

AMEND BOARD REPORT 17-0322-OP1
AUTHORIZE A DONATION AGREEMENT TO ACQUIRE LAND AT 27TH STREET AND KOSTNER
FOR EXPANSION OF THE EMILIANO ZAPATA ACADEMY IN LITTLE VILLAGE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

The purpose of this Board Report is to authorize a Donation Agreement to acquire approximately 39,100 SF (.89 acres) of vacant land described on Exhibit A from Unilever Illinois Manufacturing, LLC ("Unilever") for the expansion of Emiliano Zapata Academy ("Zapata") at 27th Street and Kostner in Little Village. The property is to be donated and conveyed in "As Is" condition. The authorization granted herein will automatically rescind in the event the Donation Agreement is not executed within 120 days of this Board Report. Information pertinent to the acquisition is as follows.

This May 2017 amendment is to authorize a right of reverter in the deed and donation agreement. The donated land may be used solely for the expansion of Zapata, open space/school purposes, or other similar uses reasonably approved by Unilever. In the event the Board cannot obtain Unilever's approval for an alternative use the property will be reconveyed to Unilever.

**OWNER/
DONOR:** Unilever Illinois Manufacturing, LLC
2618 S. Kilbourn Avenue
Chicago, Illinois 60623

PROPERTY: A vacant rectangular parcel, approximately 39,100 SF (.898 Acres) in size located on the west side of Kostner at 27th Street in Little Village. The Property is immediately north of Zapata Academy and will be used for the construction of an addition to Zapata. Exhibit A is the legal description for the Property.

PINS: 16-27-301-030 and 034 (to be divided after closing).

USE: For construction of a 33,000 SF addition/annex to Zapata Academy

**REMEDIATION
COST:** The Property will be donated to the Board "As Is-Where Is." The estimated cost to clean and remediate the Property and to receive a No Further Remediation Letter ("NFR") from the Illinois Environmental Protection Agency ("IEPA") is \$1.53 Million. This amount is included in the Zapata Annex capital construction budget.

INDEMNIFICATION: The Donation Agreement will include an indemnification provision in which the Board will indemnify Unilever for any environmental claims relating to the Property that arise after the Property has been donated to the Board.

AUTHORIZATION: Authorize the President and Secretary to execute a Donation Agreement with Unilever to receive the Property. Authorize the General Counsel or his designee to negotiate and include other relevant terms and conditions in the Donation Agreement and in the deed, including indemnification, as he deems appropriate. Authorize the General Counsel to execute all ancillary and related documents to complete the donation and acquisition of the Property and to enter the Property into the IEPA Site Remediation – NFR Program. Authorize the Comptroller to sign tax forms to acknowledge donation of Property.

**AFFIRMATIVE
ACTION:** Exempt.

LSC REVIEW: None. Local School Council is not applicable to this report.

FINANCIAL: Charge to Operations Department: \$1,530,000 to cover remediation costs
Budget Classification No.:
Fiscal Year: 2017-2018
Source of Funds: Capital Improvement

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 June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), 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:




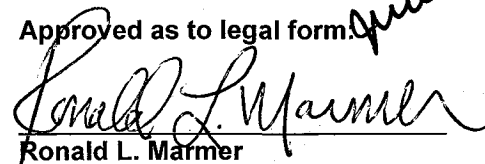
Mary De Runtz
Deputy Chief Facilities Officer

Approved:



Forrest Claypool
Chief Executive Officer

Approved as to legal form. 



Ronald L. Marmer
General Counsel

EXHIBIT A

Subject to modification upon receipt of the final title report and survey

LEGAL DESCRIPTION:

A PARCEL OF LAND COMPRISED OF LOTS 4, 5, 8, 9, 10, 11, 14 AND 15 IN LAWNSDALE INDUSTRIAL DISTRICT BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. TOGETHER WITH A PORTION OF THE UN-SUBDIVIDED LAND IN SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING WESTERLY OF THE ADJOINING SAID LAWNSDALE INDUSTRIAL DISTRICT WHICH LOTS AND PORTION OF THE UN-SUBDIVIDED LAND TAKEN TOGETHER AS ONE PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SOUTH KOSTNER AVENUE AND THE SOUTH LINE OF LAWNSDALE INDUSTRIAL DISTRICT SUBDIVISION PER DOCUMENT #7798202: THENCE NORTHERLY ALONG SAID WEST LINE OF KOSTNER AVENUE 343 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE PARALLEL TO SAID SOUTH LINE OF LAWNSDALE INDUSTRIAL DISTRICT SUBDIVISION 460 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF KOSTNER AVENUE 85 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL TO SAID SOUTH LINE OF LAWNSDALE INDUSTRIAL DISTRICT SUBDIVISION 460 FEET TO THE WEST LINE OF SOUTH KOSTNER AVENUE; THENCE SOUTHERLY 85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER:

16-27-301-030 AND 16-27-301-034 (Part)

COMMON ADDRESS:

2700 S. KOSTNER AVENUE, CHICAGO, IL 60623