

OF THE  
BOARD OF FOREST PRESERVE COMMISSIONERS

FOR THE FOREST PRESERVE DISTRICT  
OF COOK COUNTY, IN THE STATE OF ILLINOIS

PUBLISHED BY AUTHORITY OF THE BOARD

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TUESDAY, JUNE 6, 1923 3:00 P.M.

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The Board met pursuant to adjournment.

President Ryan in the Chair.

ROLL CALL

Present: Commissioner Carolan, Fitzgerald, MacLear, Miller, Murray, Nowak, Pierson, Whealan, Wilson, Mrs. Bemis, President Ryan

REPORT OF COMMITTEES  
PUBLIC SERVICE

Section 9

Your Committee has considered the memorandum of agreement, between the Glencoe Golf Club, a corporation, and the Forest Preserve District of Cook County, and recommends its adoption.

AGREEMENT

Memorandum of Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1922, by and between the Glencoe Golf Club, a corporation, not for profit, organized and existing under the laws of the State of Illinois, hereinafter designated first party, and the Forest Preserve District of Cook County, Illinois, organized under an act of the Legislature, hereinafter designated second party; witnesseth, that

WHEREAS, the second party is the owner of certain land lying north and west of Glencoe in New Trier Township, Cook County, Illinois which is contiguous to thirty-one acres of land owned by the Village of Glencoe; and

WHEREAS, the first party is composed of citizens of the Village of Glencoe in New Trier Township, Cook County, Illinois, and having associated themselves together for the purpose of raising funds and constructing and maintaining an eighteen hole golf courts on the aforesaid property of the second party and of said Village of Glencoe; and

WHEREAS, said first party has practically completed the construction of nine holes and the fairways and appurtenances for said golf course and expects to maintain the same in first class condition, and to construct the remaining nine holes and appurtenances of said golf course as soon as the land is available therefore; and

WHEREAS, there will be certain permanent improvements constructed on the aforesaid property and certain tools, apparatus, equipment and appliances purchased and used by said first party on said golf course; and

WHEREAS, under the plan of operation and maintenance of said golf course the parties of said first part are to pay an annual fee and said course is to be open for the use of all citizens of Cook County, Illinois, on the same terms and for membership dues and a playing fee to be charged therefor; and

WHEREAS, said golf course is to be maintained and all expenses of labor, material and equipment and maintenance are to be paid out of said membership dues and playing fees charged for the right to play on said course which may be more than enough to provide for the same.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

First: That all improvements of any nature or description made on said premises shall belong to said second party, if on its land or to said Village of Glencoe if on its land, and that said first party shall have no vested right, title or interest therein.

Second: that all tools, apparatus, equipment and appliances purchased by said first party shall be and remain its property at all times.

Third: That all membership dues, playing fees and other property derived from or in connection with the use of said golf course shall be applied – first, toward the improvement, upkeep and maintenance of said eighteen hole golf course and the club house and other buildings and structures, if any, thereon, including salary and wages of superintendent and all necessary employees, it being understood that it is the intention of said first party to complete said eighteen holes as soon as practicable; after providing for all the foregoing the profits, if any in excess thereof shall be turned over to said second party.

Fourth: That it is expressly understood by said first party that at no time shall it or any of its members receive any profit whatsoever from the operation of said golf course, but that all proceeds derived therefrom shall be expended on or in connection with said golf course, and that the net profits, if any, shall belong or go to said second party.

Fifth: That an accounting shall be made by said first party that said second party on or before December 31<sup>st</sup> of each year hereafter or oftener if requested by said second party.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this instrument to be executed by their duly authorized officers, agents and their corporate seals to be attached the day and year first above mentioned.

GLENCOE GOLF CLUB

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ATTEST:

\_\_\_\_\_  
Secretary

FOREST PRESERVE DISTRICT  
OF COOK COUNTY, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_

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Commissioner Wilson moved that the report of the Public Service Committee be adopted.

Which motion was duly seconded and decided in the affirmative by a vote of Yeas and Nays, as follows:

Yeas: Commission Fitzgerald, Miller, Murray, Nowak, Pierson, Whealan, Wilson, Mrs. Bemis, President Ryan – 9.

Nays: None