

**AMENDMENT No. 1 TO THE INTERIM AGREEMENT FOR THE OPERATION AND  
MAINTENANCE OF A COMMUTER PARKING FACILITY AND LICENSE  
REGARDING ENCROACHMENT ON METRA PROPERTY IN THE VILLAGE OF  
HOMewood, ILLINOIS**

**THIS AMENDMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022, shall amend and modify the Interim Operation and Maintenance Agreement entered into on December 14, 2021 (the “**Interim OMA**”) by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”) and the Village of Homewood, an Illinois municipal corporation (“**Municipality**”). Metra and Municipality are hereafter sometimes individually referred to as “**Party**” and jointly referred to as the “**Parties**.”

**RECITALS**

- A. As part of the State mandated winding up of the Chicago South Suburban Mass Transit District (“**CSSMTD**”) the CSSMTD transferred its ownership in certain parking property to the Municipality.
- B. Municipality, Metra, and Amtrak are working together to construct several improvements at the Homewood commuter facility including a covered ADA ramp to the Homewood Station.
- C. The ADA Ramp displaced over fifty parking spaces. Metra has replaced the displaced spaces by building a new parking facility on Metra property (“**Lot No. 6**”).
- D. The Parties have been diligently working on a long-term comprehensive Operation and Maintenance Agreement (“**OMA**”) whereby the Municipality will operate and maintain, Lot No. 6, and related improvements and acknowledges areas of encroachment onto other Metra property by improvements which the Municipality is responsible for maintaining (combined, Lot No. 6 and the areas of encroachment onto other Metra property are the “**Premises**” as more fully defined in the Interim OMA).
- E. While the Parties continue to develop the comprehensive OMA, the Parties agreed to the Interim OMA, which allows Municipality to operate and maintain Lot No. 6, related improvements, and areas of encroachment onto Metra property.
- F. The Interim OMA is set to expire, June 30, 2022. The Parties would now like to extend the Interim OMA to allow for more time to negotiate the comprehensive OMA.
- G. The Parties agree to amend the Interim OMA to extend its term.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, which by this reference are hereby incorporated into this Amendment, the mutual agreements set forth herein and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged by the Parties, the Parties agree amend the Agreement as follows:

1. The second sentence of the second to last paragraph of the Interim OMA beginning with “The term of this Interim OMA will . . . .” is hereby deleted in its entirety.
2. The Parties agree that this Interim OMA will extend, without interruption, beginning on January 1, 2022, and extending until it is extinguished by the more comprehensive long-term OMA.
3. To the extent the provisions of the Agreement are in conflict with the provisions of this Amendment, the provisions of this Amendment shall control.
4. Terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. The remaining terms, covenants, provisions, and conditions of the Agreement shall remain in full force and effect.

**(Signature Page to Follow)**

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

**COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY: VILLAGE OF HOMEWOOD:**

By:

By: \_\_\_\_\_

\_\_\_\_\_  
James M. Derwinski, CEO/Executive  
Director

\_\_\_\_\_  
please print name and title