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Cook County Recorder 33.50

FEDERAL AVIATION ADMINISTRATION
LAND LEASE
U.S. Department
of Transportation



0020124500

Lease No. DTFA14-01-L-R3332
OM RWY 9-27
(O'Hare Airport) Chicago, IL.

Property of Cook County Clerk's Office

LEASE

Between

Board Of Education of the City of Chicago

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 23rd day of October, in the year **2001**, by and between **Board of Education of the City of Chicago** whose address is: **125 South Clark Street, Suite 700, Chicago, Illinois 60603** hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

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, T-40-N, R-13-E of the 3rd P.M., 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° - 06' East 90 feet to a point; thence South 37° - 54' West 125 feet to a point; thence North 52° - 06' West 90 feet to a point; thence North 37° - 54' East 125 feet to the point of beginning.

This tract is also described as Lots 34, 35 and 36, Block 6, Kinsey's Norwood Park Subdivision, a resubdivision of Blocks 34, 35, 36 and 37 and the vacated alleys therein of Norwood Park in Section 6-40-13. Recorded May 23, 1917. Document # 6,118.195.

All bearings are referred to the South line of Section 6 which is assumed to be true East-West.

PIN: 13-06-417-002

05/2000)

ORIGINAL

FAA Template No. 64 (LO-

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(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs. (10/96)

2. TERM

To have and to hold said premises with their appurtenances for the term beginning, **October 1, 2001** through **September 30, 2011**, inclusive; PROVIDED, that adequate appropriations are available from year to year for the payment of rentals. The Government may terminate this lease, in whole or in part, at any time on or after **November 1, 2001**, by giving thirty (30) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. (10/96)

3. CONSIDERATION

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

4. RESTORATION

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

(b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. (10/96)

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5. INTERFERENCE WITH GOVERNMENT OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or to install or allow to be installed any electronic equipment on the site or adjacent land owned by the Lessor that may interfere with the proper operation of the facilities installed by the Government under the terms of this lease without obtaining prior written consent from the Contracting Officer. (10/96)

6. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the **(Outer Marker)** facility. The Lessor agrees to remediate at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance the **(Outer Marker)** facility. (05/00)

7. QUIET ENJOYMENT

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims. (10/96)

8. HOLDOVER

If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a day to day basis, not to exceed 180 days. Rent shall be paid monthly, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee or vacated the leased premises. (10/96)

9. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. (10/96)

10. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee. (10/96)

11. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. (10/96)

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12. PROTEST AND DISPUTES

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Unless otherwise stated in this contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 1 year after the accrual of the contract dispute. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request. (10/96)

13. ASSIGNMENT OF CLAIMS

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease. (10/96)

14. EXAMINATION OF RECORDS

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract. (10/96)

15. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. (10/96)

16. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other) (10/96).

TO LESSOR: Chicago Public Schools
C/O Urie Clark, Director of the Bureau of Real Estate
125 S. Clark, Suite 700
Chicago, Illinois 60603

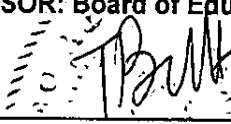
TO GOVERNMENT: Federal Aviation Administration, AGL-56
2300 East Devon Avenue
Des Plaines, IL 60018

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- 17. This lease succeeds Lease Number DTFA14-81-L-R008 which expires by limitation September 30, 2001.
- 18. Attachment A is a Municipal Certificate and Attachment B is an FAA Notary, both attached and made part of this lease.
- 19. The premises shall be used by the Government solely to operate and maintain an O'Hare Airport Outer Marker, Radio/Radar Tower and Beacon and for no other purpose whatsoever.

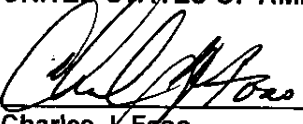
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Board of Education of the City of Chicago


 _____ Date: _____
 Tariq Butt, M.D., Member

 Official Title)

UNITED STATES OF AMERICA

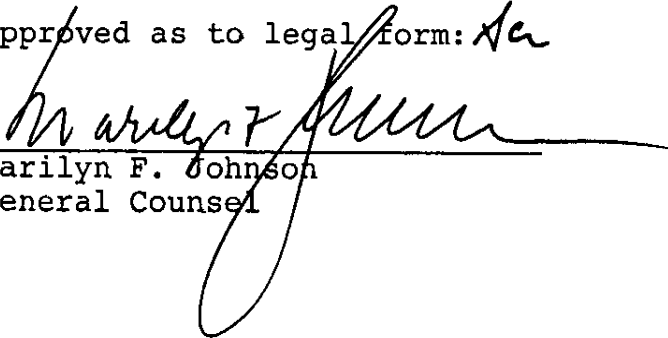


 Charles J. Faso

 Real Estate Contracting Officer
 Official Title

Prepared By:
 Federal Aviation Administration
 AGL-56
 2300 East Devon Ave.
 Des Plaines, IL 60018
 847-295-7171

Board Report No. 01-0926-0P14-0

Approved as to legal form: AC


 Marilyn F. Johnson
 General Counsel



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ATTACHMENT A

CERTIFICATE

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, SHARON REVELLO, certify that I am the SECRETARY
(Name) (Title)

of the BOARD OF EDUCATION of the City of CHICAGO named in the foregoing
(State, County, Municipality, or other Public Authority)

agreement: that TARIQ BUIY who signed said agreement on behalf of said
(Name of Person Executing Lease)

Public Authority and was then A MEMBER of that Public Authority and said
(Executing Person's Title)

agreement was duly signed for and in behalf of said BOARD of EDUCATION of the City of CHICAGO by
(State, County, Municipality, or other Public Authority)

authority of its governing body, and is within the scope of its powers.

Signed Sharon M. Revello
SHARON REVELLO, SECRETARY



Prepared By: Federal Aviation Administration, Real Estate and Utilities Team, AGL-56
2300 East Devon Avenue, Des Plaines, Illinois 60018 847/294-7171.

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ATTACHMENT B

NOTARY ACKNOWLEDGMENT

FEDERAL AVIATION ADMINISTRATION

STATE OF Illinois)
)SS
COUNTY OF Cook)

On this 23rd day of October, 2001, before me, Corinne Mullally,
the undersigned Notary Public, personally appeared Charles J. Fraso,

Real Estate Contracting Officer, Great Lakes Region, Federal Aviation Administration, Des Plaines, Illinois,
known to me to be the person described in the foregoing instrument, acknowledged that he executed the same in
the capacity therein stated and for the purposes therein contained. In witness whereof, I have hereunto set my
hand and affixed my official seal.

Corinne A. Mullally My commission expires 11/4/03
Notary Public

