UNOFFICIALS COOPY P-90-42 9 3 3 2 4 3 7 3 LAW OFFICES

## RANDALL, GAYLE & PATT

# CHARD L GATLE 4\*\*\*\*\*\* P PA\*\* JEFFREY W RANDALL FRED R SHEDWAY AARON TAKSIN CTNTHIA L M.EFFER MICHAEL G. PHILLIPS

SUITE 300 GOO WAUKEGAN POAD SLENVIEW, ILLINOIS 60025 (708) 729-9:00

FAR (708) 729-5462

August 7, 1990

Mr. Joseph Gingles 2117 Chestnut Avenue Glenview, 77 60025

PIN NO: 04-27-401-606 Re: 2117 Chestnut

Glerview, Illinois

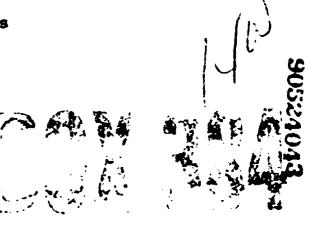
AGREEMENT RE 2117 CHESINUT Stew. 7 Huber 195/90

Dear Mr. Gingles:

The following sets forth the terms of the agreement reached between you and the Village of Glenview (the "Village") respecting certain temporary walvers by the Village of its Subdivision Code regarding the above property (the "Property"). The temporary waivers are granted in consideration of your agreement to commence the construction of cortain improvements as required by the Subdivision Code and to complete same, 1) within six (6) months from June 30, 1995, 2) at the time the Property is sold; or 3) at the time the Property is redeveloped, whichever of the three events shall first occur.

Based upon your agreement to the foregoing, the Village hereby temporarily waives the following requirements, subject to the time limitations as hereinabove proscribed:

- 1. Formal platting approval.
- Sidewalks across the frontage of the Propercy
- 3. Landscaping
- Storm water detention
- Storm sever improvements
- 6. Installation of parkway trees
- 7. Flood plain requirements



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Mr. Joseph Gingles August 7, 1990 Page Two

In addition, the Village further agrees as follows: 1) to defer recapture respecting your proportionate cost of construction of the water main along Chestnut Avenue in the amount of \$10,006.96 until the Property is either sold and/or developed (note that interest continues to accrue at 8% annually); 2) to allow the stone base that is presently installed in the parking lot to remain in place and an asphalt surface thereon not be required at this time; 3) to permit the four flat presently located on the Property to remain in operation until the Property is sold and/or redeveloped; and 4) to permit discharge of the storm sewer into the railroad right-of-way.

If the foregoing accurately sets forth the terms of our agreement, please sign and date each of the two (2) copies of this letter where indicated and return same to the undersigned for recording with the office of Recorder of Deeds of Cook County or the Registrar of Titles, as the case may be.

Very truly yours,

JMR/js

Jerfrey M. Randall

AGREED:

Joseph Gingles

Dated: (mag 14, 1990)

UNOFFICIAL, COPY

## LEIAL DESCRIPTION FOR 2117 CHESTAUT

Of a tract of land described as follows: Commencing at a point 145.25 ft. west of the east 1/4 corner of Section 25. Township 42 North, Range 12 East of the 3rd, PM., thence running west along the mast and west mentering of said Semtion 27, 189.88 ft to the easterly line of the right of way of the Chinago, Milwausee and St. Faul Tol. thence south ensteris along said right-of-ways (ទី១៩៩ fts, themse east 80.16 ft., then e north parallel to the east line of Section 27. aforeward. 230.4 ft. to the place of beginning lexie; the north 80.0 ft. of said tract, dedicated, and or, used for public highway and also known as described as the westerly a acre of lot 6 sevent the north 5%. If it is said tract desimated and on used for public highway of Bugen's terly name of lot 6 seveept the north 50% of said tract 960 rates and or used for public highest of Rugen's Sundivision in Landing 42 North, Banke 12 East of the Initiaring public formulas.