

**APPROVE ENTERING INTO A LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA
FOR USE OF LAND AT THE TAFT HIGH SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a Lease Agreement with the United States of America for use of a portion of land at the Taft High School site. A written Lease Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this Lease Agreement is stated below.

TENANT: United States of America
c/o Federal Aviation Administration
2300 East Devon Avenue
Des Plaines, IL 60018
Contact: Jon Landin
Phone: 847-294-8061

LANDLORD: Board of Education of the City of Chicago

PREMISES: A tract of land containing 0.26 acres more or less, located in the Southeast one-quarter of the Southeast one-quarter of Section 6, Township 40 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois and more particularly described as follows:

From the Southeast corner of said Section 6, go West 379 feet along the section line to a point; thence North 589 feet to a point which is the point of beginning, thence South 52 degrees 6 feet East 90 feet to a point; thence South 37 degrees 54 feet West 125 feet to a point; thence North 52 degrees 6 feet West 90 feet to a point; thence North 37 degrees 54 feet East 125 feet to the point of beginning.

This tract is also described as Lots 34, 35 and 36, in Block 6 in Kinsey's Norwood Park Subdivision, a resubdivision of Blocks 34, 35, 36 and 37 and the vacated alleys therein of Norwood Park in Section 6, Township 40 North, Range 13. Recorded May 23, 1917. Document #6 118 195. PIN# 13-06-417-002

USE: To operate, maintain and have access to the O'Hare Airport Approach "Outer Marker" Radar/Radio Beacon.

TERM: The term of this lease agreement shall commence on October 1, 2001 and shall end September 30, 2011.

EARLY TERMINATION RIGHT: Tenant shall have the right to terminate this Lease, in whole or in part, any time on or after November 1, 2001, by providing thirty (30) days written notice to the Landlord.

RENT: The annual rent for the term of the lease shall be \$1.00, payable annually.

IMPROVEMENTS TO PREMISES: Tenant has the right to grade, condition, install drainage facilities, seed the soil, and remove all obstructions from the Premises, which may hinder the establishment or maintenance of Government facilities. Tenant shall also have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the Premises.

INSURANCE/INDEMNIFICATION: Tenant agrees to defend, hold harmless and indemnify Landlord from and against any and all claims, costs (including, but not limited to, reasonable attorney's fees), damages, expenses, judgments and liability resulting from the acts and work performed by Tenant pursuant to this agreement.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Credit income to General Fund

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



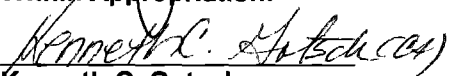
Timothy Martin
Chief Operating Officer

Approved:



Arne Duncan
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel