

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CHICAGO TRANSIT AUTHORITY AND THE CITY OF CHICAGO FOR TAX  
INCREMENTAL FINANCING FOR REHABILITATION OF  
THE CTA WILSON STATION**

**THIS AMENDMENT**, dated this 17<sup>th</sup> day of June, 2014 (**"Amendment"**) shall amend and modify the Intergovernmental Agreement (**"Agreement"**) entered into July 8, 2011, by and between the City of Chicago (**"City"**) acting through its Department of Planning and Development (**"DPD"**), and the Chicago Transit Authority, an Illinois municipal corporation (the **"Authority"**). The City and the Authority are hereinafter sometimes individually referred to as a **"Party"** and jointly referred to as the **"Parties."** Terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement.

**WHEREAS**, the Parties entered into the Agreement for the City to pay CTA an amount not to exceed \$3,000,000 from the Wilson Yard TIF funds as payment for expenses related to the CTA Wilson Station rehabilitation project (**"Project"**); and

**WHEREAS**, the Agreement provides that the Project shall commence in 2010 and shall be completed no later than December 31, 2013; and

**WHEREAS**, the Project's start and completion dates need to be extended to accommodate changes in the Project schedule resulting from the CTA's redesign efforts to comply with environmental and national historic preservation requirements; and

**WHEREAS**, the Parties now wish to amend and modify the Agreement, in accordance with Section 12 of the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Section 3(a) of the Agreement shall be stricken in its entirety and replaced with the following:

"The parties acknowledge that the Project shall begin in 2014 and shall be completed no later than January 31, 2017."

2. To the extent the provisions of the Agreement are in conflict with the provisions of this Amendment, the provisions of the Amendment shall control.
3. The remaining terms, provisions and conditions of this Agreement shall remain in full force and effect.

**CITY OF CHICAGO**, a municipal corporation, through its Department of Planning and Development



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Andrew J. Mooney, Commissioner

**CHICAGO TRANSIT AUTHORITY**, a municipal corporation

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Terry Peterson, Chairman

Approved as to form and legality for the CTA:

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Attorney