

Fourth Extension - 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, East Hazel Crest and Homewood desire to extend the Agreement term.

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 that Section Three is hereby deleted in its entirety and replaced with the following:

SECTION THREE - TERM

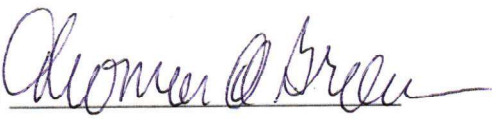
1. If the State of Illinois by December 31, 2019 fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site, this agreement shall terminate on December 31, 2019, unless extended by mutual agreement of the parties.
2. If the State of Illinois enacts legislation by December 31, 2019 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, 2019 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.

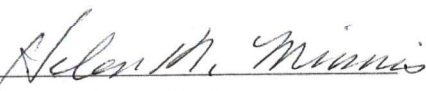
Other than as amended above, the remainder of the original Agreement, as amended from time to time, shall remain effective.

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

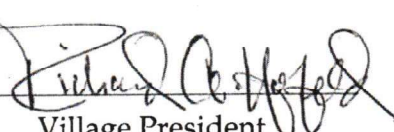
By: 
Village President

Attest:

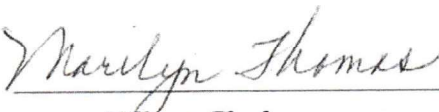

Village Clerk

Date: 12-12-18

VILLAGE OF HOMEWOOD

By: 
Village President

Attest:


Village Clerk

Date: Dec. 11, 2018