entirely upon the Centennial Parcel to replace the current fence (“**Replacement Fence**”).
- G. In order to construct the Replacement Fence, Orchard requires access to a parcel of land extending twenty-five (25) feet north of the north line of the Centennial Parcel, from the west line of the Sheridan Road right-of-way to the Seawall, on District-owned property, (“**Construction Easement Premises**”).
- H. In order to maintain the Replacement Fence following its construction, Orchard requires access to a parcel of land extending ten (10) feet north of the north line of the Centennial Parcel, from the west line of the Sheridan Road right-of-way to the Seawall on District-owned property (“**Maintenance Easement Premises**”).
- I. District desires to build a breakwater extending into Lake Michigan which will be located on both the Centennial Park Remainder and the Centennial Parcel, as depicted in **Exhibit D** (the “**Breakwater**”).
- J. In order to construct and maintain the Breakwater, District requires access to the land and water extending twenty-five (25) feet south of the southernmost portion of the Breakwater, onto the Trust Property extending eastward into Lake Michigan from the toe of the bluff (“**Breakwater Premises**”).
- K. The Parties have determined that it is in their respective best interests, and the best interests of the public, to grant construction and maintenance easements to each other upon and subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), the mutual promises contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1. All exhibits identified and referenced in this Easement are hereby incorporated by this reference and made a part of this Easement. All terms used herein shall have the same meaning as the defined terms in the Exchange Agreement, unless otherwise defined herein.

2. Contingencies. This agreement is contingent upon closing of the Exchange. The rights and obligations of the Parties hereunder shall not commence unless and until completion of the Exchange Closing. If the Exchange closing does not occur for any reason, this agreement will not be effective under any circumstances. The Parties may consider a new agreement as future neighbors if they choose to do so in the future.

3. Breakwater. Orchard, as the owner of the Breakwater Premises, for itself and its successors in title to all or any portion of the Breakwater Premises, hereby grants and conveys to the District, its officers, agents, employees, officials, contractors, and subcontractors a non-exclusive maintenance and construction easement (the "**Breakwater Easement**") on, over, across and through the Breakwater Premises in order to construct and maintain the Breakwater.

a. Construction. The District shall perform or cause to be performed all work necessary to construct or maintain the Breakwater within the Breakwater Premises, and shall ensure



that all construction activity complies with the rules set forth in this Easement. The District shall have the right to enter upon the Breakwater Premises to construct and install the Breakwater in accordance with dimensions and locations in Exhibit D at the District's sole cost and expense. The District shall timely pay all sums due to its contractors, subcontractors, consultants and suppliers, and any other person or entity claiming through or under any of them and shall not cause or permit any liens to be placed against the Breakwater Premises, the Centennial Parcel, or the Trust Property or against the assets of Orchard.

i. The District shall use due care in the construction, installation, and maintenance of the Breakwater, so as not to unreasonably disturb Orchard's use of the Centennial Parcel or damage the Centennial Parcel.

ii. Orchard shall have the right to install and attach its future stormwater outflow pipe on the Orchard side of the Breakwater at Orchard's sole cost and expense.

b. Maintenance. All costs and expenses associated with construction, operation, maintenance, repair and replacement of the Breakwater shall be the sole responsibility of the District and its respective successors and assigns. Orchard shall not be responsible for any costs, expenses or liabilities arising from the construction, operation, maintenance, repair, restoration, reconstruction, new construction of the Breakwater. Unless otherwise agreed by Orchard, the District shall provide Orchard with fourteen (14) business days' written notice prior to entering the Breakwater Premises to perform any Breakwater maintenance. In the event the District fails to maintain the Breakwater or repair or replace damaged portions of the Breakwater, Orchard and its successors and assigns shall have the following rights as its sole remedy for the District's failure to perform its Breakwater maintenance obligations:

i. Orchard shall have the right (but not the obligation), at Orchard's sole cost and expense, to perform any or all maintenance or replacement of the Breakwater, including any portion thereof, in order to return the Breakwater to the design set forth in Exhibit D, if, in Orchard's discretion, the District has failed to perform its Breakwater repair, replacement, or maintenance obligations. Orchard shall have the right to enter the District's property to conduct said maintenance activity after giving not less than fourteen (14) business days prior written notice to the District stating Orchard's intent to do so. Said written notice from Orchard shall include a detailed list identifying the specific scope of work to be performed by Orchard. Orchard shall conduct only such maintenance activity as is necessary to restore the Breakwater to the design set forth in Exhibit D.

ii. Orchard's right to perform such Breakwater maintenance, repairs, or replacements shall be Orchard's sole remedy in the event that the District fails to perform said work.

4. Planting Pocket. The District shall build and maintain a planting pocket immediately adjacent to the Breakwater in the location and containing the plantings set forth in Exhibit E (the "**Planting Pocket**").

a. In the event the District fails to build or maintain the Planting Pocket (including the condition of the vegetation or height of the beach sand abutting or inside the Planting Pocket), and such failure continued for ten (10) business days following written notice, Orchard and its successors and assigns, shall have the right (without obligation) as its sole remedy to perform such maintenance and re-plantings reasonably required to return the Planting Pocket to the condition and design set forth in Exhibit E at Orchard's sole cost and expense.

5. Temporary Construction Easement. District, as the owner of the Construction Easement Premises, for itself and its successors in title to all or any portion of the Construction Easement Premises, hereby grants and conveys to Orchard, its officers, agents, employees, officials, trustees, successors, assigns, contractors, and subcontractors a non-exclusive and temporary easement (the "**Temporary Construction Easement**") on, over, across and through the Construction Easement Premises in order to construct the Replacement Fence on the Easement Premises until thirty (30) days after completion of the construction of such Replacement Fence.

6. Maintenance Easement. District, as the owner of the Maintenance Easement Premises, for itself and its successors in title to all or any portion of the Maintenance Easement Premises, hereby grants and conveys to Orchard, its officers, agents, employees, officials, contractors, and subcontractors a non-exclusive maintenance easement (the "**Maintenance Easement**") on, over, across and through the Maintenance Easement Premises in order to maintain the Replacement Fence. All costs and expenses associated with design, construction, operation, maintenance, repair and replacement of the Replacement Fence (including the design, construction, installation, repair, maintenance and replacement of any landscaping, security cameras, and any other fixtures, equipment or materials on or otherwise affixed to the Replacement Fence) shall be the sole responsibility of Orchard and its respective successors and assigns. District shall not be responsible for any costs, expenses or liabilities arising from the construction, operation, maintenance, repair, restoration, reconstruction, new construction, or any fixtures or improvements attached or placed upon the Replacement Fence.

7. Replacement Fence Construction Activity. Orchard shall perform or cause to be performed all work necessary to construct or maintain the Replacement Fence within the Construction Easement Premises and the Maintenance Easement Premises as the case may be, and shall ensure that all construction activity complies with the rules set forth in this Easement, including but not limited to the following:

b. Not less than thirty (30) days prior to commencement of any initial construction activity on the Construction or Maintenance Easement Premises, Orchard, its successors or assigns or any third party acting under any of them, shall submit insurance certificates naming District as additional insured), and a work schedule. No construction shall commence until District has issued a written approval for commencement of the work, which approval shall not be unreasonably withheld, conditioned or delayed. For any work performed on the Construction or Maintenance Easement Premises, Orchard shall timely pay all sums due to its contractors, subcontractors, consultants and suppliers, and any other person or entity claiming through or under any of them and shall not cause or permit any liens to be placed against the Construction or Maintenance Easement Premises or against the funds of the District.

c. Orchard shall use due care in the construction, installation, and maintenance of the Replacement Fence, so as not to unreasonably disturb District's use of the Centennial Park Remainder or damage the Centennial Park Remainder. No portion of the Replacement Fence, including the Replacement Fence's footing, shall be constructed on the Centennial Park Remainder or elsewhere on District's property.

8. Restoration following Orchard Maintenance Activity. Upon completion of any Replacement Fence initial construction, maintenance, repair or replacement activity, the Orchard shall, at its sole cost and expense, restore the Maintenance Easement Premises, to the condition existing immediately prior to commencement of the work, including but not limited to: (i) replacing any and all topsoil removed by Orchard on any portion of the Construction or Maintenance Easement Premises; (ii) replacing any and all natural grass removed by seeding with a good quality seed on any portion of the Construction or Maintenance Easement Premises; (iii) re-installing any park signage that was removed; and (iv) restoring any portion of the Maintenance Easement Premises, Centennial Park, and any other adjacent property

owned by District that is damaged or otherwise disturbed in connection with the construction or maintenance of the Replacement Fence, to the same condition which existed immediately prior to beginning the construction or maintenance of the Replacement Fence in accordance with this Agreement. All restoration shall be completed within thirty (30) days after completion of any maintenance, repair or replacement work on the Replacement Fence; provided that, if the necessary restoration cannot be reasonably completed within 30 days, the period for restoration shall be extended for a reasonable time, as approved by the District, if the Orchard has commenced the restoration work within the 30-day period and continues diligently and in good faith to complete the restoration.

9. Transformer. The Trusts shall endeavor to cause the electrical transformer currently located on the Centennial Parcel at the site designated as “Current Location of Transformer” **in Exhibit F**, to be moved to the site designated as “Relocated Site of Transformer” also shown in Exhibit F, on the Centennial Park Remainder, at Orchard’s sole cost and expense, within thirty (30) business days after closing on the Exchange. If relocation of the transformer is to be performed by the Village of Winnetka, the Trusts will promptly request that the Village of Winnetka proceed with the relocation and request that the Village complete same within thirty (30) days after closing on the Exchange.

9. License, Permits, Compliance with Laws. Each Party shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction and installation of the Replacement Fence and Breakwater, as applicable. Each Party shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

10. Binding Effect; Easement Runs with Land. This Agreement shall be binding upon and inure to the benefit of District and Orchard and their respective successors and assigns. The Breakwater Easement, Temporary Construction Easement, and the Maintenance Easement are each intended to be and shall be construed as easements running with the land.

11. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 11. Any mailed notice will be deemed to have been given and received not less than three (3) days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to District:

Executive Director  
Winnetka Park District  
540 Hibbard Road  
Winnetka, Illinois 60093

With a copy to:

Robbins Schwartz  
55 W. Monroe Street Suite 800  
Chicago, Illinois 60603  
ATTN: Steven Adams

If to Orchard:



Orchard 2020 Revocable Trust  
c/o Peter Lee  
Summit Trail Advisors  
353 North Clark Street, 27<sup>th</sup> Floor  
Chicago, IL 60654

With a copy to:  
Williams, Bax and Saltzman  
221 N. LaSalle Street suite 3700  
Chicago, Illinois 60601  
ATTN: David Williams

12. Miscellaneous.

a. This Easement, including the Exhibits hereto, represents the entire agreement of the Parties with respect to the subject matter herein contained, and supersedes all prior or contemporaneous agreements, oral or written, with respect to said subject matter.

b. This Easement may be amended only by a writing executed by both of the Parties subsequent to the date hereof and authorized by the Parties' respective governing boards.

c. Each Party hereby warrants and represents to the other that all appropriate action has been taken to authorize entry into and the execution of this Easement by it, by the persons signing below, and each Party shall provide proof thereof on request of the other Party.

d. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing contained in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of District, or any of its respective officials, officers or employees.

e. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Cook County Circuit Court, Chicago, Illinois.

f. 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.

g. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

13. No Joint Venture. It is understood and agreed that Orchard and District shall in no event be construed for any purpose to be partners, joint venturers, agents or associates of each other in the performance of their respective obligations hereunder.

14. Counterparts: This Easement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.





## **EXHIBITS**

- A. Depiction and Legal Description of Centennial Park
- B. Depiction and Legal Description of Trust Property
- C. Depiction and legal Description of the Centennial Parcel
- D. Depiction of the Breakwater
- E. Depiction and Contents of the Planting Pocket
- F. Both locations of the Transformer



**EXHIBIT A**  
**Depiction and Legal Description of Centennial Park**

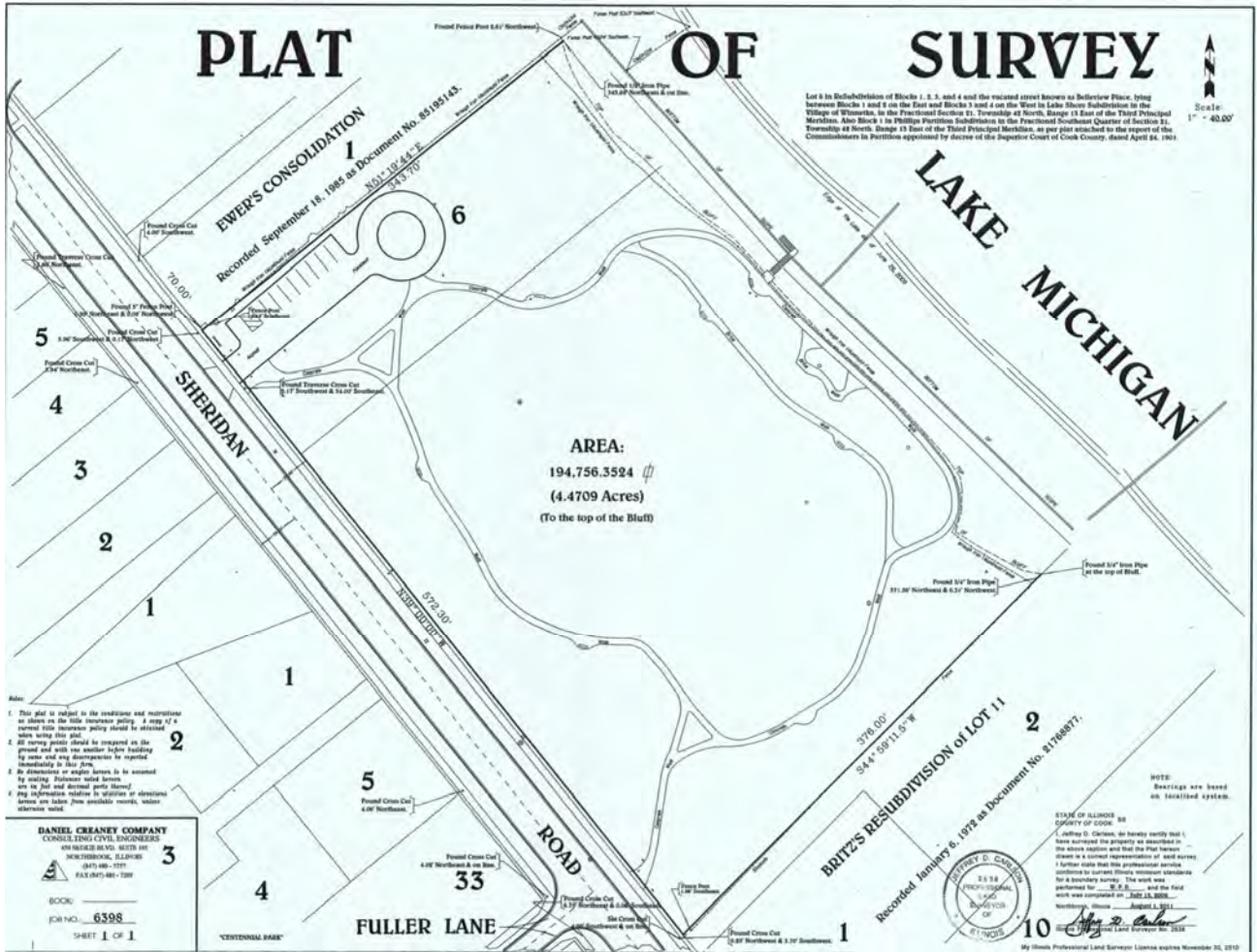


EXHIBIT B  
Depiction and Legal Description of Trust Property

Lot 1 and Lot 2 in Britz's Resubdivision of Lot 11 in R. Williamson's Sheridan Road Subdivision of part of Lots 2, 3 and 4 of Simons and Others Subdivision of parts of Fractional Southeast 1/4 Section 21, and part of Fractional Southwest 1/4 of Section 22, Township 42 North, Range 13 East of the Third Principal Meridian, according to Plat thereof recorded January 6, 1972 as document 21768877.

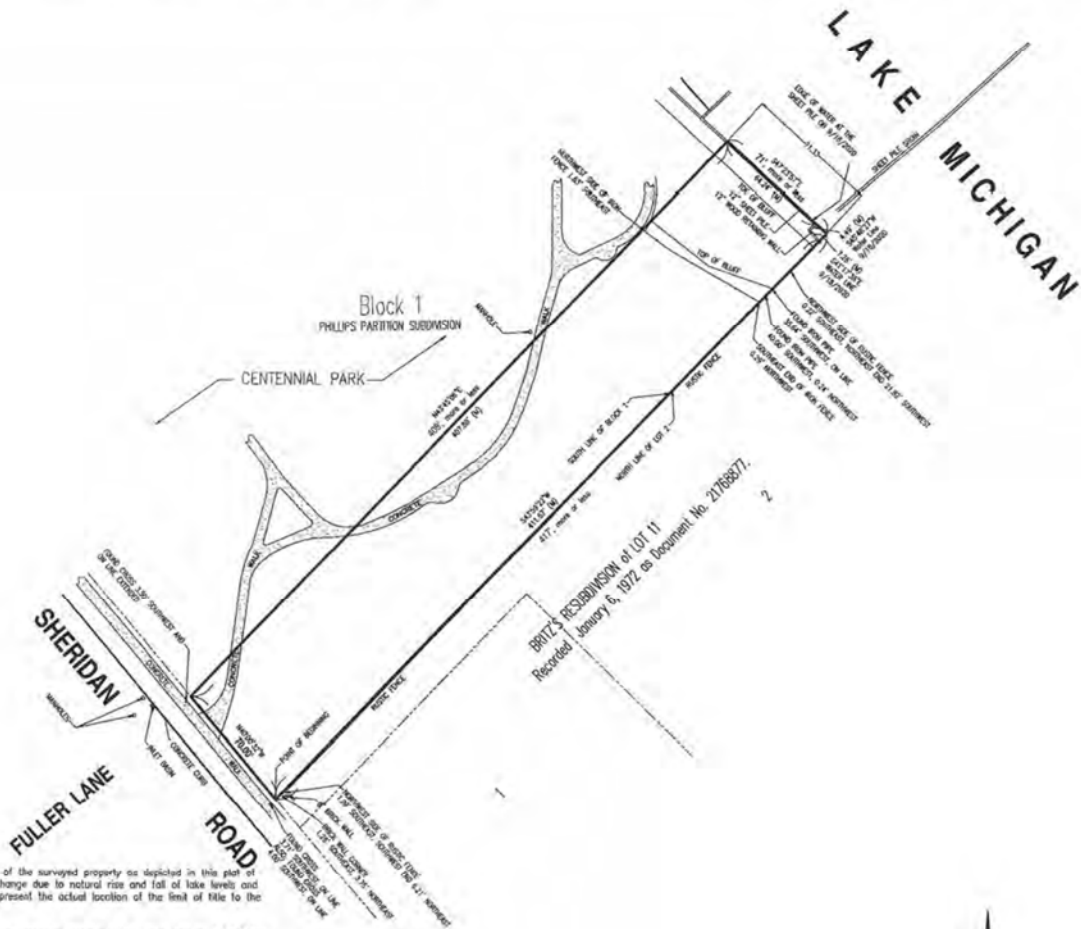
# EXHIBIT C

## Depiction and Legal Description of the Centennial Parcel

**LEGAL DESCRIPTION:**

ALL THAT PART OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT ATTACHED TO THE REPORT OF THE COMMISSIONERS IN PARTITION, APPOINTED BY DECREE OF THE SUPERIOR COURT OF COOK COUNTY, DATE APRIL 24, 1901, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, WITH THE NORTHEASTERLY LINE OF SHERIDAN ROAD, SAID SOUTHEASTERLY LINE OF BLOCK 1 BEING ALSO THE NORTHWESTERLY LINE OF LOT 2 IN BRITZ'S SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877; THENCE NORTH 40 DEGREES, 00 MINUTES 32, SECONDS WEST (WITH THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID NORTHEASTERLY LINE OF SHERIDAN ROAD, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 43 DEGREES, 45 MINUTES, 09 SECONDS EAST ALONG A LINE, A DISTANCE OF 108 FEET, MORE OR LESS, TO THE WATERS EDGE OF LAKE MICHIGAN; THENCE SOUTH 47 DEGREES, 23 MINUTES, 57 SECONDS EAST ALONG SAID WATERS EDGE AS LOCATED ON SEPTEMBER 18, 2020, A DISTANCE OF 71 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, AFORESAID; THENCE SOUTH 43 DEGREES, 59 MINUTES, 22 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 417 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 225 SHERIDAN RD. (PART OF CENTENNIAL PARK), WINNETKA, ILLINOIS.



**SITE NOTES:**

The Easterly boundary of the surveyed property as depicted in this plot of survey is subject to change due to natural rise and fall of lake levels and it may or may not represent the actual location of the limit of title to the land.

The Area of the surveyed property, westerly of the water line on 9/18/2020 = 29,022 sq. ft.

**GENERAL NOTES:**

All information provided to the surveyor is shown or noted herein.

The description on this plot was supplied to us by the client and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

Compare all points before building by some and report any discrepancy at once.

Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.

The basis of bearings is assumed along the northeasterly line of Sheridan Road, with said line having a bearing of north 40 degrees, 00 minutes, 32 seconds west.

**PRELIMINARY 11-13-20 - FOR REVIEW ONLY**



Revised October 14, 2020  
Revised November 11, 2020  
Revised November 13, 2020

Abbreviations  
(M) = Measured

<b>B.H. SUHR &amp; COMPANY, INC.</b>	
R. R. HANSEN MEMBER I.P.L.S.A. R.S.P.S.	SURVEYORS ESTABLISHED 1911 450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 864-4315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUIR.COM
Professional Design Firm License No. 044.00627-1005	
LOCATION: PART OF CENTENNIAL PARK	SURVEY DATE: SEPTEMBER 18, 2020
ORDER No. 20-151	ORDERED BY: COSTA KUTULAS SUPERINTENDENT OF PARK WINNETKA PARK DISTRICT

FIELD MEASUREMENTS COMPLETED SEPTEMBER 18, 2020

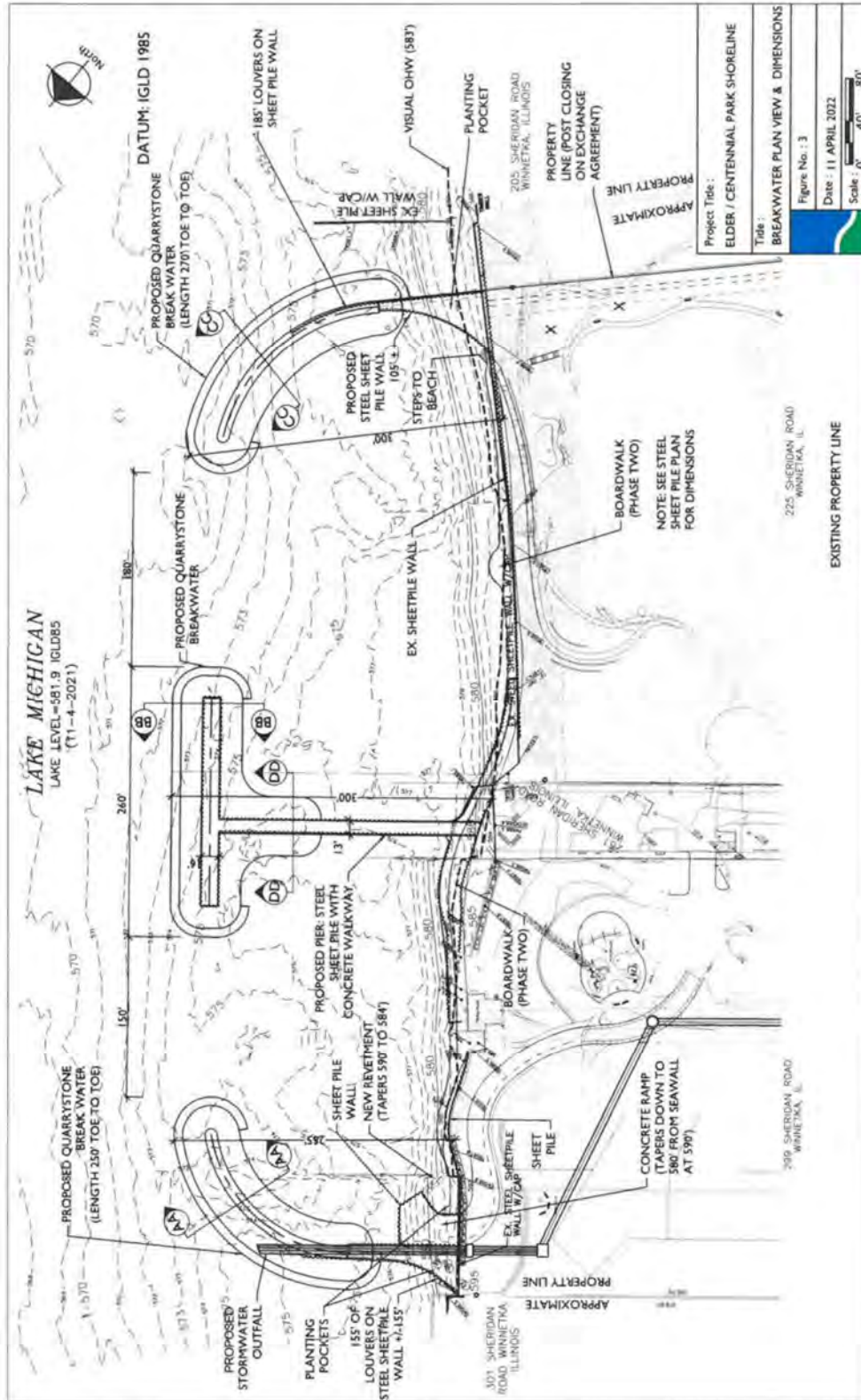
STATE OF ILLINOIS  
COUNTY OF COOK

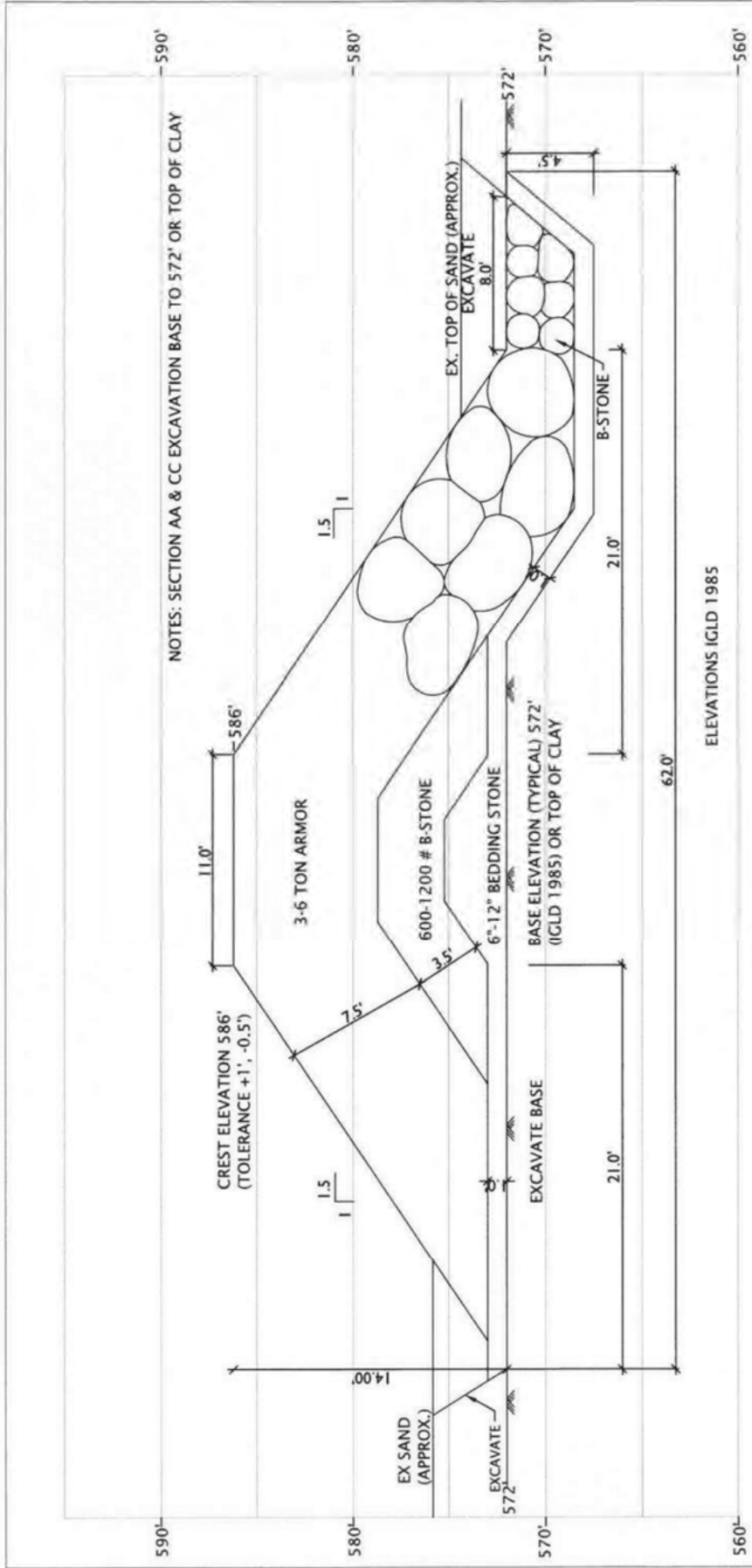
This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

By \_\_\_\_\_ Dated \_\_\_\_\_ 2020

Michael E. Farrell  
Illinois Professional Land Surveyor No. 025-002509  
License Expiration Date 11/03/20

EXHIBIT D  
 Depiction of the Breakwater

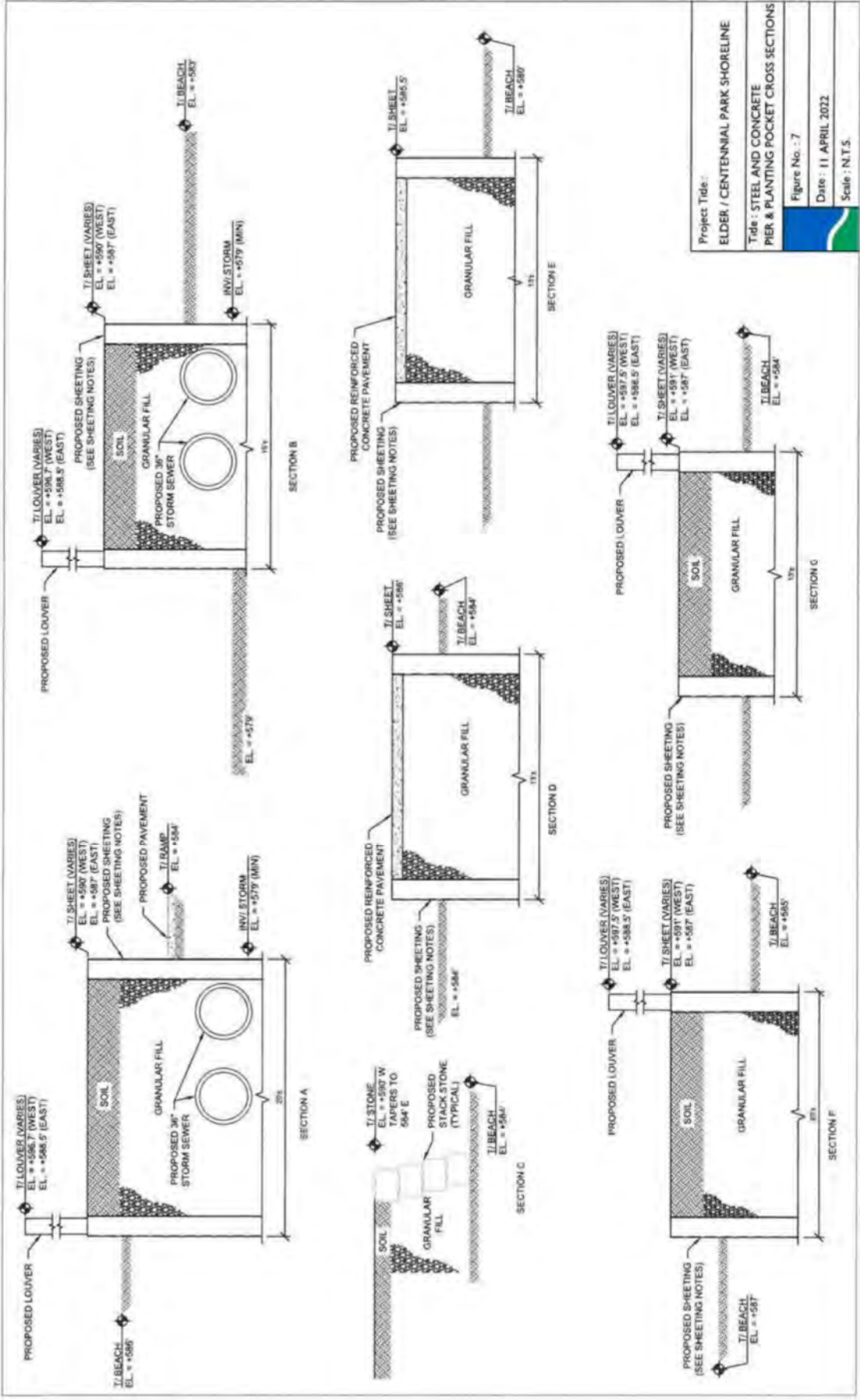




AA & CC SECTION AA & CC  
FIG-3 SCALE 0' 2.5' 5'

Project Title :	ELDER / CENTENNIAL PARK SHORELINE
Title :	SECTION AA & CC
Figure No. :	4
Date :	11 APRIL 2022
Scale :	0' 2.5' 5'





Project Title:  
**ELDER / CENTENNIAL PARK SHORELINE**

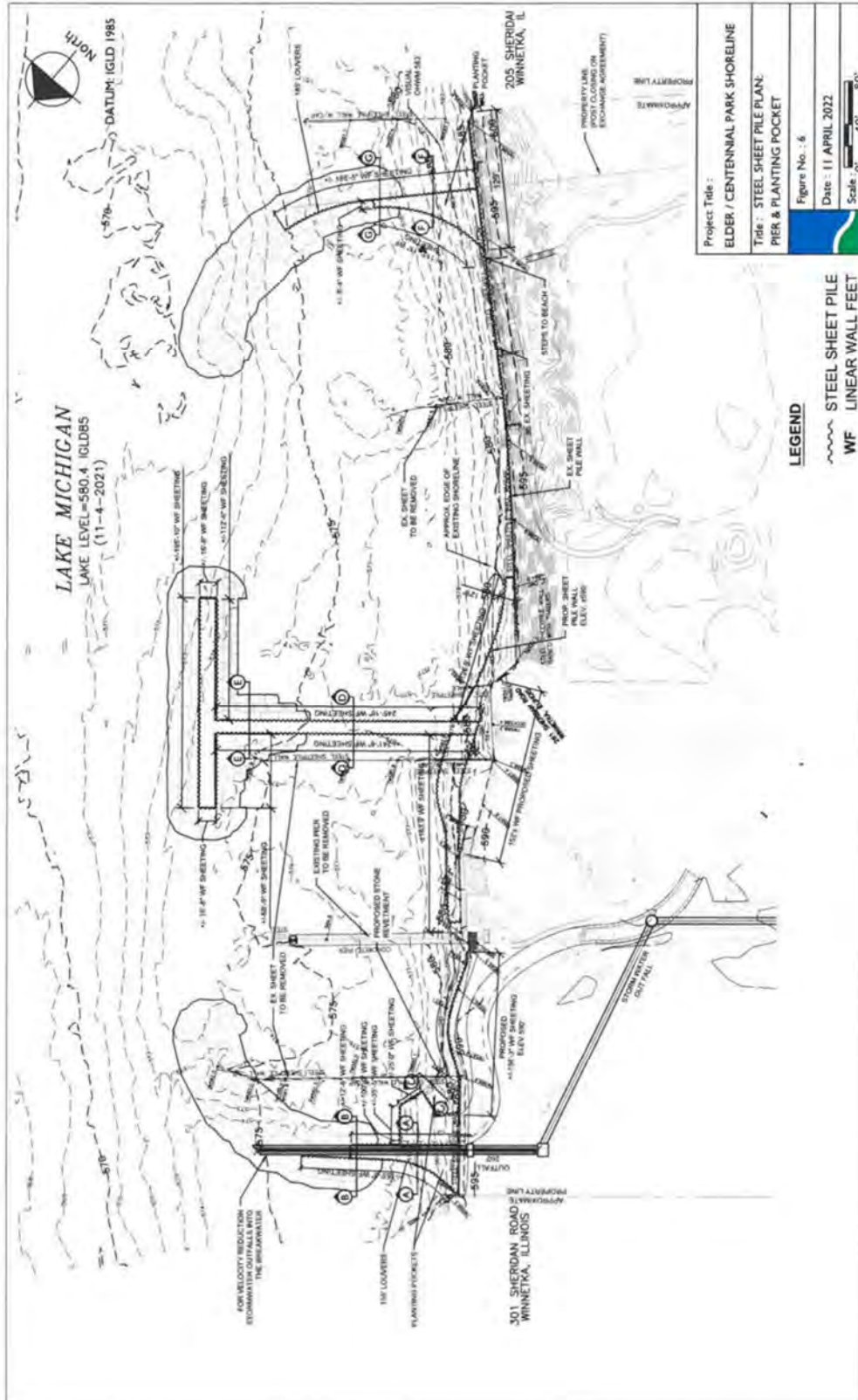
Title:  
**STEEL AND CONCRETE  
 PIER & PLANTING POCKET CROSS SECTIONS**

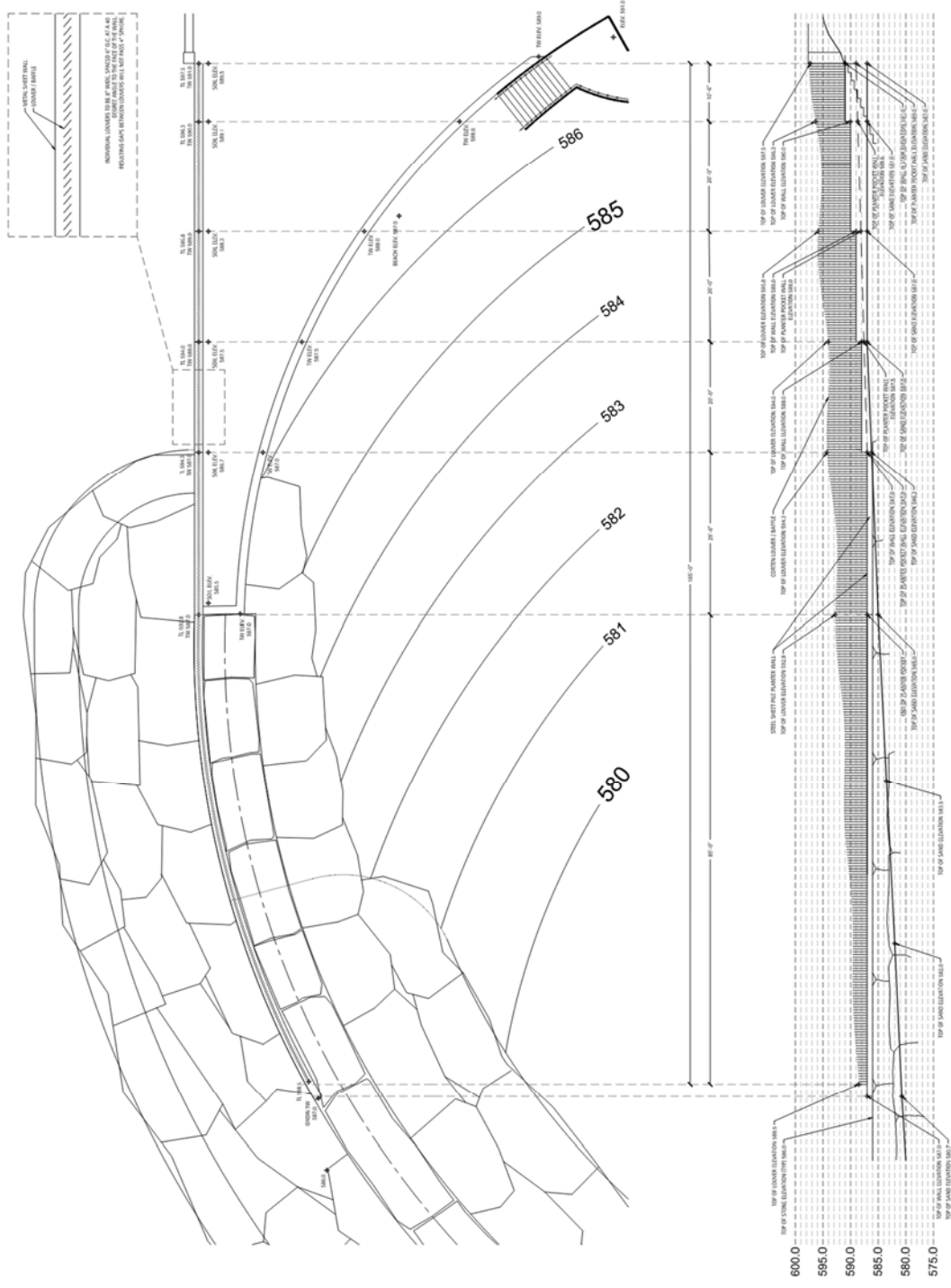
Figure No. : 7

Date : 11 APRIL 2022

Scale : N.T.S.

EXHIBIT E  
 Depiction and Contents of the Planting Pocket





2 Elder/Centennial Breakwater Elevation - South

Scale: 1" = 8'-0"

APRIL 11, 2022





PLANT IMAGES



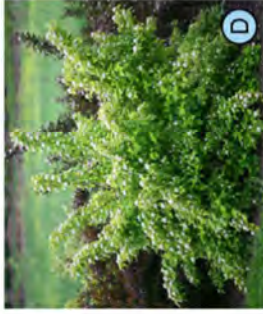
AMMOPHILA  
BREVILIGULATA



JUNIPERUS CHINENSIS  
'KETELEERI'



OSTRYA VIRGINIANA



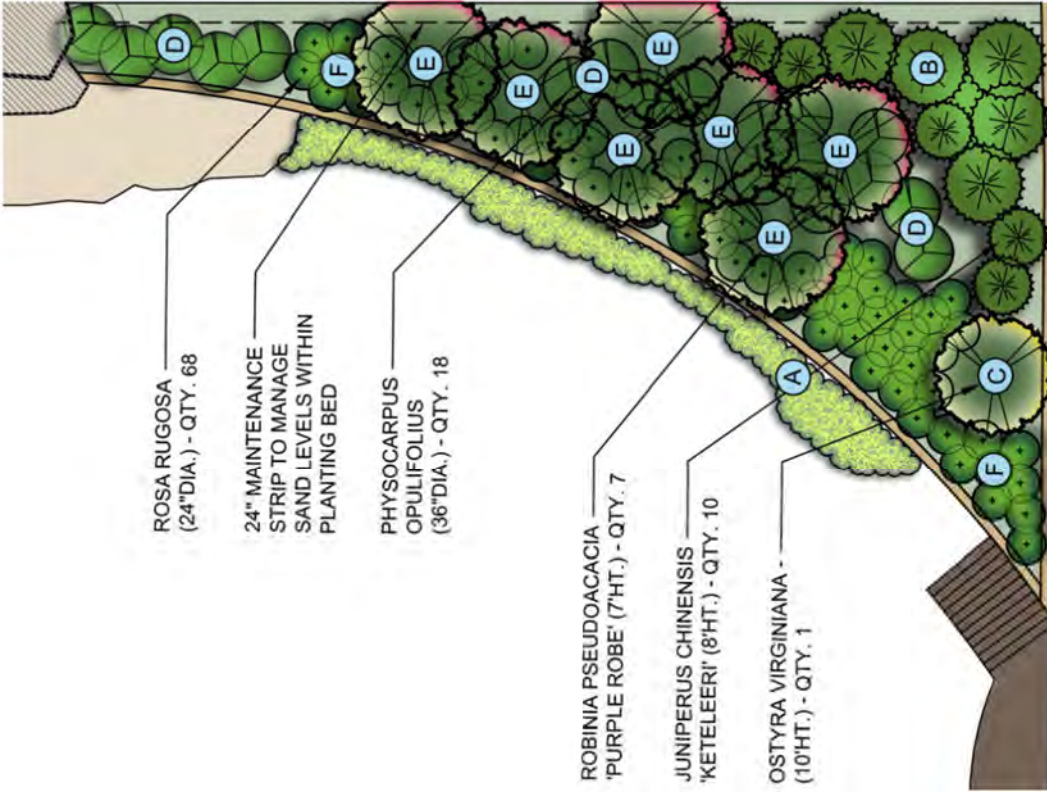
PHYSOCARPUS OPULIFOLIUS



ROBINIA PSEUDOACACIA  
'PURPLE ROBE'



ROSA RUGOSA



ELDER / CENTENNIAL PARK - BREAKWATER PLANTING PLAN

DATE: 6.21.2022

SCALE: 1/8" = 1'-0"





EXHIBIT F  
Both locations of the Transformer

EXISTING LOCATION



PROPOSED NEW LOCATION

