#### ORDINANCE NO. 3265

91432102

AN ORDINANCE REQUESTING THE INTERGOVERNMENTAL TRANSFER OF REAL ESTATE FROM GLENBROOK FIRE DISTRICT -3507 GLENVIEW ROAD, GLENVIEW, AND 1901 LANDWEHR ROAD, GLENVIEW

WHEREAS, the territorial boundaries of Glenbrook Fire District are partly within and partly without the corporate limits of the Village 31 Glenview, a home rule municipality; and

whereas, the Board of Trustees of the Village of Glenview has determined that it is necessary and convenient for it to use, occupy and improve the aforesaid real estate for fire protection purposes and to permit such other reasonable and public uses thereof as may benefit the residents of the Village of Glenview; and

WHEREAS, the Board of Trustees of the Village of Glonview desires the President of the Board of Trustees of Glenbrook Fire District and the Board of Trustees of Glenbrook Fire District to convey the aforesaid real estate to the Village of Glenview, pursuant to the authority conferred by an Act in relation to the transfer of real estate owned by municipalities, approved July 2, 1925, as amended, ILL.REV.STAT. ch. 30, §156, et seq., and pursuant

91432102

to Section 10A of the Fire Protection District Act, ILL.REV.STAT. ch. 1271, §30(a); and

WHEREAS, the Board of Trustees of Glenbrook Fire District desires to have the aforesaid real estate transferred to the Village of Glenview for its use as aforesaid and, in consideration therefor, the parties refer to and incorporate the terms of that separate written agreement entered into by and between them, and others, dated June 18, 1991, entitled "AGREEMENT," which has as its purpose an intergovernmental agreement between Glenbrook Fire District and the Village of Glenview, and others, for purposes of providing fire protection services as is set forth in the Agreement, a copy of which is attached hereto as Exhibit D.

NOW, THEREFORE, be it ordained by the Board of Trustees of the Village of Glenview, Cook County, Tilinois, as follows:

<u>Section 1:</u> That the foregoing recitals are hereby incorporated herein as the findings of the Board of Trustees of the Village of Glenview.

Section 2: That the Village Clerk of the Village of Glenview be and is hereby authorized to accept and duly record in the office of the Recorder of Deeds of Cook County, Illinois, for the use of the Village of Glenview, a deed or deeds executed by the President of the Board of Trustees of Glenbrook Fire District, attested by its Secretary, conveying the property legally described on Exhibits A, B and C, copies of which are attached hereto. Said deeds shall be in form substantially the same as that shown in Exhibits A, B

# 1132102

### UNOFFICIAL COPY

and C, attached hereto, and by this reference said deeds are incorporated herein.

Section 3: That all other Ordinances and Resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 4: That this Ordinance shall be in full force and effect from and after its adoption as provided by law.

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	APPROVED t	bis <u>SIXTH</u> day	of	AU	GUST	, 1991	•
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ATTEST: Village Clerk

I HEREBY CERTIFY THIS
TO BE A TRUE AND
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ORIGINAL To. 3265
SIGNED Sure M. Indente
TITLE Deputy Clerk

DATE Aug

President

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	DEPRESS personally known to me to be the same person of whose name. Authoritied SEAL to the foregoing instrument appealed ballife me fille day in person and acknown thank edged that they agreed sealed and delivered the said instrument of their tree and voluntary act for the uses and purposes therein set forth melaning the
	the seel as aforesaid as his/her free and voluntary act and that of Glambrook Fire District, for the uses and purposes set forth herein.  Given under my hand and official seal this.
	Commission expires HOTARY PUBLIC
	This instrument was prepared by Richard T. Winner, Klain, Thomps, and Jankins, 114.4.  180 N. Lasaile St., SWESTANDINGAGO, IL 60601

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THE GRANTOR BOARD OF TRUSTEES OF GLENVIEW RURAL FIRE DISTRICT, cook County, Illinois, now known as the GLENBROOK FIRE DISTRICT, a body corporate and politic; a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transmit business in othe State of Caspors, County of Cook,

State of 111:no.15 Ten and no/130 (\$13.00) for the consideration of \_ DOLLARS.

and other good and valuable consideration in hand paid. CONVEYS and QUIT CLAIMS to the VILLAGE OF SLEIF/IEW, a body corporate and politic, a corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal office at 1225 Waukegan Road, Slenview, IL 60025

NAME AND ADDRESS OF GRANTEE. all interest in the following described Real Estate situated in the County of Cook

	all interest in the following described Real Estate situated in the County of Gook in the State of Illinois, to wit:
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	O)r
	In witness viereof, said grantor has caused its corporate seal to be affixed hereto, and has caused its name to be signed below by President of its Board of Trus eas and attested by its Secretary this day of, 199).
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	, President of the Board of Trustees of Glenbrook Fire District, and
	Glenbrook Fire District, and Coca Secretary  IMPRESS personally known to me to be the same person whose name subscribed  SEAL to the foregoing instrument appeared before the fine day in person, and acknowledged.
	HERE edged that They signed, sealed and delivered the said instrument as Their
	free and voluntary action the uses and purposes therein set forth, including the release and manuscripto eight of homesteed, and that the Secretary affixe
	the seal as aforesaid as his/her free and voluntary act and that of Glenbrook Fire District, for the uses and purposes set forth herein.
	Given under my hand and official seal, this day of 14 33
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#### AGREEMENT

This agreement is made this 1841 day of June, 1991, by and between the GLENBROOK FIRE DISTRICT, sometimes commonly referred to as the Glenbrook Fire Protection District, a unit of local government, and the GLENBROOK FIRE DISTRICT BOARD OF FIRE COMMISSIONERS and the GLENBROOK FIRE DISTRICT PENSION BOARD (sometimes hereinafter collectively referred to as the "District"), and the VILLAGE OF GLENVIEW, a home rule municipal corporation, the VILLAGE OF GLENVIEW VILLAGE MANAGER and the VILLAGE OF GLENVIEW BOARD OF FIRE AND POLICE COMMISSIONERS (sometimes hereinafter referred to individually or collectively as "Glenview"), with respect to the provision of fire suppression. services, emergency medical services, underwater rescue and recovery, hazardous materials response, fire protection and inspectional services and codes, public education regarding fire safety, first aid and aid for other emergencies which pose a threat to life and property (sometimes hereinafter referred to as the "Services").

whereas, the parties hereto have before this date been involved in a multi-year history of events and negotiations relating to property rights and the provision of Services to those persons within their respective service territories; and

WHEREAS, the parties hereto have expended substantial time investigating the level of Services presently provided by their respective fire departments; and

WHEREAS, the parties anticipate that a cooperative effort between their respective fire departments will result in an



increased level of service to the public over and above that which each department believes to be service of the highest quality currently provided by their respective fire departments; and

WHEREAS, the parties hereto acknowledge that the other is or has a full-time regular fire department and fire service staff, with adequate and sufficient equipment to provide quality Services to persons and property within their respective service territories; and

WHEREAS, the geographic area in which the District and Glenview currently provide Services contains overlapping services areas, some areas of which are totally surrounded by areas of the other; and

WHEREAS, there exist inequities in the amount of taxes levied against numerous property owners who reside in areas which are within both the District and Glenview, and, consequently, those persons are subject to the taxing powers of Both the District and Glenview for the provision of Services that are available from the District or Glenview at substantially the same level of quality; and

WHEREAS, the District and Glenview seek to provide for all persons, entities and properties now dependent upon either the District or Glenview for a continuation of Services, as same now exist, at a cost which may be less than now incurred; and

WHEREAS, the District and Glenview recognize that several legal avenues are provided by which merger, transformation, disconnection, dissolution, annexation, assimilation or takeover may be accomplished with uncertain results or unnecessary or uneconomical procedures; and

WHEREAS, the District and Glenview instead seek to provide for the furnishing of Services in the future to their combined service territories by negotiated provisions acceptable to the District and Glenview as a result of which all persons, entities and properties served and protected by the District and Glenview will continue to benefit by the provision to them of quality Services; and

WHEREAS, attached hereic is a map depicting with substantial accuracy the territories of and properties to which the District and Glenview provide Services (see Exhibit 1); and

whereas, the District and Glenview are local governmental entities organized and existing under the laws of the State of Illinois, each having the power to enter into agreements, including but not limited to intergovernmental cooperation agreements, for the purpose of providing Services, or for the purpose of transferring their respective powers or functions with respect to providing such Services; and

WHEREAS, in recognition of their respective powers and rights as are found in the Constitution of Illinois, and various statutory provisions of the Fire Protection District Act, ILL.REV.STAT. ch.

127½, §21, <u>et seq.</u>, the Intergovernmental Cooperation Act, ILL.REV.STAT. ch. 127, §741, <u>et seq.</u>, and otherwise as may be appropriate, the District and Glenview seek to contract with each other with respect to the continued provision of Services to the persons, entities and properties within their respective territories and also to make provision for the payment to the District and Glenview for continuing to provide such Services; and

WHEPFAS, it is the intent and purpose of this Agreement to provide that territory which now comprises the Glenbrook Fire District with Services equal to or better than those presently being provided to this same territory.

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings each has made herein, the District and Glenview agree as follows:

#### SECTION ONE

#### COOPERATION AGREEMENT

The parties hereby agree that all prior statements and provisions made in this Agreement shall be and are incorporated herein as defining the scope, parameters and purposes of this Agreement. To the extent necessary for enforcement, any or all prior statements and provisions in this Agreement may be regarded as the promissory undertakings of the parties.

The parties shall use their best efforts to effectuate the purposes of this Agreement and shall at all times hereafter,

through their respective boards and representatives, conduct themselves with a view toward the creation and maintenance of a single Glenview municipal fire department that will continue to provide Services and function at the same level as is now being provided by the District and Glenview to their respective service territories.

#### SECTION TWO

#### PERSONNEL AND HIRING

The parties recognize that as a part of this Agreement, and to carry out the stated purposes hereof, it is necessary to assimilate all personnel of the District, including firefighters, firefighter paramedics, paid-on-call firefighters, paid-on-call firefighter paramedics, and all office support staff into the Glenview Fire Department in accordance with the terms of this Agreement.

any and all full-time and paid-on-call District employees and office staff members who have served as employees of the District (except as hereinafter provided with regard to the continued employment of Fire Chief Don Long of the District) to be employed by Glenview at the same level, seniority, status, class grade or rank as they were employed by the District prior to the effective date of this Agreement. Specifically, no District employee shall be assimilated into the Glenview Fire Department at a pay or benefits reduction. It is acknowledged that further personnel decisions may be required regarding salary, but it is the intent in general of the parties that those District employees assimilated

into Glenview at a pay rate lower than Glenview's shall have their salaries raised to the Glenview rate whereas those assimilated into Glenview at a pay rate above Glenview's rate shall have their salaries "frozen" at that level until the Glenview pay rate for that grade reaches the District employee's higher rate at the time of assimilation. The District acknowledges and represents that since the Consolidation Task Force Report of July 31, 1990, the District has given no promotions, and made no changes in pay grades, status or rank of any employee not disclosed to Glenview herein.

Except with regard to the promotions, classifications or changes in rank as afteredescribed, or as may otherwise be provided herein, Glenview agrees in deneral to be bound and governed by the provisions of Sections 10-2.1-1, et seg. of the Illinois Municipal Code, ILL.REV.STAT. ch. 24, \$\$10-2.1-1, et seg., Division 3, Article 5 of the Illinois Municipal Code, ILL.REV.STAT. ch. 24, §5-3-1, et seq., Chapter 2, Article IV, (2.)9 of the Code of the Village of Glenview, Chapter 14, Article III of the Code of the Village of Glenview, and such other laws and ordinances as may be applicable, regarding the hiring, placement, transfer and assimilation of the District's officers, employees and staff members. In that regard, the parties agree and recognize that neither these statutes nor other laws require the transfer or hiring of the Fire Chief of the District in the capacity of Chief and, further, the parties acknowledge that the District's position of Chief is not recognized for purposes of applying the

aforementioned statutes which address the assimilation of all other grades, classes, ranks or status. Notwithstanding this statutory treatment, Glenview does agree to give all due consideration to the wishes and concerns of Chief Don Long of the Fire District in the nature of continued employment with the Glenview Fire Department in any such position as may be practicable, taking into account Chief Long's preferences. Barring any other agreement made between the parties, Chief Long shall be employed at some title to be determined, in a capacity in substance similar to that of "Assistant to the Chief" at a salary and with benefits no less than those Chief Long is then receiving. This special hiring provision applies to Don Long only and to no other Chief who may occupy the position of Chief at the time of assimilation.

The parties hereto recognize that the transfer of employees by the District and the assimilation and hiring of these individuals by Glenview is a personnel concern of significant magnitude to many of the affected District employees. As such, and in recognition by the parties that a period of transition will assist to bring about the employment changes in a more orderly fashion, the parties hereto agree that the actual transfer of employment by the District employees and hiring by Glenview shall not be effective until May 31, 1994. Until that time, District employees shall remain District employees subject to the regular and ordinary promotional and personnel-related activities as may be entrusted under law to the District's Board of Fire Commissioners, pursuant ILL. REV. STAT. ch. 127%, §37.01, et seq., and the parties agree that

all appointment and promotional activities of the District's Board of Fire Commissioners between the date of this Agreement and May 31, 1994, shall be within the sole discretion of the District's Board of Fire and Police Commissioners except as may otherwise be provided under the terms of this Agreement. The District shall provide written notification to Glenview of all appointments, promotional activities and salary adjustments within 30 days of the making of the appointment, promotional activity or salary adjustment.

To the extent the District and Glenview shall promote any District or Glenvia employee to a rank above Lieutenant, between the date of July 1, 1990, and May 31, 1994, such appointment undertaken by the District and Glenview shall be provisional only, so conveyed by the District and Glenview to their respective employees, and shall be subject to further review, modification, rejection or confirmation by the Village Manager on or before August 31, 1994. All promotions made either by the District or by Glenview shall be made on an equitable and meritorious basis without any discrimination or favoritism between personnel of the District or Glenview. The modification or confirmation of a change in rank shall be subject to the availability of funds therefor as a part of the normal budgetary process of Glenview. No change in an individual's personnel status by the Village Manager as referred to in this paragraph shall result in the District or Glenview employee being restored to a lesser pay rate as was the

individual's pay rate (including periodic increases) prior to the provisional promotion as referred to herein above.

Further, between this Agreement date and May 31, 1994, the District shall create no new ranks or positions except for the three (3) firefighter/paramedic positions created in January, 1991.

Any person holding the rank of firefighter in the District or  $\varphi$ in Glanview who was hired on or after May 1, 1974, may be required to attain certification as an emergency medical technicianparamedic at the sole discretion of Glenview, with the exception of no more than two District firefighters to be named by Chief Don Long no later than July 1, 1991.

To the purpose of this Section, the District and Glenview agree that the further condinated efforts of their respective department's personnel will be needed for an orderly transition and in that regard the parties shall by flexible and shall cooperate with each other in order to effectuate the transition contemplated herein. In furtherance of the transition, the District agrees to transfer all personnel and other administrative files, documents and records to Glenview, or copies thereof, no liver than January 1, 1994, or sooner, as such need may arise in the soic discretion of Glenview, and not less than quarterly thereafter, as may from time to time be requested by Glenview.

The District shall also supply to Glenview no later than January 1, 1994, copies of all litigation and/or threatened litigation in which it is presently involved and/or is a party.



#### SECTION THREE

#### PROVISION OF SERVICES

The parties recognize that this Agreement will provide for the transfer by the District to Glenview of all of the District's powers and functions for providing Services, retaining unto the District only those statutory taxing powers it may have and certain other powers as may be set forth in this Agreement.

As such, the parties acknowledge and agree that the agreement made herein is made in recognition of and pursuant to various State of Illinois Constitutional and statutory provisions which permit and facilitate the purposes of this Agreement, including the following:

ARTICLE VII, Section 15 of the Constitution of Illinois (1970) which provides:

#### \$10. Intergovernmental Cooperation

- (a) Units of local government and school districts may contract or otherwise resociate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or slate services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.
- (b) Officers and employees of units of local government and school districts may participate in intergovernmental activities authorized by their units of government without relinquishing their offices or positions.
- (c) The State shall encourage intergovernmental cooperation and use its technical and financial resources to assist intergovernmental activities.



Section 3 of the Intergovernmental Cooperation Act, ILL.REV.STAT. ch. 127, §743 which provides:

#### 743. Intergovernmental agreements

§3. Intergovernmental agreements. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment. This includes, but is not limited to, arrangements between the Illinois Student Assistance Commission and agencies in other scates which issue professional licenses.

and,

Section 11a of the Pire Protection District Act, ILL.REV.STAT. ch. 1274, §31a which provides:

#### 31a. Contracts for fire protection

§11a. The Board of Trustees of any fire protection district organized hereunder may contract with any corporation organized to furnish fire protection service or with any association organized to furnish fire protection service or with any city, village, incorporated town, or organized fire protection district lying adjacent to such district for fire protection service to be furnished by such corporation or such association or such municipality of fire protection district for the property within such district or to be furnished by such district for the propercy within such municipality. The board of trustees may 2130 contract for the installation, rental or use of fire hydrants within the fire protection district and for the furnishing of water to be used within such district for fire protection purposes, and for mutual aid from and to other fire protection districts, and for mutual aid from and to corporations and associations organized to furnish fire protection service and for mutual aid from and to municipalities.

Based upon their powers to do so by intergovernmental agreement, the parties hereto agree that effective with the date of

this Agreement or such other future date upon which the parties agree, but in no event later than August 1, 1991, unless otherwise provided, and subject to escrow provision E of this Section Three, the District and Glenview shall have completed the following acts, all with a view toward transferring to Glenview all of the District's obligations and duties to provide Services, together with all of the District's real property, improvements and appurtenances attached or related thereto, if any, and all personal property, agripment and assets of every kind and nature, real, personal or mixed:

A. The District shall convey to Glenview without payment any and all real property owned by the District, through its Board of Trustees or otherwise, by execution and delivery to Glenview of a Quit Claim deed or other instrument of transfer as may be necessary to effectuate transfer of the District's title to the real property, with improvements and appurtenances, if any, together with the further execution and/or transfer by the District to Glenview of any other instrument or document incident to the transfer of title or necessarily related to the recordation of the document or documents of transfer in accordance with the form of the documents attached hereto as Exhibit 2.

Such transfer shall be without bid or auction; instead, this transfer shall be effectuated through Section 10a of the Fire Protection District Act, ILL.REV.STAT. ch. 1274, §30a and an Act in Relation To the Transfer of Interests in Real Estate by Units of Local Government, ILL.REV.STAT. ch. 30, §156, et seq. In

connection therewith, both the District and Glenview shall undertake to make any requisite declarations provided for in these statutes, by ordinance in form and substance as are those forms attached hereto as Exhibit 3. After the effective date of transfer, however, the District shall retain the right under this Agreement to conduct the District Board of Trustees' meetings at the location of the station now located on Landwehr Road or, in the absence of that location, at such other Glenview Fire Station that may then exist.

Glenview Esknowledges the existence of a certain document which purports to address option rights exercisable by the Board of Education of Township Figh School District No. 225, Cook County, Illinois, dated October 19, 1970, with respect to the subject real estate. Whereas, not conceding the validity of said document, Glenview hereby agrees to hold harmiess and indemnify the District and its individual trustees from any lows, claims, judgment, costs, demands, causes of action or expense, including attorney's fees with respect to any litigation concerning said document to the extent that any existing insurance coverage may not be available to the District or its Trustees.

B. The District shall convey to Glenview without payment any and all personal property, including, but not limited by description, to all fire trucks, pumpers, vehicles, ambulances, emergency medical equipment, firefighting equipment and supplies whether on hand or on order, and all other articles or assets belonging to the District as of the date of transfer, as is, which

transfer shall be by execution and delivery to Glenview of an appropriate Bill of Sale, together with such other documents or certificates of title, duly signed, as are necessary to cause the conveyance, transfer or assignment to Glenview of the District's right, title or interests therein. The documents necessary to effectuate said conveyance shall be in form and substance as those attacked hereto as Exhibit 4.

Such transfer shall be without bid or auction; instead, the transfer shall be effectuated through Section 10a of the Fire Protection District Act, ILL.REV.STAT. ch. 1274, §30a.

In connection with this transfer of personalty, the District does hereby declare that the property and equipment to be transferred is no longer peaded by the District in view of the operation of this Agreement.

- C. On and after May 31, 1994, Glenview shall provide Services to the entire area of the District equal to or better than those presently being provided to the same territory, regardless of any actual collection rates or deficiencies in collection of taxes levied by the District pursuant to Section Five of this Agreement.
- D. As of May 31, 1994, Glenview accepts and agrees to pay all future maintenance, repair and operating expenses of the District arising from or necessitated by the operation of this Agreement subject to repayment thereafter by the District as hereinafter provided.

In connection therewith, Glenview shall report all incidents of Service performed and any other information to the District as may be needed by the District to prepare any audit as may be required by law.

E. The parties agree that upon demand by either, the parties shall deposit all documents to be prepared under this Agreement with an agreed upon escrowee (or, in the event no agreement is made in that regard, with Chicago Title & Trust Company, which shall serve as escrovie), with such deposits to be made on or before August 1, 1991, or such other earlier date as facilitates the disconnection resolution required of the District in Section Five hereof. Escrow expenses shall be divided equally between the parties. The escrow agreement shall provide, at least, that the transfer documents of the District as required by Section Three, paragraphs A and B, shall be given over to Glenview no later than May 31, 1994, without exception or condition, save only for demand therefor made by Glenview. The effective data of transfer of all real estate or personal property which becomes the subject of any document on deposit with the escrow agent shall be the signature, approval or resolution date, as applicable.

During the existence of the escrow, the District shall be free to purchase new equipment, within its reasonable needs, subject to the prior approval of Glenview, which approval shall not be unreasonably withheld. Title to new equipment, and documents effecting the transfer thereof to Glenview, shall be placed in escrow under this provision. Existing equipment, even though

transferred to Glenview hereunder, may be sold, traded or transferred at the request of the District. Glenview shall cooperate in the event of such equipment transfer, sale or trade requests and Glenview shall execute any documents necessary to effectuate the transfer, sale or trade.

F. The parties acknowledge that their respective fire codes are substantially the same. After May 31, 1994, Glenview's fire codes or those fire codes adopted by Glenview for inspectional purposes shall be uniformly enforced throughout that territory which now comprises the District and Glenview so that all property which is the subject of this Agreement shall be subject to Glenview's inspection. On the other hand, nothing in this Agreement shall give Glenview the right or power to enforce its building codes in those territories which remain District property and are not disconnected from the District as part of this Agreement or otherwise.

#### SECTION FOUR

#### DISCONNECTION OF DOUBLE-TAXED PROPERTIES FROM DISTRICT

The parties acknowledge that there are numerous carcels of property, including but not limited to those properties commonly known as VALLEY-LO, INDIAN RIDGE and the WILLOWS territories, among others, which are subject to the double taxation as discussed and referred to in this Agreement. The parties refer to these parcels by description only in this Section Four, but reserve the right to either party to incorporate the legal description of any affected

property which is double-taxed as of the date of this Agreement by the addition of a rider or riders hereto, at any time hereafter.

No later than August 1, 1991, the District shall have completed such acts as are necessary to permit the disconnection from its territory of those double-taxed areas which lie within the territories of both the District and Glenview. The District shall permit such disconnection by voluntary act of disconnection or by consenting and not objecting to any efforts to disconnect those properties that are double-taxed, or by cooperating in such other lawful effort to cause disconnection of these properties, or any of them, as may be appropriate. In this regard, the District shall be guided by the requests of any, made upon it by the double-taxed property owners and the District shall, for instance, permit disconnection by its resolution, upon demand made, or allow any petition to disconnect to go without objection or contest.

Specifically, and for the purpose of accomplishing the disconnections contemplated by this Section Four and this Agreement, the District, by regular or special meeting as may be appropriate, shall, on or before August 1, 1991, adopt a Resolution in form as that attached hereto as Exhibit 5 which consents to the disconnection of the various double-taxed properties, all as provided by ILL.REV.STAT. ch. 127%, §38.1.

The District agrees to adopt any resolutions in the future which cause disconnections as contemplated by this Agreement, to the extent double-taxed properties become known or discovered or are otherwise made the subject(s) of the disconnection purpose of

this Agreement. Therefore, it is the agreement of the parties that in the event disconnections of property are not accomplished by resolution of the District adopted on or before August 1, 1991, these properties, whether not now disconnected through inadvertent omission or otherwise, may be disconnected through District resolution at any time hereafter.

For that period of time between January 1, 1992, and May 31, 1994, Senview agrees to pay a sum to the District in return for the District's agreement hereunder to continue to provide Services to all previously double-taxed areas made the subject of disconnections harmander. The District shall receive an amount equal to the sum that would have been realized if the properties referred to hereunder and any other properties that may be disconnected from the District, and annexed into Glenview subsequent to the date of execution of this Agreement had not been disconnected. The amount to be paid to the District shall be the amount the District received in the year prior to disconnection. Under no circumstances shall Glenview make oryment to the District for any period during which the District is receiving taxes from the same property. Said amounts shall be paid by Glenview in installments, to wit April and September of each payment year through May 31, 1994.

#### SECTION PIVE

#### FUNDING - TAX REVENUE

Effective as of May 31, 1994, and continuing thereafter as the needs and opportunities arise, Glenview shall annually, and as

otherwise provided or permitted by law, provide the District with an estimated budget, specifying estimated expenses for the following tax year in connection with the provision by Glenview of Services to the territory served by the District under this Agreement. The following expenses as they appear on Glenview's budget and appropriation ordinance and as subsequently confirmed by an annual audit of Glenview's expenses, a copy of which is to be provided to the District, shall be the basis in providing the District with an estimated combined budget:

_	Committee Barrelows	
a.	Glenview Fire Department	
	Current Year's Budget	<del></del>
b.	Employee health, life and dental	
	insurance, and such other forms	
	of employee compensation and	
	benefits as may be established	
	from time to time:	
	Health Insurance	•—•
	Life Insurance	
	Dental Insurance	
	Other	<u> </u>
c.	Worker's Compensation Insurance:	CO
	(i) Sworn personnel	
	(ii) Clerical personnel	
d.	Firemen's Pension Fund Tax levy,	
	extended and collected	
e.	Depreciation on Fire Station	

f. Depreciation on Capital Equipment	
(included in "a." above)	
g. Current year's E.S.D.A. Budget	
Subtotal ag. above	
h. 3.75% Administrative Fee	
Total Cost of Glenview Fire Department	
Operation for Current Year	

This estimate of expenses by Glenview shall and/or is intended by the parties hereto to be in an amount which equals the pro rata aggregate equalized assessed value of the District territory as a percentage of the equalized assessed value of the Glenview territory and the District when added together multiplied by Glenview's budget to be established for the following tax year in connection with the provision by Glenview of services to Glenview and the District based upon the following formula:

Α.

Current District Equalized

Assessed Valuation ("DEAV")

DEAV + Current Glenview Equalized

Assessed Valuation ("GEAV")

Prorata Percentage

В.

Total Cost of Services to Glenview x Prorata Percentage

= Cost of Services for District

The District shall, on its own, levy such additional taxes as are necessary to pay such reasonable additional administrative expenses incurred by the District and salaries to which the District might be entitled under this Agreement, and in accordance with law.

Based upon this estimate of expenditure, the District, through its Board of Trustees, and in accordance with law, shall annually make an appropriation of the amount needed to satisfy the expense needs with respect to the provision of Services by Glenview to the District territory, and shall thereafter on a timely basis adopt and file with the County Clerk an annual tax levy ordinance in accordance with and not to exceed its statutory authority, to cause the levy of taxes against the equalized assessed value of all property within the District in such amount as is needed to satisfy the expense of providing Services, taking into account all applicable limitations on taxes or maximum amount of tax rates permitted.

Upon collection, and to pay for the Services provided by Glenview, all annual tax revenues received by the District, minus the District's administrative expenses, shall be immediately forwarded to Glenview. The District shall recein those administrative expenses as may have been levied over and above Glenview's requirements as might be necessary to carry out the District's tax appropriation and levy obligations, and to pay the District's Trustees such salaries to which they are lawfully entitled.

The parties recognize that there is significant territory which has been annexed into Glenview over the years but which territory remains within and a part of the District for which territory the District provides Services and levies taxes to pay for the Services. As a result, the owners of such territory being within the District and within the municipal boundaries of Glenview, unless having been disconnected by the District, have been doubly taxed to pay for the Services.

This Agreement contemplates, and has as one of its purposes, the alleviation of this double taxation levied against property to owners whose properties have not been disconnected by the District and are located both within the territory served by the District and the municipal boundaries of Glenview.

The parties agree and acknowledge that the arrangement to fund the cost of this Agreement in the manner provided by this Section Four comes from those powers vested in them by Illinois law, and particularly provided for by \$10a of ARTICLE VII of the Constitution of Illinois.

The District shall not make any purchases or otherwise incur indebtedness or otherwise enter into any contractual arrangement or be involved in any other undertaking which requires payment and funding by the District beyond May 31, 1994, without the prior written consent of Glenview.

#### SECTION SIX

#### AUDITS AND PISCAL YEAR

Nothing contained in this Agreement shall alter or eliminate the District's continuing duty to comply with auditing statutes and law applicable to the District regarding the preparation of an annual audit of the District's financial statements of all accourant, funds and other moneys in the care, custody or control of the District's Trustees.

The District shall immediately cause the audit of its financial statements as of its fiscal year which ends May 31, 1991.

To the extent that bookkeeping or auditing practices are made better or easier, or that economic savings or other Glenview financial or municipal purposes may be better served by changing the District's fiscal year in the future to some other fiscal or calendar year, such as that year which coincides with Glenview's fiscal or calendar year, the District shall do so.

At any time prior to May 31, 1994, that the District shall become involved in any litigation or claims or demands made by others, it shall inform Glenview. To the extent that any claims or litigation settlement possibilities arise on or before May 31, 1994, Glenview shall be involved, through a designated representative, in any negotiations with respect to such settlement possibilities and shall have the right to render an opinion regarding any decision or decisions but the ultimate decision shall lie with the District.

Glenview shall defend against, indemnify the District, hold the District harmless, and satisfy all judgments, awards or recoveries which may arise from all claims, demands or causes of action brought against the District to the extent insurance to the District is unavailable, for all claims, demands and causes of action which arise out of events or occurrences which take place after May 31, 1994, regardless of the location of the event or occurrence. However, Glenview shall not be liable for nor responsible to hold harmless or indemnify the District's Board of Trustees for any errors, actions and/or omissions of the District's Board of Trustees.

#### SECTION SEVEN

#### INSION PUND

With respect to the District's pension fund, the parties agree that they shall undertake such acts as are necessary, including auditing said fund in accordance with the municipal auditing Act, ILL.REV.STAT. ch 85, §701, et seg. The District further agrees that it shall allow Glenview, at Glenview's scie cost and expense, and Glenview agrees that it shall allow the District, at the District's sole cost and expense, to immediately conduct its own certified audit and actuarial valuation of the other's pension fund to commence upon the execution of this Agreement. Both the District and Glenview shall cause their respective pension funds to be fully funded up to actuarial requirements for all personnel as of May 31, 1994. To that purpose, the District and/or Glenview shall have the right to request of the other a certified statement



prepared by their respective auditor reflecting the fully funded status of the party's respective pension fund as confirmed by an independent actuarial valuation. The cost of the actuarial valuation shall be borne by the party requesting the valuation. The District shall transfer to Glenview on May 31, 1994, the existing pension fund moneys of the District for purposes of funding the transferred District's employees' pension fund on a current continuing basis. Glenview shall not combine the District's tension fund with the Village's pension fund until such time that both pension funds are 100% funded as verified by an actuarial valuation.

#### EXCTION EIGHT

#### SEYERI BILITY

The finding or determination of the invalidity of any portion of this Agreement shall not result in the nullification or invalidity of any other portion of the Agreement or of the Agreement in its entirety; however, it is the agreement of the parties that the disconnection provision set forth in this Agreement and the disconnection purposes to be served by this Agreement shall be accomplished and in the event that any finding or declaration shall prevent the disconnections contemplated by this agreement, the Agreement shall be null and void in all other respects. On the other hand, to the extent that any further negotiations between the parties may cause an amendment to any portion of this agreement declared to be invalid, the parties agree

that they shall continue in the future to consider such negotiations as might be necessary to amend the provisions hereof so that any judicial objection, if any, raised with respect to that portion of this Agreement may be worded in an enforceable manner.

#### SECTION NINE

#### EFFECTIVE DATE

This Agreement shall be effective upon its date set forth on the first page hereof. However, the parties agree that this Agreement shall be used by them and approved by the Court in conjunction with the settlement and dismissal of that action now pending in the Circuit Court of Cook County, County Department, County Division known as Egge No. 91 CO 3.

IN WITNESS WHEREOF, this Agreement has been executed for and on behalf of the VILLAGE OF GLENVIEW by its President and attested by its Clerk and for and on behalf of the GLENBROOK FIRE DISTRICT by its President and attested by its Secretary, all pursuant to authority given by the governing boards of each.

VILLAGE OF GLEWIEW

President

Date: 1/4 /8, 1991

ATTEST:

Village Clerk

Date: ///

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-26-

	Village of Glenview Village Manager
	VILLAGE OF GLENVIEW BOARD OF FIRE AND POLICE/COMMISSIONERS  Ohn Meng
ATTEST:	GLENBROOK FIRE DISTRICT  MOUSSOUR  President  Date: Yuve 20, 1991
Secretary Date: 6 - 2 7 - 9/	GLENBROOK FIRE DISTRICT BOARD OF FIRE COMMISSIONERS
	Christine m rapo
	GLENBROOK FIRE DISTRICT PENSION BOARD  Att. Follow See Year 6-28-91

#### **List of Exhibits**

Exhibit 1 Overlapping Jurisdiction Map

Exhibit 2 Exhibit(s) Relating to Transfer and Conveyance of Real Estate

Exhibit 3 Ordinance(s) and/or Resolution(s) necessary to Transfer Such Real Estate

Exhibit 4 Documents Relating to the Transfer and Conveys ance of Personal Property Including Ordinance (and/or Resolutions necessary to Authorize such Transfer and Conveyance

Exhibit 5 Glenbrook Fire Resolution Consenting to Disconnection of Properties

# Exhibit 1

Overlapping Jurisdiction Map erla,
Or Coot County Clark's Office

91.13210

Method Exhibit map to be larger and reproduced by Village of Golewiew and inserted here.

## Exhibit 2

Exhibit(s) Relating to Transfer and Conveyance of Coot County Clort's Office Real Estate

## Exhibit 3

Ordinance(s) and/or Resolution(s) necessary to LE. FOOT COUNTY CLOSES OFFICE Transfer Such Real Estate

# Exhibit 4

Documents Relating to the Transfer and Conveyance of Personai Property Including Ordinance(s) and/or Resolutions necessary to Authorize such Transfer and Conveyance Clert's Office

## Exhibit 5

Glenbrook Fire Resolution Consenting to Disconies County Clorks Office nection of Properties

91432102

### **UNOFFICIAL**<sub>4</sub>COPY

#### GLENDROOK PIRE DISTRICT RESOLUTION CONSENTING TO DISCONNECTION OF PROPERTIES

WHEREAS, the Board of Trustees of the Glenbrook Fire District acknowledges that it no longer owns any firefighting equipment or operates a firefighting department, all as a result of the operation of a certain separate intergovernmental agreement as to which the Board is a party, and

VHEREAS, the Board further acknowledges that there is no outstanding bonded indebtedness against the District or its territory, or any part thereof, and

WHEREAS, attached hereto are certain legal descriptions of properties which have in the past been annexed by the Village of Glenview, and

WHEREAS, at the time of these annexations, the Village of Glenview had an arrangement, contractual or otherwise, which obligated the Village of Glenview to furnish fire protection to certain portions of the Glenbrook Fire District, and

WHEREAS, the Board of Trustees of the Glenbrook Fire District undertakes this resolution pursuant to the terms of the separate intergovernmental agreement as to which the Glenbrook Fire District is a party, so as to cause the disconnection from the District of certain territories which are legally described in the materials attached hereto.

NOW, THEREFORE, Be It Resolved By The Board Of Trustees Of The Glenbrook Fire District as follows:

<u>section I:</u> The Board of Trustees of the Glenbrook Fire District hereby consents to the disconnection of those annexed territories legally described in the materials attached hereto, including, but not recessarily limited to, those territories commonly known as the Willows, Indian Ridge and Valley-Lo.

Section III The Board of Trustees of the Glenbrook Fire District consents to the attachment hereto now or at any time hereafter of all descriptions made of those properties to be disconnected and further consents to the attachment hereto of a certified copy or copies of the Village of Clenview annexation ordinance or ordinances which caused those prior annexations.

Section III: The Board of Trustees of the Glenbrook Fire District shall file or cause to be filed with the court, or shall permit the filing with the court by the Village of Glenview or its authorized representative, this resolution, or any certified copy thereof, which shall permit the Circuit Court of Cook County, Illinois, to enter an order disconnecting those properties legally described from the Glenbrook Fire District and, for all fire protection and emergency medical purposes, finalizing the annexation of those same

territories or properties to the Village of Glenview for fire protection and emergency medical purposes.

Section IV: All actions as might be necessary to be done pursuant to ILL.REV.STAT. ch. 127%, §38.1 are hereby consented to by the Board of Trustees of the Glenbrook Fire District, including the preparation and presentation to the appropriate court in the Circuit Court of Cook County of any order of disconnection. This resolution shall serve as the Board's agreement to such order without further action being needed by the Board.

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		President, Grand of Trustees	91
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		0,50	3000 3000
	1.	Secretary,	

#### LEGAL DESCRIPTION RIDER

The West 124 Feet of the East 264 Feet of the North 432 Feet of Lot 7 (Except therefrom the North 235 Feet thereof) in County Clerk's Division of the South 1/2 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3507 Glenview Road, Glenview, IL 60025 P.I.N. 04-33-300-073

The West 124 Feet of the East 264 Feet of the North 235 Feet of Lot 7 in County Clerk's Division of the South 1/2 of Section 33, Township 42 North. Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3507 Clanview Road, Glenview, IL 60025 P.I.N. 04-33-300-072

The E 217.80 Feet of the W 2(7.80 Feet of the N 200.00 Feet of Lot 1 in Owner's Subdivision or the S Half of the Northeast Quarter of Section 29, Township 42 North, Range 12, East of the Third Principal Meridian, recorded July 14, 1953 as Document Number 15668575, in Cook County, Illinois.

Option Option Common Address: 1901 Landwehr Road, Glenview, IL 60025 P.I.N. 04-29-201-005

PREPARED BY AND MAIL TO:

RANDALL, GAYLE & PATT 800 Waukegan Road Suite 300 Glenview, IL 60025

