

Third Extension and Amendment of the Intergovernmental Agreement to Jointly Develop Property within East Hazel Crest & Homewood

WHEREAS, on or about November 19, 2012 Village of East Hazel Crest, Cook County, Illinois ("East Hazel Crest") and the Village of Homewood, Cook County, Illinois ("Homewood") entered into an intergovernmental agreement ("Agreement") to encourage commercial development of vacant or underutilized property located in both municipalities north and south of 174th Street west of Halsted Street; and

WHEREAS, Section Three of the Agreement provides that the Agreement could be extended by mutual agreement of the parties; and

WHEREAS, Section Four of the Agreement provides that the Agreement may be amended by mutual agreement of the parties; and

WHEREAS, East Hazel Crest and Homewood have, from time to time, extended the Agreement term; and

WHEREAS, East Hazel Crest and Homewood desire to extend the Agreement term once again and to amend Exhibit A to the Agreement to accurately reflect the parcels East Hazel Crest and Homewood seek to jointly develop.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below and in the original Agreement, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

A. Section Three is deleted in its entirety and replaced with the following:

SECTION THREE - TERM

1. If the State of Illinois by December 31, 2018 fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site, this agreement shall terminate on December 31, 2018, unless extended by mutual agreement of the parties.
2. If the State of Illinois enacts legislation by December 31, 2018 allowing for a gaming facility to potentially be located on the Development Site,

but the Illinois Gaming Board subsequently grants an owners license for another site, this agreement shall terminate upon final award of the owners license to another site.

3. If the State of Illinois enacts legislation by December 31, 2018 allowing for a gaming facility to be located on the Development Site, and the Illinois Gaming Board grants an owners license for the Development Site, this agreement shall remain in effect for as long as an owner's license is utilized on the Development Site.

B. Exhibit A to the Agreement depicting the Development Site is amended by deletion of the following properties:

Parcel 1:

Lot 1 in M-R Bank Subdivision, a Resubdivision of Lot 2 in Richmond Subdivision, a Subdivision of Part of the East ½ of Southeast ¼ of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
PIN 29-29-409-022-0000

Parcel 2:

Lot 1 (excluding the East 25.00 feet) in Matteson Richton Bank Subdivision, a Subdivision in the East ½ of Southeast ¼ of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
PIN 29-29-409-027-0000


Parcel 3:

Lot 1 in Richmond Subdivision, being a Subdivision in the East ½ of Southeast ¼ of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, according to the Plat thereof recorded December 2, 1980 as Document 25688712, (excepting from said Lot 1 that part dedicated for street by Plat of Dedication recorded November 30, 1984 as Document 27355903), in Cook County, Illinois.
PIN 29-29-409-018-0000


Other than as amended above, the remainder of the original Agreement shall remain effective.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This agreement may be executed in duplicate originals.

VILLAGE OF EAST HAZEL CREST

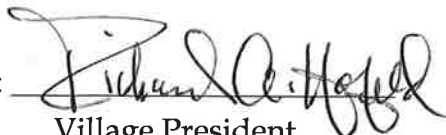
By: 
Village President

Attest:


Village Clerk

Date: 9-27-17

VILLAGE OF HOMEWOOD

By: 
Village President

Attest:


Village Clerk

Date: 9/13/17

