

APPENDIX B

REQUIRED  
DOCUMENTATION

# NOTICE OF PUBLIC MEETING OF THE PAN-AMERICAN CHARTER SCHOOL BOARD

A.R.S. 38-431-01, 38-431.02, notice is hereby given to the members of the PAN-AMERICAN Charter School Board and the general public that the Governing Board will hold a meeting open to the public as stated above at 2020 W. Indian School in Phoenix, AZ. 85015  
Conference Room/Office **Building C**

**December 14, 2018**

**1:00 P.M.**

## **I. ROUTINE ITEMS**

- A. Call to Order
- B. Invocation/ Moment of Silence
- C. Pledge of Allegiance
- D. Approval of Minutes

## **II. INFORMATION ITEMS**

- A. Welcome - The Board was welcomed and thanked for their attendance and dedication.
- B. Current Enrollment - The Board was reminded that last month's enrollment was 753 and the current enrollment being 756 with prospects of enrolling a few more as of this coming week. The Board discussed the funding implications of the 40th Day and the upcoming 100th Day on 1/23/2019
- C. Enrollment Cap Amendment - Enrollment Cap Amendment - The Board discussed the need to submit another Enrollment Cap Amendment as the previous one only included 1,000. For the purpose of aligning our numbers and our projected budget for the sale of our bonds, our Board must approve 1,300-student count for the new campus build on 83rd Avenue and Thomas Rd. before our sponsor, the Arizona Board for Charter Schools can approve the change too. Once done, the documents with the "aligned" numbers will be forwarded to D.A. Davidson, our financiers.
- D. Calendar Events - School Holiday Program 12/14@ Phoenix College 6:00-7:30 pm  
Winter Break 12/24 to 1/4/2019 School resumes 1/7/2019

## **III. ACTION ITEMS**

### **A. Approval of Monthly Expenses**

Motion BA Second GV P X NP       
Luis Pasos Y Gloria Villa Y Marta Pasos Y  
Maira Bermudez Y Todd Wade Y Bill Agrios Y

### **B. Approval of Enrollment Cap Amendment**

Motion GV Second MP P X NP       
Luis Pasos Y Gloria Villa Y Marta Pasos Y  
Maira Bermudez Y Todd Wade Y Bill Agrios Y

### **C. Approval of Adjournment**

Motion BA Second GV P X NP       
Luis Pasos Y Gloria Villa Y Marta Pasos Y  
Maira Bermudez Y Todd Wade Y Bill Agrios Y

**MEMBER ATTENDANCE**

**Present:** Luis Pasos   X   Gloria Villa   X   Marta Pasos   X  

Maira Bermudez   X   Todd Wade   X   Bill Agrios   X  

**Public**   X  

**Next Meeting January 17, 2019**

# Current Buildings

## **2020 W. Indian School Rd. building (existing 7<sup>th</sup> - 12<sup>th</sup> grade campus)**

- Fire Marshal's Inspection Report
- Certificate of Occupancy
- 2100 Building Site Plans

## **2100 W. Indian School Rd. building (existing KG - 2<sup>nd</sup> grade campus)**

- Fire Marshal's Inspection Report
- Certificate of Occupancy
- 2100 Building Site Plans

## **3001 W. Indian School Rd. building (existing 3<sup>rd</sup> - 6<sup>th</sup> grade campus)**

- Fire Marshal's Inspection Report
- Certificate of Occupancy
- 2100 Building Site Plans

## **School's Current Certificate of Liability Insurance**

## **School's Current Property Insurance**





**Department of Forestry  
and Fire Management**  
Office of the State Fire Marshal



**ARIZONA STATE FIRE MARSHAL - Friday, December 14, 2018 9:12:03 AM (Virgil Esmont)**

|                             |  |                        |  |
|-----------------------------|--|------------------------|--|
| User Name                   | Virgil Esmont                                    |                        |  |
| User #                      | 6027620634                                       |                        |  |
| Form Started                | 12/14/2018 9:12:03 AM                            |                        |  |
| Form Submitted              | 12/14/2018 10:31:10 AM                           |                        |  |
| Inspection Date             | Friday, December 14, 2018                        |                        |  |
| OSFM Facility ID            | 14455  |                        |  |
| Occupancy Classification    | E  |                        |  |
| Ownership                   | Public Property                                  |                        |  |
| Property Usage              | School   |                        |  |
| School Type                 | High School                                      |                        |  |
| Fire Alarm Coverage         | Full Coverage                                    |                        |  |
| Fire Alarm System Monitored | Yes  |                        |  |
| Fire Sprinkler Coverage     | Partial Sprinkler Coverage                       |                        |  |
| Facility Name               | Pan American Charter High School                 |                        |  |
| Facility Address            | 2020 W. INDIAN SCHOOL                            |                        |  |
| City                        | Phoenix  |                        |  |
| County                      | Maricopa   |                        |  |
| Contact for Inspection      | Troy Swihart                                     |                        |  |
| Contact Phone Number        | 6232826515                                       |                        |  |
| Fire Marshal Contact        | Arizona State Fire Marshal's Office<br>Suite 100 | Phoenix, Arizona 85007 | 1110 West Washington St.<br>(O) 602.771.1400 |
| DEPUTY FIRE MARSHAL:        | Virgil Esmont 86                                 |                        |  |

|                             |   |
|-----------------------------|---|
| Inspector Signature         | [Signature]   |
| Phone                       | (602) 620-4058  |
| Permit Inspection           | No  |
| Type of Inspection          | Re-Inspection   |
| Inspection                  | Periodic Fire Safety Inspection   |
| Inspection Results          |   |
| 1 Violation Type            | No Violations   |
| Congratulations             | At time of inspection this facility had no violations of the Arizona State Fire Code noted.,Approved for DES licensure for three years.,Approved for DHS licensure for three years. ,Approved for state licensure.  |
| Violation Type              | N/A   |
| Comments                    | All VIOLATIONS FROM Previous Inspection Have Been Corrected.  |
| Tag                         | Pass  |
| Inspection Time             | 2.0   |
| Travel Time                 | 1.0   |
| Mileage From Office         | 5.0   |
| Fire Code Compliance Status | The items noted above, unless otherwise stated, are in compliance with the Arizona State Fire Code, A.A.C. R4-36-201 adopted pursuant to A.R.S. 37-1307. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated. |
| Report received by          | [Signature]   |
| Send Email To:              | Floortroy@YAHOO.COM,Todd.WAdE@PANAMERICANCHARTER.ORG  |
| Date                        | Friday, December 14, 2018   |



City of Phoenix

## CERTIFICATE OF OCCUPANCY

**MAIL TO: MIKE CEPHERATTI**  
OUTSTANDING CONSTRUCTION SERVICE L L C  
9962 E CAMINO DEL SANTO  
SCOTTSDALE, AZ 85260

Issuance of this Certificate of Occupancy indicates the following described building, or portion of a building, has been inspected and been found to be in substantial compliance with applicable city codes and ordinances for the hereby authorized use and occupancy. No change in use, occupancy, or of use is allowed without obtaining a new Certificate of Occupancy. This building shall be maintained in a safe and sanitary condition. All devices, safeguards and exit facilities shall be maintained in good working order. This Certificate of Occupancy shall be void if any requirement, condition or stipulation of Certificate of Occupancy or of the authorizing permits is violated. This Certificate of Occupancy is to be kept on the subject property, and is required to be posted for public information if so ordered by the building official.

**SUBJECT ADDRESS:** 2020 W INDIAN SCHOOL RD  
**OWNER:** PAN AMERICAN ELEMENTARY CHARTER SCHOOL  
3001 W INDIAN SCHOOL RD  
PHOENIX, AZ 85017

**CERTIFICATE #:** 0903911 **BUILDING PERMIT:** BLD 09012613  
**ISSUED:** 05-AUG-2009  
**PROJECT:** 05-115 - 2020 W INDIAN SCHOOL

**FLOOR AREA:** 6,897

**AUTHORIZED USE AND OCCUPANCY:** I:E

**DESCRIPTION OF USE:** COMMERCIAL MISCELLANEOUS

**EFFECTIVE BUILDING CODES:** 2006 IRC, 2006 IECC, 2006 IBC, 2008 NEC, 2006 IMC, 2006 UPC, 2006 IPC, 2006 IPGC

**TYPE OF BUSINESS:** SCHOOL **LOG#:** LPRM 0901297 **PROJECT#:** 05-115 **SITE INSP(N)** **SPECIAL EGRESS CONTROL (N)**  
**SPRINKLERS (Y)** **FIRE ALARM (Y)** **EMERGENCY LIGHTING (Y)** **ELEVATORS (N)**  
**DEFERRED SUBMITTAL (N)**  
**SPEC PER PCC SEC. 1704 (N)** **STR SEC. 1709 (N)** **ELEC PCC SEC. 2703 (N)** **ELEC OBS PCC SEC. 2704 (N)**  
**WATER METERS: N/A** **SECONDARY BACKFLOW (Y)**

**SCOPE OF WORK:** BLDG PLMB MECH ELEC  
**ZONING:** C-1  
**REVIEWER:** CJI

**DESCRIPTION OF WORK:** CHANGE OF OCCUPANCY FROM "B" TO "E" FOR A PUBLIC CHARTER SCHOOL.  
**OCCUPANT LOAD:** 223

**AUTOMATIC FIRE SPRINKLERS REQUIRED:** \*\*A PERMIT FROM THE FIRE DEPARTMENT FOR INSTALLATION OF AN AUTOMATIC SPRINKLER SYSTEM IS REQUIRED PER THE PHOENIX FIRE DEPT BRET TAKVER SPFRINKLER ORDINANCE. CONTACT THE PHOENIX FIRE DEPARTMENT AT 602-495-0481 FOR APPROVAL/PERMITS IN ORDER TO OBTAIN A CERTIFICATE OF COMPLETION OR A CERTIFICATE OF OCCUPANCY.\*\*

## EDUCATION PLUMBING CALCULATION

EDUCATION ACTIVITIES ARE LOCATED IN BUILDINGS 'B', 'D', AND 'F'.

SHARED RESTROOM PLUMBING FOR THE EDUCATION OCCUPANCIES ARE LOCATED IN BUILDINGS 'C', 'E', AND 'F' (NO RESTROOMS IN BLDG 'B').

SUPPORTING OFFICE AREAS ARE INCLUDED IN EDUCATION PLUMBING CALC.

### WATER CLOSETS

ASSEMBLY 1/40 OCCUPANTS  
BUSINESS 1/25 FOR 1ST 50, THEN 1/50  
EDUCATION 1/50 OCCUPANTS

BUILDING 'B' (WITH OCCUPANCY CHANGES)  
EDUCATION 5,880 SF/ 20 = 294 OCCUPANTS  
294 / 2 = 147 MALE AND 147 FEMALE  
3 M REO'D 3 F REO'D

### THIS PROJECT

BUILDING 'C'  
BUSINESS 5,740 SF/ 100 = 58  
58 / 2 = 29 MALE AND 29 FEMALE  
2 M REO'D 2 F REO'D

BUILDING 'D'  
ASBLY- SEATING AREA FIGURE 40 MALE AND 40 FEMALE  
BUSINESS 1 M REO'D 1 F REO'D  
FIGURE 7 MALE AND 7 FEMALE  
1 M REO'D 1 F REO'D

BUILDING 'E'  
EDUCATION 4820 SF/ 20= 241  
241 / 2= 121 MALE AND 121 FEMALE  
3 M REO'D 3 F REO'D  
BUSINESS 501 SF/100 = 6  
6 / 2= 3 MALE AND 3 FEMALE  
1 M REO'D 1 F REO'D

TOTAL EDGIN WC REO'D 11 M REO'D 11 F REO'D  
TOTAL EDGIN WC PRVD 7 M PRVD 12 F PRVD  
6 URINALS PRVD  
IPC 419.2 URINALS MAY BE SUBSTITUTED  
FOR UP TO 60% OF REO'D WATER CLOSETS  
IN EDUCATION OCCUPANCY

### LAVATORIES

ASSEMBLY 1/75 OCCUPANTS  
BUSINESS 1/40 FOR 1ST 50, THEN 1/80  
EDUCATION 1/50 OCCUPANTS

BUILDING 'B'  
EDUCATION 5,880 SF/ 20= 294 OCCUPANTS  
FIGURE 147 MALE AND 147 FEMALE  
3 M REO'D 3 F REO'D

### THIS PROJECT

BUILDING 'C' (WITH OCCUPANCY CHANGES)  
BUSINESS 5,740 SF/ 100= 58  
58 / 2= 29 MALE AND 29 FEMALE  
2 M REO'D 2 F REO'D

BUILDING 'D'  
ASSEMBLY FIGURE 40 MALE AND 40 FEMALE  
BUSINESS 1 M REO'D 1 F REO'D  
FIGURE 7 MALE AND 7 FEMALE  
1 M REO'D 1 F REO'D

BUILDING 'E'  
EDUCATION 4820 SF/ 20= 241  
241 / 2= 121 MALE AND 121 FEMALE  
3 M REO'D 3 F REO'D  
BUSINESS 501 SF/100 = 6  
6 / 2= 3 MALE AND 3 FEMALE  
1 M REO'D 1 F REO'D

TOTAL EDGIN LAV REO'D 11 M REO'D 11 F REO'D  
TOTAL EDGIN LAV PRVD 12 M PRVD 12 F PRVD

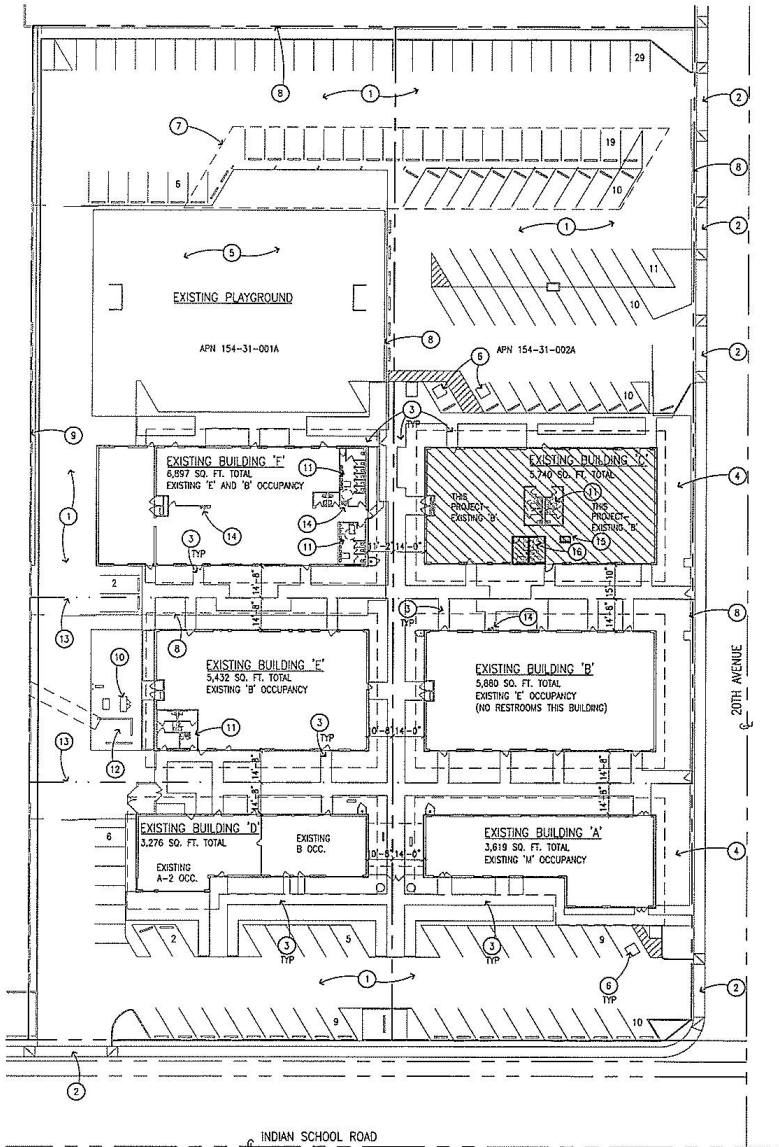
### DRINKING FOUNTAINS

EDUCATION 1/100 OCCUPANTS (M AND F COMBINED)

BUILDING 'B'  
BUILDING 'C'  
BUILDING 'D'  
BUILDING 'E'  
TOTAL REQUIRED 294 / 100= 3 REO'D  
58 / 100= 1 REO'D  
NO OF REO'D (FOOD SERVED)  
246 / 100= 3 REO'D  
2 DRINKING FOUNTAINS REQUIRED  
1 HI-LOW OF PRVD IN BLDG 'C'  
1 HI-LOW OF EXIST IN BLDG 'B'  
2 HI-LOW OF EXIST IN BLDG 'E'  
4 HI-LOW DRINKING FNTNS PRVD (=8 TOTAL PRVD)

### SERVICE SINKS

BUILDING 'B'  
BUILDING 'C'  
BUILDING 'D'  
BUILDING 'E'  
TOTAL REQUIRED 1 SS REO'D 1 SS EXISTING  
1 SS REO'D 1 SS EXISTING  
1 SS REO'D 1 SS EXISTING  
1 SS REO'D 1 SS EXISTING



## EXISTING SITE PLAN

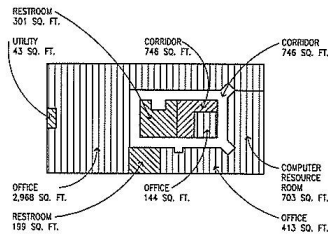
SCALE: 1" = 30'-0"

## SITE KEYNOTES

- EXISTING ASPHALT PAVED PARKING LOT/DRIVE ASLE TO REMAIN
- EXISTING SIDEWALK CURB-CUT TO REMAIN
- EXISTING CONCRETE SIDEWALKS TO REMAIN
- EXISTING LANDSCAPE AREA TO REMAIN
- EXISTING ARTIFICIAL TURF PLAY SURFACE TO REMAIN
- EXISTING ACCESSIBLE PARKING SPACE TO REMAIN
- EXISTING COVERED PARKING STRUCTURE TO REMAIN
- EXISTING WROUGHT IRON FENCING TO REMAIN
- EXISTING 6" HIGH MASONRY FENCE TO REMAIN
- EXISTING ELECTRICAL SERVICE ENTRY SECTION TO REMAIN
- EXISTING TOILET FACILITIES FOR USE WITH THIS PROJECT
- EXISTING TRASH ENCLOSURE TO REMAIN
- IMAGINARY PROPERTY LINE BETWEEN BUILDINGS
- EXISTING HI-LOW DRINKING FOUNTAIN LOCATION
- NEW HI-LOW DRINKING FOUNTAIN LOCATION IN BUILDING 'C' - SEE FLOOR PLAN AND PLUMBING DRAWINGS
- NEW RESTROOM IN BUILDING 'C' - SEE FLOOR PLAN AND PLUMBING DRAWINGS

## GENERAL NOTES

- G.C. SHALL BECOME FAMILIAR WITH OWNERS REQUIREMENTS PRIOR TO START OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THESE REQUIREMENTS.
- G.C. SHALL VISIT THE JOB SITE PRIOR TO CONSTRUCTION AND SHALL BECOME FAMILIAR WITH EXISTING CONDITIONS & SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THESE PLANS AND EXISTING CONDITIONS.
- FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- ITEMS NOT INDICATED IN THESE DOCUMENTS THAT CAN BE LEGITIMATELY AND REASONABLY INFERRED TO COMPLETE THE WORK AT HAND SHALL BE FURNISHED BY THE CONTRACTOR AS THOUGH IT WERE DETAILED HEREIN.
- G.C. TO PROVIDE A WEATHER-TIGHT PROJECT NOTWITHSTANDING ANYTHING IN THE DRAWINGS.
- MAKE GOOD ANY EXISTING STRUCTURE, FINISHES, MECHANICAL, PLUMBING OR ELECTRICAL SYSTEMS REQUIRED TO BE ALTERED TO MAKE WAY FOR THE NEW WORK.
- OWNER IS REQUIRED TO PROVIDE ASBESTOS TESTING AND RESULTANT ABATEMENT PROCEDURES IF NECESSARY.
- DEMOLITION UNDER SEPERATE PERMIT.



## BUILDING 'C' OCCUPANCY DIAGRAM

N.T.S.

## SHEET INDEX

|      |   |
|------|---|
| A-1  | SITE PLAN AND PROJECT DATA- BUILDING 'C'          |
| A-2  | DEMOLITION PLANS- BUILDING 'C'                    |
| A-3  | REMODELED PLANS- BUILDING 'C'                     |
| A-4  | ROOF PLAN- BUILDING 'C'                           |
| M1.0 | MECHANICAL FLOOR PLAN                             |
| M2.0 | SCHEDULES, NOTES, AND DETAILS                     |
| M3.0 | COMPLIANCE FORMS AND NOTES                        |
| P1.0 | PLUMBING FLOOR PLAN                               |
| P2.0 | PLUMBING NOTES AND SCHEDULES                      |
| E1   | ELECTRICAL LIGHTING PLAN                          |
| E2   | ELECTRICAL POWER PLAN                             |
| E3   | ELECTRICAL NOTES, SCHEDULES, AND ONE-LINE DIAGRAM |
| E4   | 2006 IEC COMPLIANCE CERTIFICATES                  |

THE MOST RESTRICTIVE CONDITION WILL GOVERN ON ANY DISCREPANCY BETWEEN PLANS, SECTIONS, AND DETAILS. NOTIFY ARCHITECT OF ANY DISCREPANCY UPON DISCOVERY.

## SCOPE OF WORK

THIS TOTAL SITE AND BUILDINGS ARE OWNED BY THE PAN-AMERICAN CHARTER SCHOOL. THEY CURRENTLY OCCUPY BUILDINGS 'B', 'D', AND 'E'. OFFICE AND RETAIL TENANTS STILL OCCUPY THE OTHER BUILDINGS BUT AS THEIR LEASES EXPIRE, THEY SCHOOL WILL MOVE TO OCCUPY THOSE VACANT SPACES. IN THIS CASE, THE SCHOOL WILL OCCUPY EXISTING OFFICE BUILDING 'C' AND RE-USE THE EXISTING GENERAL OFFICE SPACE AND REMODEL THE EXISTING CONFERENCE ROOM INTO A NEW COMPUTER RESOURCE ROOM.

## PROJECT DATA

|                      |  |
|----------------------|--|
| ADDRESS:             | 2006 WEST INDIAN SCHOOL RD.<br>BUILDING 'C'<br>PHOENIX, ARIZONA 85015  |
| ASSR PROJ. NMBR:     | 154-31-002A BLDGS A, B, C<br>154-31-001A BLDGS D, E, F   |
| ZONING:              | R-5 (EXISTING)   |
| OCCUPANCY TYPE:      | 'B' BUSINESS (EXISTING BUILDING)<br>NEW CLASSROOM AREAS CHANGE TO 'E' OCCUPANCY  |
| CONSTRUCTION TYPE:   | V-B (EXISTING)   |
| SPRINKLERS:          | NO (EXISTING)  |
| OCCUPANT LOAD:       | (IBC 1004 & TABLE 1004.1.1) :<br>BUILDING 'C'<br>OFFICE 4,228 SF/ 100 = 43<br>STORAGE 223 SF/ 300 = 1<br>CORRIDOR 746 SF/ N/A N/A<br>RESTROOM 500 SF/ N/A N/A<br>UTILITY 43 SF/ N/A N/A<br>TOTAL OCC. LOAD 5,740 SF = 44 |
| EXISTG. BLDG. AREAS: | BUILDING A 3,619 SQ. FT.<br>BUILDING B 5,880 SQ. FT.<br>BUILDING C 5,740 SQ. FT.<br>BUILDING D 3,276 SQ. FT.<br>BUILDING E 5,432 SQ. FT.<br>BUILDING F 6,897 SQ. FT.<br>TOTAL BLDG. 30,844 SQ. FT.                       |

## APPLICABLE CODES

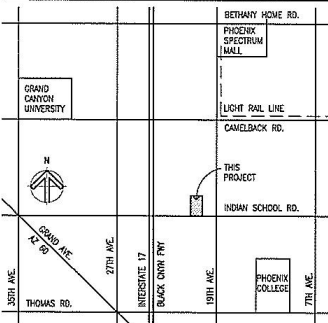
ALL CONSTRUCTION IN THE CITY OF PHOENIX SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THEIR ADOPTING ORDINANCES:

2006 PHOENIX EXISTING BUILDING CODE  
2006 PHOENIX BUILDING CODE  
2006 PHOENIX MECHANICAL CODE  
2006 UNIFORM PLUMBING CODE  
2003 NATIONAL ELECTRIC CODE  
2006 PHOENIX ENERGY CONSERVATION CODE  
2003 PHOENIX FIRE CODE  
2003 ICC/ ANSI A-117  
1994 ADA ACCESSIBILITY GUIDELINES

## PARKING CALCULATION

|   |  |
|---|--|
| EDUCATION                                   | 1 PER 3 EMPLOYEES                      |
| RETAIL                                      | 1 PER 300 SQ. FT.                      |
| OFFICE                                      | 1 PER 300 SQ. FT.                      |
| PUB. ASSEMBLY                               | 1 PER 60 SQ. FT.                       |
| BUILDING 'A'                                |  |
| RETAIL                                      | 3,619 SF/ 300 = 12 SPACES REO'D        |
| BUILDING 'B'                                |  |
| EDUCATION                                   | 10 EMPLOYEES = 4 SPACE REO'D           |
| THIS PROJECT (WITH OCCUPANCY CHANGES)       |  |
| BUILDING 'C'                                |  |
| OFFICE                                      | 5,740 SF/ 300 = 20 SPACES REO'D        |
| BUILDING 'D'                                |  |
| ASBLY- SEATING AREA                         | 1,112 SF/ 50 = 22 SPACES REO'D         |
| OFFICE                                      | 1,410 SF/ 300 = 5 SPACES REO'D         |
| BUILDING 'E'                                |  |
| OFFICE                                      | 5,432 SF/ 300 = 18 SPACES REO'D        |
| BUILDING 'F'                                |  |
| EDUCATION                                   | 9 EMPLOYEES = 3 SPACES REO'D           |
| TOTAL PARKING REO'D                         | 84 SPACES REQUIRED                     |
| TOTAL PARKING PRVD                          | 138 SPACES PROVIDED (EXISTING ON-SITE) |
| EXISTING PARKING IS SUFFICIENT FOR THIS USE |  |

## VICINITY MAP



**Looker & Cappello**  
Architects Inc.

2070 E. SOUTHERN AVE.  
TEMPE, ARIZONA 85282  
PHONE: 480-730-1776  
FAX: 480-968-6871

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AN INTERIOR REMODEL FOR:  
**PAN AMERICAN CHARTER ELEMENTARY SCHOOL**  
BUILDING 'C'  
2006 W. INDIAN SCHOOL ROAD  
PHOENIX, ARIZONA 85015

SITE PLAN AND PROJECT DATA - BUILDING 'C'

|           |
|-----------|
| REVISIONS |
|           |
|           |
|           |
|           |
|           |
|           |
|           |
|           |
|           |

PRELIMINARY - NOT FOR CONSTRUCTION

|                 |            |
|-----------------|------------|
| ISSUE DATE      | 05-18-2011 |
| JOB NO.         | LC 919     |
| PROJECT MANAGER | A-1        |





**Department of Forestry  
and Fire Management**  
Office of the State Fire Marshal



**ARIZONA STATE FIRE MARSHAL** - Monday, February 12, 2018 1:17:05 PM (Virgil Esmont)

|                             |   |  |
|-----------------------------|---|--|
| User Name                   | Virgil Esmont   |  |
| User #                      | 6027620634  |  |
| Form Started                | 2/12/2018 1:17:05 PM  |  |
| Form Submitted              | 2/12/2018 1:34:33 PM  |  |
| Inspection Date             | Monday, February 12, 2018   |  |
| OSFM Facility ID            | 17681   |  |
| Occupancy Classification    | E   |  |
| Ownership                   | Public Property   |  |
| Property Usage              | School  |  |
| School Type                 | Elementary  |  |
| Fire Alarm Coverage         | Full Coverage   |  |
| Fire Alarm System Monitored | Yes   |  |
| Fire Sprinkler Coverage     | Full Sprinkler Coverage   |  |
| Facility Name               | Pan American Charter School Elementary K-3                              |  |
| Facility Address            | 2100 W. INDIAN SCHOOL RD  |  |
| City                        | Phoenix   |  |
| County                      | Maricopa  |  |
| Contact for Inspection      | Troy Swihart  |  |
| Contact Phone Number        | 6232826515  |  |
| Fire Marshal Contact        | Arizona State Fire Marshal's Office<br>Suite 100 Phoenix, Arizona 85007 | 1110 West Washington St.<br>(O) 602.771.1400 |
| DEPUTY FIRE MARSHAL:        | Virgil Esmont 86  |  |

|                             |   |
|-----------------------------|---|
| Inspector Signature         | [Signature]   |
| Phone                       | (602) 620-4058  |
| Permit Inspection           | No  |
| Type of Inspection          | Re-Inspection   |
| Inspection                  | Periodic Fire Safety Inspection   |
| Inspection Results          |   |
| 1 Violation Type            | No Violations   |
| Congratulations             | At time of inspection this facility had no violations of the Arizona State Fire Code noted., Approved for DES licensure for three years., Approved for DHS licensure for three years. , Approved for state licensure.   |
| Violation Type              | N/A   |
| Comments                    | All VIOLATIONS FROM Previous Inspection Have Been Corrected.  |
| Tag                         | Pass  |
| Inspection Time             | 0.5   |
| Travel Time                 | 0.5   |
| Mileage From Office         | 3.0   |
| Fire Code Compliance Status | The items noted above, unless otherwise stated, are in compliance with the Arizona State Fire Code, A.A.C. R4-36-201 adopted pursuant to A.R.S. 37-1307. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated. |
| Report received by          | [Signature]   |
| Send Email To:              | Floortroy@YAhoo.COM   |
| Date                        | Monday, February 12, 2018   |



City of Phoenix

**CERTIFICATE OF OCCUPANCY****MAIL TO:**

SIMPSON CONTRACTING  
P.O.BOX 20785  
PHOENIX AZ 85036

Issuance of this Certificate of Occupancy indicates the following described building, or portion of a building, has been inspected and been found to be in substantial compliance with applicable city codes and ordinances for the hereby authorized use and occupancy. No change in use, occupancy, or of use is allowed without obtaining a new Certificate of Occupancy. This building shall be maintained in a safe and sanitary condition. All devices, safeguards and exit facilities shall be maintained in good working order. This Certificate of Occupancy shall be void if any requirement, condition or stipulation of Certificate of Occupancy or of the authorizing permits is violated. This Certificate of Occupancy is to be kept on the subject property, and is required to be posted for public information if so ordered by the building official.

**SUBJECT ADDRESS: 2102 W INDIAN SCHOOL RD****OWNER: OWNER**

401 S OLD WOODWARD SUITE 450  
BIRMINGHAM MI 48009

**CERTIFICATE #: 0103716****BUILDING PERMIT: BLD-00016351****ISSUED: 29-Aug-2001****PROJECT: 99-38678 - 2102 W INDIAN SCHOOL****FLOOR AREA: 15217****AUTHORIZED USE AND OCCUPANCY: E-1/B****DESCRIPTION OF USE: COMMERCIAL REMODEL**

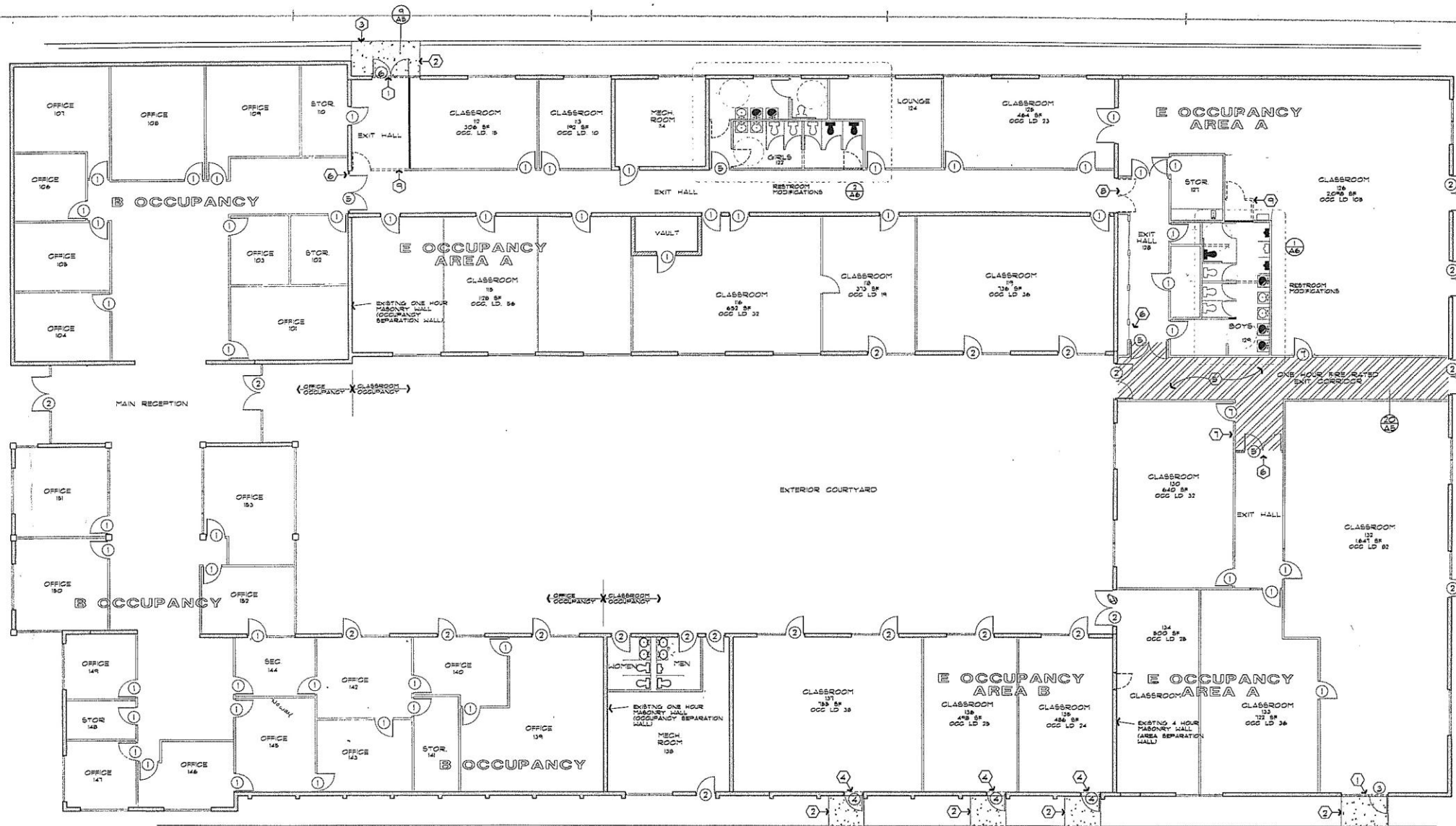
PROJECT NAME: ACADEMY OF ARIZONA CHARTER SCHOOL (ACADEMY OF AMERICA) LOG#: LPRN  
0001850 SITE#: FH#: N: SITE INSP  
N: SPRINKLERS Y: FIRE ALARM Y: EMERGENCY LIGHTING N: ELEVATOR  
N: DEFERRED SUBMITTAL N: SPEC PER PCC SEC. 1701 N: STR SEC. 1702  
N: ELEC PCC SEC. 2702 N: ELEC OBS PCC SEC. 2703  
WATER METERS: NO NEW METERS N: SECONDARY BACKFLOW  
ZONING: R-5 STAFF ID: -DGU-

SCOPE OF WORK: BLD STRUC PLMB MECH ELEC PFC  
JOB CONTACT NAME: PAUL ALMOND PH: 602 808-8885

DESCRIPTION OF WORK: CONVERT 15,217SF OF EXISTING OFFICE BUILDING INTO CHARTER SCHOOL-- GRADES K THROUGH 6. MAINTAIN & REPAIR OPENINGS IN THE EXISTING AREA SEPARATION WALLS, AND FIRE RATED CORRIDORS; NEW EXIT DOORS; MODIFYING RESTROOMS TO ADA/ANSI COMPLIANCE.

CHANGE OF OCCUPANCY.





### KEY NOTES

- EXISTING WINDOW MODIFY TO ADD NEW STOREROOM EXIT DOOR
- 4" CONCRETE SLAB, SLOPE TO ASPHALT PAVING, MINIMUM 1% SLOPE
- GET SLOPE CONFORMS DURING AS NEEDED FOR CONCRETE SLAB
- STAIRWAY MASONRY WALL AS NEEDED FOR NEW STAIRWAY EXIT DOOR
- CONVERT EXISTING HALLWAY INTO ONE-HOUR FIRE RATED CORRIDOR, ADD ONE 1/2" TYPE X GYP. BD TO WALLS, REMOVE EXISTING ACoustIC CEILING, PROVIDE NEW METAL JOIST CEILING & AIR TO GAUSE METAL JOIST AT 16" O.C. WITH 3/8" TYPE X GYP. BD CEILING AT 10'0" ARE
- REMOVE NON-RATED DOOR AND WINDOW, REMOVE OPENING AND ADD ONE HOUR FIRE RATED DOORS TO COMPLETE ONE HOUR FIRE RATED ASSEMBLY
- REMOVE NON-RATED DOOR AND WINDOW, REMOVE OPENING AND ADD ONE HOUR FIRE RATED DOOR TO COMPLETE ONE HOUR FIRE RATED ASSEMBLY
- REMOVE EXISTING HALLWAY DOORS
- REMOVE WALLS

### LEGEND

- EXISTING WALLS TO REMAIN, DOORS AND WINDOWS ARE EXISTING UNLESS NOTED OTHERWISE
- EXISTING MASONRY WALLS TO REMAIN
- NEW ONE HOUR RATED WALL 3 1/2" METAL STUDS 12" GAUGE AT 16" O.C. WITH TYPE X FRIDGE 5/8" GYP. BD ON BOTH SIDES
- KEY NOTE SEE KEY NOTES ON THIS SHEET
- DETAIL NUMBER
- 8-INCH NUMBER
- ONE HOUR RATED CORRIDOR, ONE HOUR RATED WALLS AND CEILING, 1 HOUR RATED DOORS AND FRAMES, ALL INTERIOR CHAINS SHALL BE REMOVED AND RATED IN
- SEE RATED DETAILS ON SHEET 46 FOR MORE INFORMATION
- ALL LIGHTING FIXTURES SHALL BE SURFACE MOUNTED, NON-RATED FIXTURES
- ANY MECHANICAL, ELECTRICAL OR PLUMBING PENETRATIONS OF THE ONE HOUR ASSEMBLY SHALL BE PROTECTED BY RATED CANNERS AND/OR RATED SEALANTS

### GENERAL NOTES

- BUILDING CODES IN EFFECT:
  - INT. UNIFORM BUILDING CODE WITH PHOENIX AMENDMENTS
  - IFMA UNIFORM MECHANICAL CODE WITH PHOENIX AMENDMENTS
  - IFMA UNIFORM ELECTRICAL CODE WITH PHOENIX AMENDMENTS
  - IFMA NATIONAL ELECTRICAL CODE WITH PHOENIX AMENDMENTS
  - INT. UNIFORM FIRE CODE WITH PHOENIX AMENDMENTS
- DEVELOPMENT AND USE OF THIS SITE SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES
- ALL TIES SHOWN ON THIS DRAWING ARE EXISTING UNLESS OTHERWISE NOTED
- ALL ENITS SHALL BE OPERABLE FROM THE INSIDE OF THE TENANT SPACES WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE DURING NORMAL BUSINESS HOURS
- ALL SITE AND OFF-SITE IMPROVEMENTS ARE EXISTING
- ALL PARKING IS EXISTING
- ALL PLUMBING MECHANICAL AND ELECTRICAL SUBCONTRACTORS SHALL SECURE SEPARATE PERMITS FOR THEIR WORK & REQUIRED BY THE CITY OF PHOENIX
- EXTERIOR SIGNS REQUIRE A SEPARATE PERMIT SECURED BY THE CONTRACTOR
- ALL INTERIOR GLASS SUBJECT TO HUMAN IMPACT SHALL CONFORM TO THE STANDARDS SET FORTH BY CHAPTER 24 OF THE IBC
- MANUALLY OPERATED FLUSH EDGE BOLTS SURFACE MOUNTED BOLTS AND SURFACE BOLTS ARE PROHIBITED ON EXIT DOORS
- IF BOLTS ARE REQUIRED ON ANY EXIT DOOR THEY SHALL BE AUTOMATIC FLUSH BOLTS
- RESTROOM FACILITIES FOR BOTH SEXES ARE PUBLICLY AVAILABLE ON SITE (HANDICAP ACCESSIBLE)
- ALL INTERIOR FINISHES SHALL COMPLY WITH USC TABLES 5-A AND 5-B FOR FLAME SPREAD CLASSIFICATIONS



### PROJECT DATA

|                      |   |
|----------------------|---|
| BUSINESS             | ACADEMY OF AMERICA CHARTER SCHOOL   |
| ADDRESS              | 202 WEST INDIAN SCHOOL RD.  |
| ZONING               | R-5   |
| CONSTRUCTION TYPE    | III (NO SPRINKLER)  |
| OCCUPANCY            | B CLASSROOM<br>B OFFICE   |
| OCCUPANCY AREAS      | B = 12,317 SF (ALLOWED 12,000 SF)<br>B = 1,913 SF (ALLOWED 12,000 SF)<br>TOTAL 22,190 SF                    |
| OCCUPANCY SEPARATION | B OCCUPANCY EXCEEDS 25% OF E OCCUPANCY<br>REQUIRES ONE HOUR SEPARATION, TABLE 3-B                           |
| AREA SEPARATION      | E OCCUPANCY AREA A = 12,317 SF<br>E OCCUPANCY AREA B = 2,380 SF<br>REQUIRES 4 HOUR SEPARATION, SEC. 504.6.2 |
| OCCUPANT LOAD        | E OCCUPANCY 5.1 / 20 2 EXITS REQUIRED OVER 30<br>B OCCUPANCY 5.1 / 100 2 EXITS REQUIRED OVER 30             |

FILE: 00133-A4

DO NOT SCALE DRAWINGS

FILE SCALE: 1/8"

REMODEL FLOOR PLAN



2211 E. HIGHLAND AVENUE  
SUITE 100  
PHOENIX, ARIZONA 85016  
PHONE 602-808-9885  
FAX 602-808-9829

ARCHITECTURE  
PLANNING  
INTERIOR

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REMODEL FOR:  
**ACADEMY OF AMERICA**  
202 WEST INDIAN SCHOOL ROAD  
PHOENIX, ARIZONA

job no: 00133

date: 5-26-00

revisions:

sheet **A4**





**Department of Forestry  
and Fire Management**  
Office of the State Fire Marshal

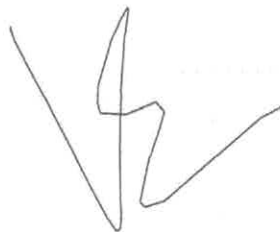


**ARIZONA STATE FIRE MARSHAL - Monday, February 12, 2018 1:09:06 PM (Virgil Esmont)**

|                          |   |  |
|--------------------------|---|--|
| User Name                | Virgil Esmont   |  |
| User #                   | 6027620634  |  |
| Form Started             | 2/12/2018 1:09:06 PM  |  |
| Form Submitted           | 2/12/2018 1:34:27 PM  |  |
| Inspection Date          | Monday, February 12, 2018   |  |
| OSFM Facility ID         | 10895   |  |
| Occupancy Classification | E   |  |
| Ownership                | Public Property   |  |
| Property Usage           | School  |  |
| School Type              | Elementary  |  |
| Fire Alarm Coverage      | Full Coverage   |  |
| Fire Alarm System        | Yes   |  |
| Monitored                |   |  |
| Fire Sprinkler Coverage  | Full Sprinkler Coverage   |  |
| Facility Name            | Pan American Charter School Elementary                                  |  |
| Facility Address         | 3001 W. INDIAN SCHOOL RD  |  |
| City                     | Phoenix   |  |
| County                   | Maricopa  |  |
| Contact for Inspection   | Troy Swihart  |  |
| Contact Phone Number     | 6232826515  |  |
| Fire Marshal Contact     | Arizona State Fire Marshal's Office<br>Suite 100 Phoenix, Arizona 85007 | 1110 West Washington St.<br>(O) 602.771.1400 |
| DEPUTY FIRE MARSHAL:     | Virgil Esmont 86  |  |

Inspector Signature

[Signature]



Phone

(602) 620-4058

Permit Inspection

No

Type of Inspection

Re-Inspection

Inspection

Periodic Fire Safety Inspection

Inspection Results

1 Violation Type

No Violations

Congratulations

At time of inspection this facility had no violations of the Arizona State Fire Code noted. Approved for DES licensure for three years. Approved for DHS licensure for three years. Approved for state licensure.

Violation Type

N/A

Comments

All VIOLATIONS FROM Previous Inspection Have Been Corrected.

Tag

Pass

Inspection Time

1.0

Travel Time

0.5

Mileage From Office

5.6

Fire Code Compliance  
Status

The items noted above, unless otherwise stated, are in compliance with the Arizona State Fire Code, A.A.C. R4-36-201 adopted pursuant to A.R.S. 37-1307. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.

Report received by

[Signature]



Send Email To:

Floortroy@YAhoo.COM

Date

Monday, February 12, 2018





City of Phoenix

## CERTIFICATE OF OCCUPANCY

**MAIL TO:**

THE NORMANDY CORPORATION  
7246 E JOSHUA TREE LN  
SCOTTSDALE, AZ 85250

Issuance of this Certificate of Occupancy indicates the following described building, or portion of a building, has been inspected and been found to be in substantial compliance with applicable city codes and ordinances for the hereby authorized use and occupancy. No change in use, occupancy, or of use is allowed without obtaining a new Certificate of Occupancy. This building shall be maintained in a safe and sanitary condition. All devices, safeguards and exit facilities shall be maintained in good working order. This Certificate of Occupancy shall be void if any requirement, condition or stipulation of Certificate of Occupancy or of the authorizing permits is violated. This Certificate of Occupancy is to be kept on the subject property, and is required to be posted for public information if so ordered by the building official.

**SUBJECT ADDRESS:** 3001 W INDIAN SCHOOL RD

**OWNER:** THUNDERBIRD BUSINESS PARK LLC  
4455 E CA E BACL RD # 263-E  
PHOENIX, AZ 85018

**CERTIFICATE #:** 0104405

**BUILDING PERMIT:** BLD 01019968

**ISSUED:** 11-OCT-2001

**PROJECT:** 01-20420 - AIRHAVEN INDUSTRIAL DISTRICT UNIT TWO

**FLOOR AREA:** 23,000

**AUTHORIZED USE AND OCCUPANCY:** E-1

**DESCRIPTION OF USE:** COMMERCIAL REMODEL

PROJECT NAME: PAN AMERICAN ELEMENTARY CHARTER SCHOOL LOG#: LPFR 0102975

ZONING: IND PK, PROJECT: 501-20420 N: SITE INSP

Y: SPRINKLERS Y: FIRE ALARM WITH SMOKE DETECTORS N: SPECIAL EGRESS CONTROL

Y: EMERGENCY LIGHTING N: DEFERRED SUBMITTAL

N: SPEC per PCC SEC. 1701

N: STR. SEC. 1702 N: ELEC PCC SEC. 2702 N: ELEC OBS PCC SEC. 2703

WATER METERS: EXISTING N: ELEVATOR N: SECONDARY BACKFLOW

STAFF ID: BGAW JOB CONTACT NAME: SYD ABED PH: 602-315-8110

SCOPE OF WORK: BLD PLMB MECH ELEC PCC SITE

DESCRIPTION OF WORK: REMODEL FOR A K-6 NEW ELEMENTARY SCHOOL. COFO (B TO E-1) NEW WALLS, REDUCTING EXISTING A/C, AND NEW INTERIOR DOORS AND CEILING TILE- EXISTING GRID NEW BATHROOMS AND CARPET.

# PAN-AMERICAN SCHOOL

3001 West Indian School Road  
Phoenix, Arizona

## About this project...

THIS IS PROJECT IS A TENANT IMPROVEMENT IN AN EXISTING ONE STORY SHELTER BUILDING FOR A CHARTER SCHOOL. THE NORTHERN END OF THE SCHOOL IS THE STREET LEVEL FLOOR OF AN EXISTING THREE STORY BUILDING. THE SITE IS SPLIT BY AN EXISTING FOUR HOUR SEPARATION WALL.

## How to read these plans.

THESE PLANS ARE DRAWN USING A REVERSE FORMAT. THE LEGENDS ON EACH SHEET EXPLAIN THE MANY SYMBOLS USED THROUGHOUT THE PLANS.

A SYMBOL SHOWN IN A LEGEND DOES NOT NECESSARILY MEAN THAT THE ITEM INCLUDES WITHIN THE SCOPE OF THIS PROJECT. REVIEW THE PLANS AND SPECIFICATIONS CAREFULLY TO DETERMINE THE COMPLETE SCOPE OF WORK.

## Location Map

**Caution:**

The specifications contain important information relating to building codes, city ordinances, materials and methods. If no specification booklet is attached at this location you are working with an incomplete document!

## Sheet Index

- A.1 COVER SHEET
- A2.1 FLOOR PLAN SOUTH
- A2.2 FLOOR PLAN NORTH
- A3.1 CEILING PLAN SOUTH
- A3.2 CEILING PLAN NORTH
- A4 FINISH/DOOR SCHEDULES
- D.1 DETAILS
- D.2 DETAILS
- E1.1 POWER PLAN SOUTH
- E1.2 POWER PLAN NORTH
- E2.1 LIGHTING PLAN SOUTH
- E2.2 LIGHTING PLAN NORTH
- E.3 SCHEDULES/ ONE LINE DIAGRAM
- M1.1 MECHANICAL PLAN SOUTH
- M1.2 MECHANICAL PLAN NORTH
- P.1 PLENUMING PLAN

## City of Phoenix Construction Codes

THIS PROJECT SHALL REFER TO THE FOLLOWING CODES:

- 1997 UNIFORM BUILDING CODE
- 1994 UNIFORM FIRE CODE
- 1993 NATIONAL ELECTRICAL CODE
- 1997 UNIFORM FIRE CODE
- 1994 UNIFORM MECHANICAL CODE
- 1993 CBOA/NFPA 901.1

## Project Scope of Work

TENANT IMPROVEMENT IN AN EXISTING SHELTER FOR A CHARTER SCHOOL. MECHANICAL EQUIPMENT IS EXISTING FOR AREA SOUTH OF EXISTING TRAIL FOUR SEPARATION WALL. THERE IS NO GAS WORK THIS PROJECT.

## Project Information

ZONE: D-2  
CONSTRUCTION TYPE: IV-B  
SITE AREA: 23,344 sq. ft.  
OCCUPANCY TYPE: E-1  
OCCUPANT LOAD:  
ELEMENTARY: 1300 / 20 = 65.0 USE 650  
CAFETERIA: 2320 / 15 = 154.7 USE 150  
OFFICE: 922 / 100 = 9.22 USE 10  
STORAGE/REAR: 1520 / 5 = 304  
TOTAL: 818.92 USE 815  
EXITS REQUIRED: 3  
EXITS PROVIDED: 4

## General Notes

- A. SITE IMPROVEMENTS, LANDSCAPING, PAVING, SHELTER, STRUCTURE, WATER AND SEWER MAIN LINES AND ELECTRICAL DISTRIBUTION ARE EXISTING SYSTEMS AND ARE TO BE MODIFIED ONLY TO THE EXTENT SHOWN IN THESE DOCUMENTS.
- B. ALL PRODUCTS LISTED BY USED BUSINESSES SHALL BE INSTALLED PER THE PERFORM AND MANUFACTURER'S WRITTEN INSTRUCTIONS. PRODUCT SUBSTITUTION FOR PRODUCTS LISTED SHALL ALSO HAVE AN USED APPROVED EQUIPMENT REPORT OR BE APPROVED AND LISTED BY OTHER MANUFACTURER RECOMMENDED TESTING AGENCIES.
- C. FIRE SPRINKLER APPROVALS ARE NOT INCLUDED UNDER THIS PROJECT. BEFORE COMMENCING ANY WORK ON THE SPRINKLER SYSTEM, PLANS MUST BE SUBMITTED TO AND APPROVED BY THE BUILDING DEPARTMENT. THE SYSTEM MUST BE SUBMITTED AND APPROVED BY THE BUILDING DEPARTMENT PRIOR TO A COMMENCEMENT OF CONSTRUCTION.

## Parking Calculations

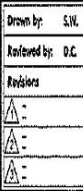
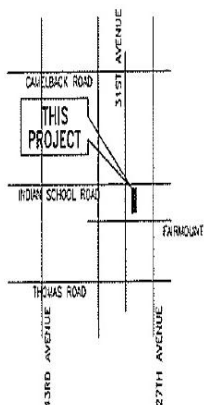
FOR THIS PROJECT:  
PARKING REQUIRED:  
ELEMENTARY: ONE PER THREE EMPLOYEES  
50 / 3 = 17  
TOTAL: 17  
PARKING ALLOTTED:  
BASED ON PRIOR OCCUPANCY  
OFFICE: ONE PER 100 SF  
2320 / 100 = 23  
TOTAL ALLOTTED: 23

## Status of Documents

THESE PLANS ARE ISSUED FOR BIDDING AND PERMITTING. FINAL PLANS FOR CONSTRUCTION WILL BE ISSUED AFTER APPROVAL BY ALL GOVERNING AGENCIES. AGENCY ITEMS AND ADDENDA ITEM, IF ANY, WILL BE ADDED TO FINAL PLANS AND WILL BE PROPERLY NOTED AS SUCH.

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## Vicinity Map



# Floor Plan Keynotes

- EXISTING ONE HOUR BUILDING CORRIDOR.
- EXISTING FIRE RISER ROOM.
- EXISTING ELECTRICAL CLOSET.
- EXISTING S.E.S.
- EXISTING GAS METER. THERE IS NO GAS WORK THIS PROJECT.
- EXISTING COLLINGS.
- EXISTING FOUR HOUR BEARING WALL.
- ACCESSIBLE BATH. 1:12 SLOPE.
- 1-1/2" METAL WINDOW UNITS BY WALL + 20" ABOVE RAMP. PROVIDE 1-1/2" CLEARANCE FROM RAIL TO WALL. EXPOSED INSULATION 1" PAST TERMINATION OF RAMP. RETURN CLOS TO WALL.
- AT EXISTING EXTERIOR DOORS. LOCK ALL DOORS. PROVIDE 2" FLOORING OVER FACE OF OPENING TO FLOOR HIGH 2" FLOORING AT EXISTING MASONRY WALLS.

## Wall Legend

| Existing Walls                        | New Walls   |
|---------------------------------------|---|
| INTERIOR WALL                         | INTERIOR WALL<br>SEE DETAIL A1, SHEET D-1   |
| CMU WALL                              | CMU WALL WITH FLOORING<br>SEE DETAIL A2, SHEET D-1  |
| CONCRETE TILT SLAB WALL               | ONE HOUR RATED WALL<br>SEE DETAIL A3, SHEET D-1   |
| CONCRETE TILT SLAB WALL WITH FLOORING | 12" WALL<br>SEE DETAIL A4, SHEET D-1  |
| WALL TO BE REMOVED                    | 1/2" GIP DD ON 12" GIP G.A. METAL FLOORING<br>STRIPS AT 24" O.C. WITH BATT OR ROCK INSULATION ON EXISTING CMU WALL      |
|                                       | 1/2" GIP DD ON 12" GIP G.A. METAL FLOORING<br>STRIPS AT 24" O.C. WITH BATT OR ROCK INSULATION ON EXISTING CONCRETE WALL |













## Doors

| SEE DETAIL A5, SHEET D-1 FOR REQUIRED DOOR CLEARANCES   |  |
|---|--|
| EXISTING DOOR OR PAIR OF DOORS  | EXISTING DOOR OR PAIR OF DOORS TO BE REMOVED   |
| EXISTING DOOR OR PAIR OF DOORS TO BE RELOCATED (RELATIVE TO LOCATION OF CORRESPONDING NEW DOOR) | RELOCATED DOOR OR PAIR OF DOORS  |
| NEW DOOR OR PAIR OF DOORS<br>3'-0" X 7'-0" X 1-3/4" UNLESS NOTED OTHERWISE ON PLAN              | POCKET DOOR:<br>3'-0" X 7'-0" X 1-3/4" UNLESS NOTED OTHERWISE ON PLAN  |
| SPECIAL SET DOOR OR PAIR OF DOORS<br>3'-0" X 7'-0" X 1-3/4" UNLESS NOTED OTHERWISE ON PLAN      | DOOR SCHEDULES:<br>(1) 20 MINUTE RATED DOOR<br>(2) 3/4 HOUR RATED DOOR<br>(3) 1 HOUR RATED DOOR<br>(4) 2 HOUR RATED DOOR<br>(5) 4 HOUR RATED DOOR<br>(6) 6 HOUR RATED DOOR<br>(7) 8 HOUR RATED DOOR<br>(8) 10 HOUR RATED DOOR<br>(9) 12 HOUR RATED DOOR<br>(10) 15 HOUR RATED DOOR<br>(11) 20 HOUR RATED DOOR<br>(12) 30 HOUR RATED DOOR<br>(13) 40 HOUR RATED DOOR<br>(14) 60 HOUR RATED DOOR<br>(15) 90 HOUR RATED DOOR<br>(16) 120 HOUR RATED DOOR<br>(17) 180 HOUR RATED DOOR<br>(18) 240 HOUR RATED DOOR<br>(19) 360 HOUR RATED DOOR<br>(20) 480 HOUR RATED DOOR<br>(21) 720 HOUR RATED DOOR<br>(22) 960 HOUR RATED DOOR<br>(23) 1440 HOUR RATED DOOR<br>(24) 2160 HOUR RATED DOOR<br>(25) 2880 HOUR RATED DOOR<br>(26) 3600 HOUR RATED DOOR<br>(27) 4320 HOUR RATED DOOR<br>(28) 5040 HOUR RATED DOOR<br>(29) 5760 HOUR RATED DOOR<br>(30) 6480 HOUR RATED DOOR<br>(31) 7200 HOUR RATED DOOR<br>(32) 7920 HOUR RATED DOOR<br>(33) 8640 HOUR RATED DOOR<br>(34) 9360 HOUR RATED DOOR<br>(35) 10080 HOUR RATED DOOR<br>(36) 10800 HOUR RATED DOOR<br>(37) 11520 HOUR RATED DOOR<br>(38) 12240 HOUR RATED DOOR<br>(39) 12960 HOUR RATED DOOR<br>(40) 13680 HOUR RATED DOOR<br>(41) 14400 HOUR RATED DOOR<br>(42) 15120 HOUR RATED DOOR<br>(43) 15840 HOUR RATED DOOR<br>(44) 16560 HOUR RATED DOOR<br>(45) 17280 HOUR RATED DOOR<br>(46) 18000 HOUR RATED DOOR<br>(47) 18720 HOUR RATED DOOR<br>(48) 19440 HOUR RATED DOOR<br>(49) 20160 HOUR RATED DOOR<br>(50) 20880 HOUR RATED DOOR<br>(51) 21600 HOUR RATED DOOR<br>(52) 22320 HOUR RATED DOOR<br>(53) 23040 HOUR RATED DOOR<br>(54) 23760 HOUR RATED DOOR<br>(55) 24480 HOUR RATED DOOR<br>(56) 25200 HOUR RATED DOOR<br>(57) 25920 HOUR RATED DOOR<br>(58) 26640 HOUR RATED DOOR<br>(59) 27360 HOUR RATED DOOR<br>(60) 28080 HOUR RATED DOOR<br>(61) 28800 HOUR RATED DOOR<br>(62) 29520 HOUR RATED DOOR<br>(63) 30240 HOUR RATED DOOR<br>(64) 30960 HOUR RATED DOOR<br>(65) 31680 HOUR RATED DOOR<br>(66) 32400 HOUR RATED DOOR<br>(67) 33120 HOUR RATED DOOR<br>(68) 33840 HOUR RATED DOOR<br>(69) 34560 HOUR RATED DOOR<br>(70) 35280 HOUR RATED DOOR<br>(71) 36000 HOUR RATED DOOR<br>(72) 36720 HOUR RATED DOOR<br>(73) 37440 HOUR RATED DOOR<br>(74) 38160 HOUR RATED DOOR<br>(75) 38880 HOUR RATED DOOR<br>(76) 39600 HOUR RATED DOOR<br>(77) 40320 HOUR RATED DOOR<br>(78) 41040 HOUR RATED DOOR<br>(79) 41760 HOUR RATED DOOR<br>(80) 42480 HOUR RATED DOOR<br>(81) 43200 HOUR RATED DOOR<br>(82) 43920 HOUR RATED DOOR<br>(83) 44640 HOUR RATED DOOR<br>(84) 45360 HOUR RATED DOOR<br>(85) 46080 HOUR RATED DOOR<br>(86) 46800 HOUR RATED DOOR<br>(87) 47520 HOUR RATED DOOR<br>(88) 48240 HOUR RATED DOOR<br>(89) 48960 HOUR RATED DOOR<br>(90) 49680 HOUR RATED DOOR<br>(91) 50400 HOUR RATED DOOR<br>(92) 51120 HOUR RATED DOOR<br>(93) 51840 HOUR RATED DOOR<br>(94) 52560 HOUR RATED DOOR<br>(95) 53280 HOUR RATED DOOR<br>(96) 54000 HOUR RATED DOOR<br>(97) 54720 HOUR RATED DOOR<br>(98) 55440 HOUR RATED DOOR<br>(99) 56160 HOUR 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DOOR<br>(132) 79920 HOUR RATED DOOR<br>(133) 80640 HOUR RATED DOOR<br>(134) 81360 HOUR RATED DOOR<br>(135) 82080 HOUR RATED DOOR<br>(136) 82800 HOUR RATED DOOR<br>(137) 83520 HOUR RATED DOOR<br>(138) 84240 HOUR RATED DOOR<br>(139) 84960 HOUR RATED DOOR<br>(140) 85680 HOUR RATED DOOR<br>(141) 86400 HOUR RATED DOOR<br>(142) 87120 HOUR RATED DOOR<br>(143) 87840 HOUR RATED DOOR<br>(144) 88560 HOUR RATED DOOR<br>(145) 89280 HOUR RATED DOOR<br>(146) 90000 HOUR RATED DOOR<br>(147) 90720 HOUR RATED DOOR<br>(148) 91440 HOUR RATED DOOR<br>(149) 92160 HOUR RATED DOOR<br>(150) 92880 HOUR RATED DOOR<br>(151) 93600 HOUR RATED DOOR<br>(152) 94320 HOUR RATED DOOR<br>(153) 95040 HOUR RATED DOOR<br>(154) 95760 HOUR RATED DOOR<br>(155) 96480 HOUR RATED DOOR<br>(156) 97200 HOUR RATED DOOR<br>(157) 97920 HOUR RATED DOOR<br>(158) 98640 HOUR RATED DOOR<br>(159) 99360 HOUR RATED DOOR<br>(160) 100080 HOUR RATED DOOR<br>(161) 100800 HOUR RATED DOOR<br>(162) 101520 HOUR RATED DOOR<br>(163) 102240 HOUR RATED 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# Floor Plan Keynotes

- EXISTING ONE HOUR BUILDING CORRIDOR
- EXISTING FIRE RISER ROOM
- EXISTING ELECTRICAL CHASE
- EXISTING S.E.C.
- EXISTING GAS VETER. THERE IS NO GAS WORK THIS PROJECT
- EXISTING COLUMNS
- EXISTING FOUR HOUR DEMISING WALL
- ACCESSIBLE RAMP. 1/2" SLOPE
- 1-1/2" METAL HORIZONTAL MOUNTED ON WALL 4" ABOVE RAMP. PROVIDE 1-1/2" CLEARANCE FROM RAIL TO WALL. EXTEND HANDRAILS 12" PAST TERMINATION OF RAMP, RETURN ENDS TO WALL
- AT EXISTING EXTERIOR DOORS. LOCK ALL DOORS. PROVIDE 2" FLOORING OVER FACE OF OPENING TO FLOOR WITH 2" FLOORING AT EXISTING WALKWAY WALLS.

## Wall Legend

|   |   |
|---|---|
|  | INTERIOR WALL   |
|  | CMU WALL  |
|  | CMU WALL WITH FURRING   |
|  | CONCRETE TILT SLAB WALL   |
|  | CONCRETE TILT SLAB WALL WITH FURRING  |
|  | WALL TO BE REMOVED  |
| <hr/>   |   |
|  | INTERIOR WALL<br>SEE DETAIL A1, SHEET D-1   |
|  | TENANT DEMISING WALL<br>SEE DETAIL A2, SHEET D-1  |
|  | ONE HOUR RATED WALL<br>SEE DETAIL A3, SHEET D-1   |
|  | BOM WALL<br>SEE DETAIL A4, SHEET D-1  |
|  | 1/2" O/P BD OR 2"X6 GA. METAL FURRING<br>INSUL. IN 2" C.C. WITH BATT OR RGD<br>INSULATION ON EXTERIOR CMU WALL      |
|  | 1/2" O/P BD OR 2"X6 GA. METAL FURRING<br>INSUL. IN 2" C.C. WITH BATT OR RGD<br>INSULATION ON EXTERIOR CONCRETE WALL |

## Doors

|   |   |
|---|---|
| SEE DETAIL A5, SHEET D-1 FOR REQUIRED DOOR CLEARANCES |   |
|   | EXISTING DOOR OR PAIR OF DOORS  |
|   | EXISTING DOOR OR PAIR OF DOORS TO BE REMOVED  |
|   | EXISTING DOOR OR PAIR OF DOORS TO BE RELOCATED (RELOCATE TO LOCATION OF CORRESPONDING NEW DOOR) |
|   | RELOCATED DOOR OR PAIR OF DOORS   |
|   | NEW DOOR OR PAIR OF DOORS<br>3'-0" X 7'-0" X 1-3/4" UNLESS NOTED OTHERWISE ON PLAN              |
|   | PROPPED DOOR<br>3'-0" X 7'-0" X 1-3/4" UNLESS NOTED OTHERWISE ON PLAN                           |
|   | SPECIAL NEW DOOR OR PAIR OF DOORS<br>3'-0" X 7'-0" X 1-3/4" UNLESS NOTED OTHERWISE ON PLAN      |
|   | (20) 20 MINUTE RATED DOOR   |
|   | (60) 60 MINUTE RATED DOOR   |
|   | (1 1/2) 1 1/2 HOUR RATED DOOR   |
|   | (PH) PANIC HARDWARE REQUIRED  |
|   | (20) ONE HOUR RATED DOOR WITH 20 TEMPERED VISION PANEL  |

## Windows

|  |  |
|--|--|
|  | SEE AS INDICATED ON PLAN<br>TOP OF WINDOW 4'-0" TO 4'-4" (TYPICAL)<br>USE TEMPERED GLASS AS REQUIRED |
|  | SIDE LITE<br>2'-0" X 7'-0" WITH TEMPERED GLASS   |

## Ceiling Legend

|  |  |
|--|--|
|  | 2x4" CEILING GRID WITH LAY-IN PANELS                 |
|  | EXIT LIGHT 1/2 BATTERY PACK                          |
|  | SURFACE MOUNTED TRACK AND LIGHT FIXTURE              |
|  | 2x4 FLUORESCENT LIGHT/DISCHARGE LIGHT-FIXTURE        |
|  | 2x4 FLUORESCENT LIGHT-FIXTURE                        |
|  | RECESSED CAN LIGHT                                   |
|  | EXISTING GYPSUM BOARD CEILING                        |
|  | 1/2" GYPSUM BOARD CEILING/SOFT                       |
|  | 1/2" GYPSUM BOARD CEILING WITH SOUND BATT INSULATION |
|  | RETURN AIR GRILLE                                    |
|  | 2x4" CEILING GRID WITH LAY-IN PANELS                 |
|  | SUPPLY AIR DIFFUSER                                  |
|  | CEILING FAN  |
|  | RECESSED CEILING FIXTURE                             |



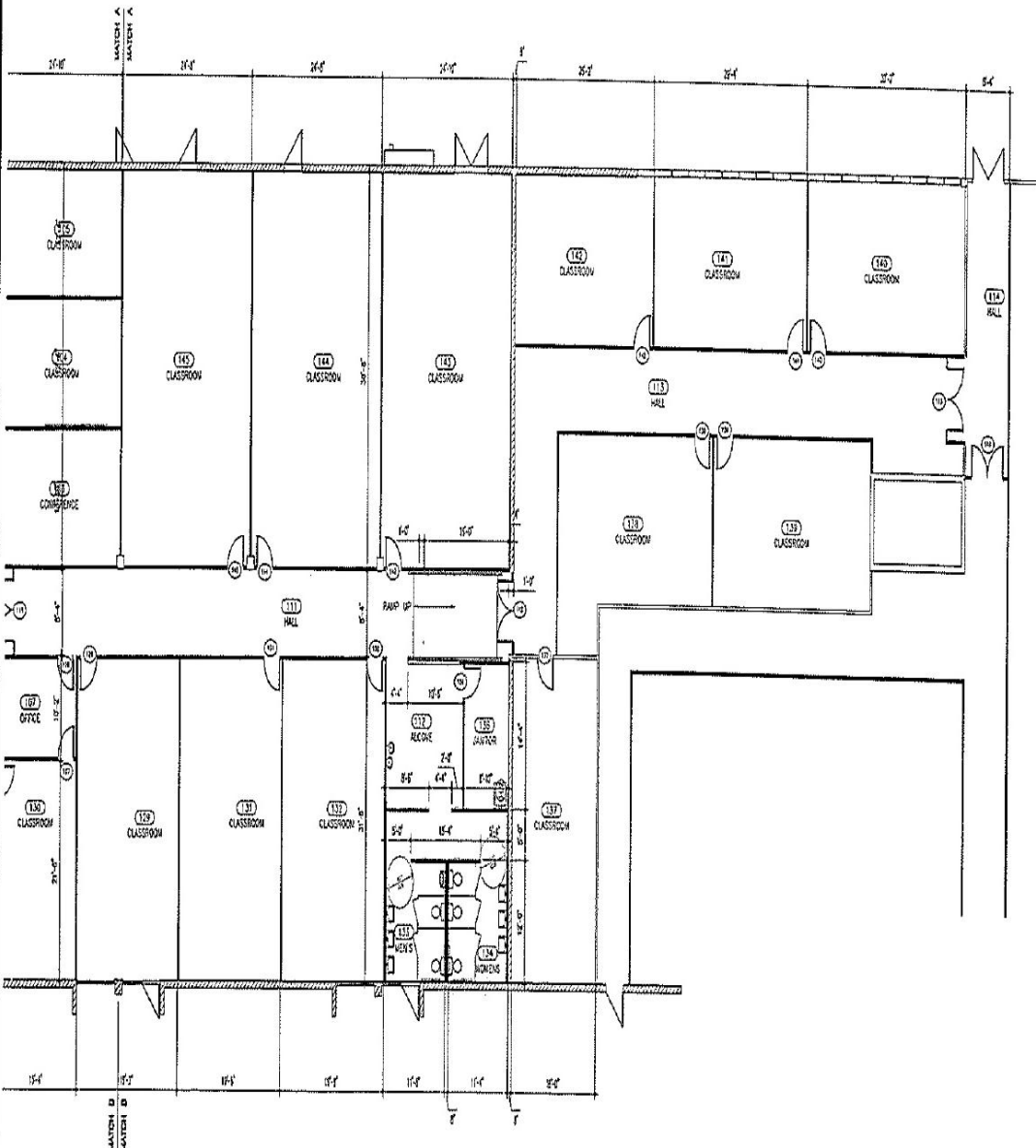
**C. T. Y. S. P. A. C. E. S.**  
COMMERCIAL ARCHITECTURE  
INCORPORATED  
1111 North Central Avenue • Phoenix, Arizona 85016 • Phone: 402-244-7777 • Fax: 402-244-1500 • Email: cty@ctsps.com



Drawn by: S.M.  
Reviewed by: D.C.  
Revisions:

**PAN-AMERICAN SCHOOL**  
Phoenix, Arizona  
04/01/01  
**PHX-336**

**A-2.2**



**FLOOR PLAN - NORTH**  
SCALE: 1/8" = 1'-0"



PAN-ELE-01

SNOWELL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                                      |
|--|--|--------------------------------------|
| <b>PRODUCER</b><br>The Mahoney Group - Mesa<br>1835 South Extension Road<br>Mesa, AZ 85210                         | <b>CONTACT NAME:</b> Ryan Edwards              |                                      |
|  | <b>PHONE (A/C, No, Ext):</b> (480) 730-4920    | <b>FAX (A/C, No):</b> (480) 730-4929 |
| <b>INSURED</b><br><br>Pan-American Elementary Charter School Inc<br>3001 W Indian School Road<br>Phoenix, AZ 85017 | <b>E-MAIL ADDRESS:</b>                         |                                      |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>           |                                      |
|  | <b>INSURER A:</b> Cincinnati Insurance Company |                                      |
|  | <b>INSURER B:</b> Wesco Insurance Company      |                                      |
|  | <b>INSURER C:</b>                              |                                      |
|  | <b>INSURER D:</b>                              |                                      |
| <b>INSURER E:</b>  |  |                                      |
| <b>INSURER F:</b>  |  |                                      |
| <b>NAIC #</b>  |  |                                      |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | ETD 0503419   | 11/27/2018              | 11/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COM/OP AGG \$ 3,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                 |           |          | ETA0503419    | 11/27/2018              | 11/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  |           |          | ETD 0503419   | 11/27/2018              | 11/01/2019              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | WWC3369165    | 09/14/2018              | 09/30/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
| A        | D&O - ELL/ EPLI   |           |          | EME0506475    | 11/27/2018              | 11/01/2019              | each Aggregate 2,000,000<br>each Deductible 5,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 3001, 2100 & 2020 W Indian School Rd, Phoenix AZ 85017. Accident policy #PHPA025302 with Philadelphia Insurance Companies - see attached.

## CERTIFICATE HOLDER

## CANCELLATION

Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ryan Edwards



**PHILADELPHIA**  
**INSURANCE COMPANIES**

*A Member of the Tokio Marine Group*

## **Philadelphia Indemnity Insurance Company**

Administrative Office  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
Tel: 800-873-4552

### **APPLICATION FOR BLANKET ACCIDENT INSURANCE Accidental Death and Accident Medical Benefits**

#### **Part I Proposed Policyholder**

**Full Legal Name of Proposed Policyholder** Pan American Elementary Corp

**Address** 3001 W Indian School Rd Ste 150 Phoenix, AZ 85017-4151

**Proposed Policyholder is** School

*please describe type of entity who will own policy*

**Requested Effective Date** 9/14/2018

**Expiration Date** 9/14/2019

**Who will be insured?** All enrolled students of the Policyholder, grades Pre-K to 12

*describe all members or participants of the Policyholder who will be insured*

#### **Part II Plan**

##### **a. Plan of Benefits**

Accidental Death \$25,000  
Accidental Dismemberment \$50,000  
Accidental Paralysis \$50,000  
Accident Medical Expense Benefits  
Maximum Benefit \$25,000  
Deductible Amount \$0  
Scope of Coverage: Full Excess

#### **Part III Acknowledgements and Signatures**

- a. **Fraud Warning** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Philadelphia Indemnity Insurance Company will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Philadelphia Indemnity Insurance Company, and (d) only those persons eligible under the terms of an issued policy will be insured.

**Dated at** \_\_\_\_\_ **on the** \_\_\_\_\_ **day of** \_\_\_\_\_, 20 \_\_\_\_\_

*Signed for the Proposed Policyholder*

*Signed by Licensed Agent*

**Title** \_\_\_\_\_ **Agent License Number** \_\_\_\_\_



**New Building - 83<sup>rd</sup> Avenue & Thomas  
(proposed campuses & location)**



HighMark School Development

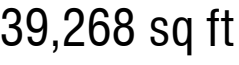
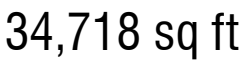
## Pan-American Charter School

83rd avenue and Thomas phoenix, AZ #Site Postcode

orcutt winslow



A0



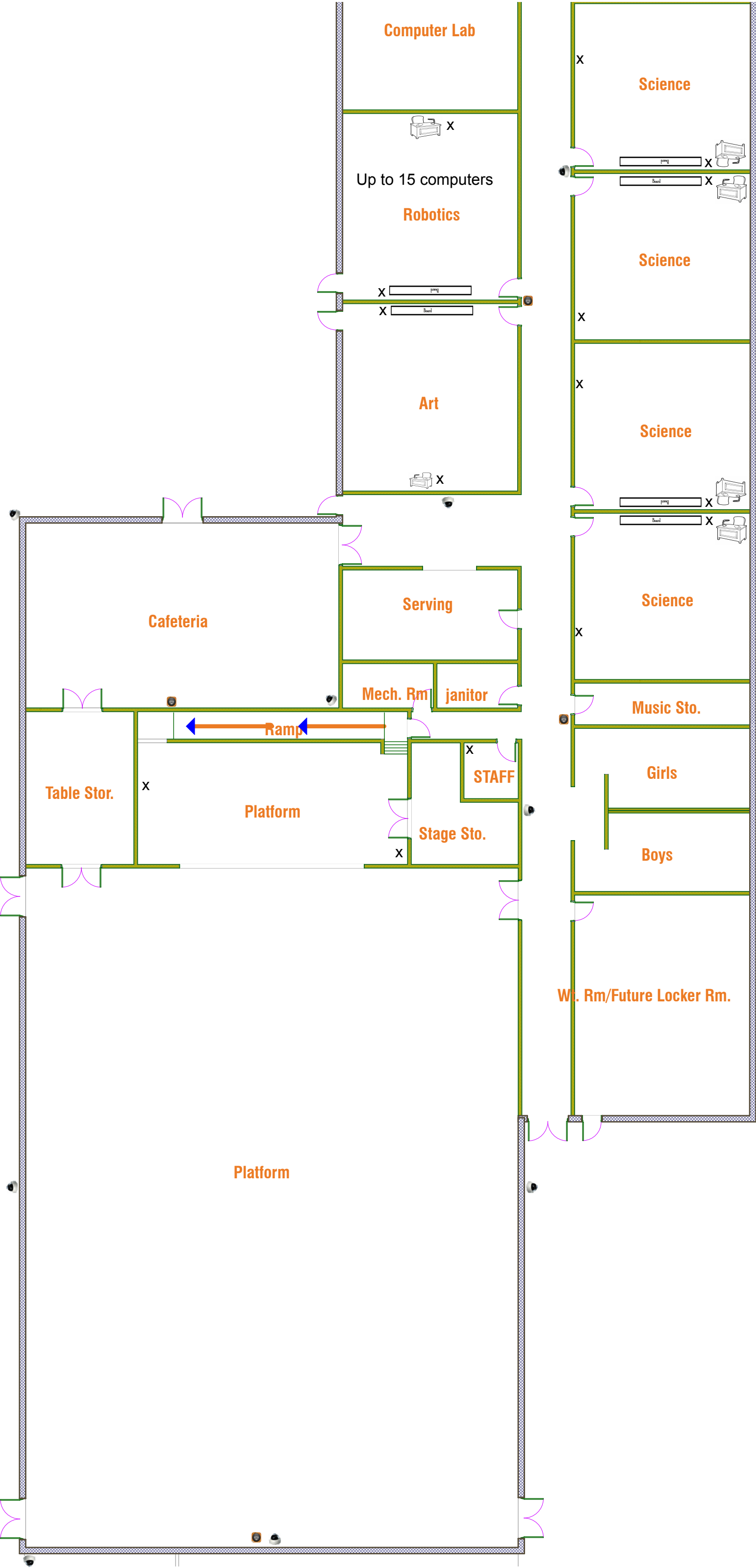
ELEMENTARY SCHOOL TOTAL:  
53,645 SQ FT  
HIGH SCHOOL TOTAL:  
39,268 SQ FT  
CAMPUS TOTAL:  
92,913 SQ FT

FIRST FLOOR PLAN 1/16 1/16" = 1'-0"

FIRST FLOOR PLAN 1/16 1/16" = 1'-0"

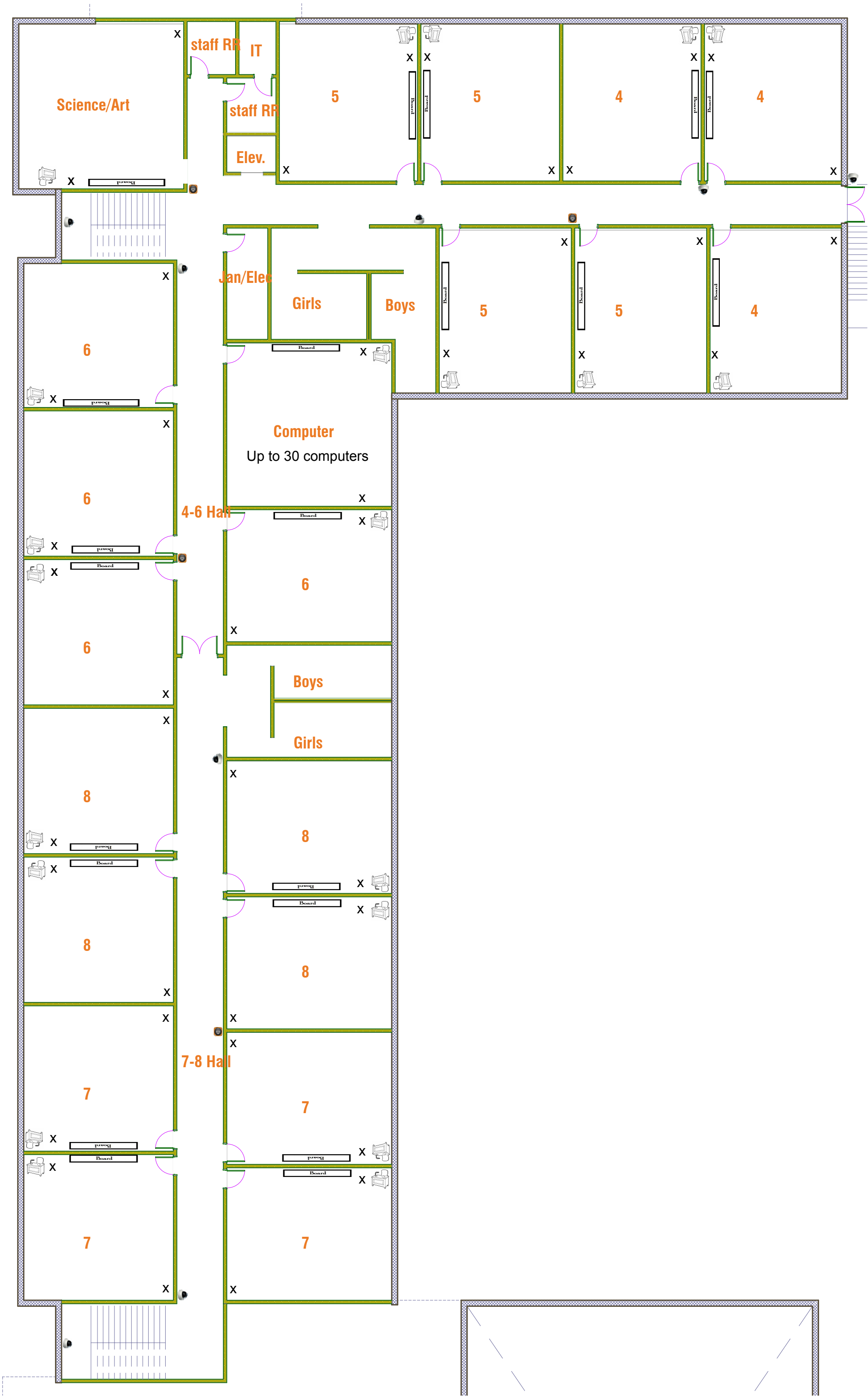














PAN AMERICAN CHARTER SCHOOL  
NEW CAMPUS FACILITY SPECIFICS  
LOWER SCHOOL, MIDDLE SCHOOL, HIGH SCHOOL

| Space List                                | per 11.05.18 revisions  |              |              |                         |              |             | per plans as presented 10.15.18 |              |              |                         |              |             |                     |
|---|-------------------------|--------------|--------------|-------------------------|--------------|-------------|---------------------------------|--------------|--------------|-------------------------|--------------|-------------|---------------------|
|   |                         | K-8          |              |                         | 9th-12th     |             |                                 | K-8          |              |                         | 9th-12th     |             |                     |
| BUILDING CONSTRUCTION                     | Enrollment 900 Students |              |              | Enrollment 400 Students |              |             | Enrollment 900 Students         |              |              | Enrollment 400 Students |              |             |                     |
| 450 FTE STUDENTS                          | area                    |              | Total        | area                    |              | Total       | area                            |              | Total        | area                    |              | Total       |                     |
| Two-story facility                        | Sq. ft.                 | Number       | Total        | Sq. ft.                 | Number       | Total       | Sq. ft.                         | Number       | Total        | Sq. ft.                 | Number       | Total       |                     |
| CLASSROOM SPACE                           |                         |              |              |                         |              |             |                                 |              |              |                         |              |             |                     |
| Kindergarten Classrooms                   | 700                     | 4            | 2800         |                         |              |             | 700                             | 4            | 2800         |                         |              |             |                     |
| 1st Grade Classrooms                      | 700                     | 4            | 2800         |                         |              |             | 700                             | 4            | 2800         |                         |              |             |                     |
| 2nd Grade Classrooms                      | 625                     | 4            | 2500         |                         |              |             | 700                             | 4            | 2800         |                         |              |             |                     |
| 3rd Grade Classrooms                      | 625                     | 4            | 2500         |                         |              |             | 700                             | 4            | 2800         |                         |              |             |                     |
| 4th Grade Classrooms                      | 625                     | 4            | 2500         |                         |              |             | 700                             | 4            | 2800         |                         |              |             |                     |
| 5th Grade Classrooms                      | 625                     | 4            | 2500         |                         |              |             | 700                             | 4            | 2800         |                         |              |             |                     |
| 6th Grade Classrooms                      | 625                     | 4            | 2500         |                         |              |             | 700                             | 4            | 2800         |                         |              |             |                     |
| 7th Grade Classrooms                      | 625                     | 4            | 2500         |                         |              |             | 700                             | 4            | 2800         |                         |              |             |                     |
| 8th Grade Classrooms                      | 625                     | 4            | 2500         |                         |              |             |                                 |              |              |                         |              |             |                     |
| Math                                      |                         |              |              | 625                     | 4            | 2,500       |                                 |              |              | 755                     | 4            | 3,020       |                     |
| Social Studies                            |                         |              |              | 625                     | 4            | 2,500       |                                 |              |              | 755                     | 4            | 3,020       |                     |
| Science                                   |                         |              |              | 775                     | 4            | 3,100       |                                 |              |              | 755                     | 4            | 3,020       |                     |
| ELA                                       |                         |              |              | 625                     | 4            | 2,500       |                                 |              |              |                         |              |             |                     |
| Computer                                  | 776                     | 1            | 776          | 726                     | 1            | 726         | 776                             | 1            | 776          | 726                     | 1            | 726         |                     |
| Robotics/Engineering                      |                         |              |              | 869                     | 1            | 869         |                                 |              |              | 869                     | 1            | 869         |                     |
| SPED                                      | 200                     | 2            | 400          | 200                     | 4            | 800         |                                 |              |              |                         |              |             | Can be combined     |
| Title 1                                   |                         |              |              | 200                     | 2            | 400         |                                 |              |              |                         |              |             | Can be combined     |
| ELL                                       |                         |              |              | 625                     | 1            | 625         |                                 |              |              |                         |              |             |                     |
| Art                                       | 754                     | 2            | 1508         | 870                     | 1            | 870         | 754                             | 2            | 1508         |                         |              |             |                     |
| Music                                     | 1000                    | 1            | 1000         |                         |              |             | 845                             | 1            | 845          |                         |              |             | Use Stage for class |
| Music Storage                             | 150                     | 1            | 150          | 200                     | 1            | 200         |                                 |              |              |                         |              |             | Near Stage          |
| Resource/Student Support                  | 252                     | 2            | 504          |                         |              |             | 252                             | 2            | 504          |                         |              |             |                     |
| General Classroom                         |                         |              |              |                         |              |             |                                 |              |              | 755                     | 1            | 755         |                     |
| Subtotal Classroom Space:                 |                         |              | 27,438       |                         |              | 15,090      |                                 |              | 26,033       |                         |              | 11,410      |                     |
| Grossing factor as noted                  |                         | 30%          | 8,231        |                         | 20%          | 3,018       |                                 | 30%          | 7,810        |                         | 20%          | 2,282       |                     |
| TOTAL CLASSROOM SPACE:                    |                         | 45           | 35,669       |                         | 27           | 18,108      |                                 | 38           | 33,843       |                         | 15           | 13,692      |                     |
| ADMIN/MULTI-PURPOSE                       |                         |              |              |                         |              |             |                                 |              |              |                         |              |             |                     |
| Reception / Lobby                         | 400                     | 1            | 400          | 400                     | 1            | 400         | 400                             | 1            | 400          | 488                     | 1            | 488         |                     |
| Administrative Offices                    |                         |              |              |                         |              |             |                                 |              |              |                         |              |             |                     |
| Principal                                 | 180                     | 1            | 180          | 180                     | 1            | 180         | 180                             | 1            | 180          | 180                     | 1            | 180         |                     |
| Offices                                   | 180                     | 3            | 540          | 180                     | 5            | 900         | 180                             | 1            | 180          | 180                     | 3            | 540         |                     |
| Conference Room                           | 180                     | 1            | 180          | 200                     | 1            | 200         | 180                             | 1            | 180          | 219                     | 1            | 219         |                     |
| Teacher Work Room                         | 0                       | 1            | 0            | 0                       | 1            | 0           | 459                             | 1            | 459          | 917                     | 1            | 917         |                     |
| Teacher Lounge/Flex Space                 | 220                     | 1            | 220          | 200                     | 1            | 200         | 221                             | 1            | 221          | 269                     | 1            | 269         |                     |
| MDF                                       | 160                     | 1            | 160          | 160                     | 1            | 160         | 263                             | 1            | 263          | 233                     | 1            | 233         |                     |
| Nurse                                     | 160                     | 1            | 160          | 160                     | 1            | 160         | 160                             | 1            | 160          |                         |              |             |                     |
| File Room                                 | 120                     | 1            | 120          | 120                     | 1            | 120         | 155                             | 1            | 155          | 156                     | 1            | 156         |                     |
| Fire Riser                                | 35                      | 1            | 35           | 45                      | 1            | 45          | 34                              | 1            | 34           | 112                     | 1            | 112         |                     |
| Mechanical                                | 60                      | 1            | 60           | 60                      | 1            | 60          | 60                              | 1            | 60           | 125                     | 1            | 125         |                     |
| Janitor/Elec/IDF                          | 150                     | 3            | 450          | 84                      | 2            | 168         | 300                             | 3            | 900          | 84                      | 2            | 168         |                     |
| Media Room                                | 800                     | 1            | 800          |                         |              |             | 784                             | 1            | 784          |                         |              |             |                     |
| Multipurpose Room                         | 5074                    | 1            | 5074         |                         |              |             | 5074                            | 1            | 5074         |                         |              |             |                     |
| Gym                                       |                         |              |              | 8800                    | 1            | 8800        |                                 |              |              | 8800                    | 1            | 8,800       |                     |
| Gym Storage                               |                         |              |              | 435                     | 1            | 435         |                                 |              |              | 435                     | 1            | 435         |                     |
| Weight Room                               |                         |              |              | 1000                    | 1            | 1000        |                                 |              |              |                         |              |             |                     |
| Cafeteria                                 |                         |              |              | 1500                    | 1            | 1500        |                                 |              |              |                         |              |             |                     |
| Serving Kitchen                           |                         |              |              | 400                     | 1            | 400         |                                 |              |              |                         |              |             |                     |
| Cooking Kitchen                           | 1100                    | 1            | 1100         |                         |              |             | 1000                            | 1            | 1000         |                         |              |             |                     |
| Gym Toilets                               | 225                     | 2            | 450          | 450                     | 2            | 900         | 225                             | 2            | 450          | 450                     | 2            | 900         |                     |
| Stage/Ramp                                | 1070                    | 1            | 1,070        | 1068                    | 1            | 1068        | 1070                            | 1            | 1,070        | 1068                    | 1            | 1,068       |                     |
| Table/Chair/Storage                       | 400                     | 1            | 400          | 435                     | 1            | 435         | 400                             | 1            | 400          | 435                     | 1            | 435         |                     |
| Stage Storage                             |                         |              |              | 200                     | 1            | 200         |                                 |              |              | 200                     | 1            | 200         |                     |
| Student Toilets                           | 336                     | 4            | 1344         | 490                     | 2            | 980         | 336                             | 4            | 1344         | 490                     | 2            | 980         |                     |
| Single Toilets                            | 70                      | 7            | 490          | 85                      | 3            | 255         | 70                              | 8            | 560          | 85                      | 3            | 255         |                     |
| Future Locker                             |                         |              |              | 1100                    | 0            | 0           |                                 |              |              | 1100                    | 0            | 0           | Not Included        |
| Future Large Storage                      |                         |              |              | 490                     | 0            | 0           |                                 |              |              | 490                     | 0            | 0           | Not Included        |
| Subtotal Admin Space:                     |                         |              | 13,233       |                         |              | 18,566      |                                 |              | 13,874       |                         |              | 16,480      |                     |
| Grossing factor of 25%                    |                         | 30%          | 3,970        |                         | 20%          | 3,713       |                                 | 30%          | 4,162        |                         | 20%          | 3,296       |                     |
| TOTAL ADMIN SPACE:                        |                         | 34           | 17,203       |                         | 32           | 22,279      |                                 | 33           | 18,036       | 21%                     | 26           | 19,776      |                     |
| GROSS ADMIN AND CLASSROOM BUILDING AREA   |                         |              | 52,872       |                         |              | 40,387      |                                 |              | 51,879       |                         |              | 33,468      |                     |
|   |                         |              |              |                         |              |             |                                 |              |              |                         |              |             |                     |
|   |                         | \$206/sq.ft. | 52,872       |                         | \$206/sq.ft. | 40,387      |                                 | \$206/sq.ft. | 51,879       |                         | \$206/sq.ft. | 33,468      |                     |
| PROJECTED COST FOR K-8 and 9-12 buildings |                         |              | \$10,891,694 |                         |              | \$8,319,763 |                                 |              | \$10,687,095 |                         |              | \$6,894,408 |                     |
|   |                         |              |              |                         |              |             |                                 |              | 52152        |                         |              | 33206       | Existing Plans      |

## PRE-DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS PRE-DEVELOPMENT AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made December 20, 2018 ("**Effective Date**"), by and between **HIGHMARK LAND, LLC**, a Utah limited liability company ("**Developer**"), and **PAN-AMERICAN ELEMENTARY CHARTER SCHOOL**, an Arizona non-profit corporation and a public charter school located in Maricopa County, Arizona ("**School**") (collectively, the "**Parties**").

### RECITALS

A. Developer provides services to charter school organizations to assist such organizations in leasing or purchasing and developing facilities suited to their educational mission and student enrollment needs, through lease and loan credit enhancement and guarantees, facilities development programs, and financial consulting and loan acquisition services.

B. School is interested in acquiring that certain real property of approximately 17.58 acres of land (Parcel No. 102-36-008C) located near the southwest corner of 83<sup>rd</sup> Ave. and Thomas Rd., Phoenix, Maricopa County, Arizona 85035, together with all rights and privileges appurtenant to such property (collectively, the "**Property**") for the operation of a public charter school facility (the "**Project**"). For purposes of this Agreement, the term "**Possible Transaction**" shall collectively refer to School's desired acquisition of the Property and development of the Project.

C. Developer and School have agreed that Developer will provide School with professional services relating to the acquisition of the Property and development of the Project, including the provision of the Pre-Development Services (as defined in **Section 2** below).

D. As part of the Pre-Development Services, Developer has entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated November 1, 2018, with the owners of the Property (collectively, "**Seller**"), for the purchase and sale of the Property (the "**Purchase Agreement**"). A copy of the executed Purchase Agreement is attached hereto as Exhibit B and incorporated herein by reference. Subject to the terms of this Agreement, the parties intend that Developer will assign the Purchase Agreement and all of its rights thereunder to School.

E. Should School elect to proceed with the acquisition of the Property and enter into an Assignment (defined in **Section 7(C)** below) for purposes of assuming the rights and obligations of "buyer" under the Purchase Agreement, School may elect to enter into one or more definitive agreements with Developer and/or third parties whereby such parties will provide services to School to facilitate the acquisition of the Property and/or the development of the Project. For purposes of this Agreement, the term "**Definitive Agreements**," shall refer to the Finance Agreements (as defined below) and one or more agreements for the development of the Project following School's purchase of the Property, which may include a development agreement with Developer and/or a design-build contract with Waltz Construction, a construction company utilized by Developer.

F. To facilitate the Possible Transaction, Developer has engaged D.A. Davidson (the "**Underwriter**") to pursue the issuance of a tax-exempt bond ("**Bond Financing**") for purposes of financing the acquisition of the Property by School and the development of the Project. School, whether through Developer and Underwriter or other sources, is entitled to pursue such other forms of financing for the acquisition of the Property and/or development of the Project as it may determine. Any financing obtained for School's acquisition of the Property and/or development of the Project, including, without

limitation, any Bond Financing, shall be pursuant to separate written agreements between School and the applicable lender (including any bond issuer) and upon terms and conditions deemed acceptable to School in its sole and absolute discretion (the "**Finance Agreements**").

G. In order to evaluate the Property, its suitability and fitness for the development of the Project and the viability of the Possible Transaction, Developer will undertake and perform certain due diligence and pre-development services for School.

H. The Parties desire by this Agreement to (a) authorize Developer to begin certain due diligence and pre-development services relating to the Project, (b) provide for the payment of costs for such pre-development services, and (c) provide for certain other matters relating to the Project, all as provided in this Agreement.

## **AGREEMENT**

NOW THEREFORE, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated herein as agreements of Developer and School for all purposes.

2. **Developer's Services.** As referred to in Recital C above, Developer has agreed to undertake, perform for and provide to School the following services ("**Pre-Development Services**"): (i) negotiating and drafting the Purchase Agreement and related documents in connection with the acquisition of the Property; (ii) conducting due diligence investigation of the Property as determined to be appropriate by Developer in its professional discretion and in accordance with professional standards for commercial real estate and development transactions, including, without limitation, ordering and reviewing title reports, appraisals, surveys, studies and tests relating to the Property; (iii) taking all actions necessary to obtain all approvals, entitlements, and/or permits for design, development and construction of the Project if deemed appropriate by Developer; (iv) providing other services with respect to the Project as deemed necessary by Developer in connection with the Project; and (v) engaging consultants and legal counsel in connection with the foregoing activities. All such Pre-Development Services shall be performed in accordance with and subject to the terms of this Agreement.

3. **Reimbursables.**

(A) School agrees to reimburse Developer for **up to \$250,000** (the "**School's Share**") of the Reimbursables (defined below) as provided in this **Section 3**. The term "**Reimbursables**" means those actual costs and expenses incurred and paid for by Developer, and/or which Developer intends to incur and pay for in full in accordance with **Section 7** below, estimates of which are set forth on Exhibit A attached hereto and incorporated herein by reference. Subject to the terms hereof, School approves the Reimbursables identified on Exhibit A and the proposals attached hereto on Exhibit A-1 (the "**Proposals**"), the engagement of First American Title Insurance Company in connection with a title report and zoning report for the Property, and the engagement of Snell & Wilmer in connection with Developer's services for the School. Developer shall consult with the School prior to engaging additional due diligence consultants and the School shall provide its input within three (3) business days of Developer's request for such input. Should School fail to timely respond to any request for input, such request shall be deemed denied and the parties agree that Developer shall in no event engage the applicable due diligence consultant(s). If School elects not to proceed with the acquisition of the Property, terminates this Agreement or the services of Developer, or the parties otherwise determine that the Possible Transaction is not going forward, Developer

shall use commercially reasonable efforts to immediately stop the consultants' services that have not been performed to mitigate the Reimbursables.

(B) If the Definitive Agreements are executed, the Reimbursables shall be paid in accordance with the terms of the Definitive Agreements.

(C) If the Definitive Agreements are not executed by the Closing, then the Reimbursable Expenses will be included in the project cost for another project that the Parties may jointly undertake and if no such project is undertaken within one (1) year of the Effective Date, then the School shall pay the School's Share to Developer as provided in **Section 3(D)** below.

(D) The School shall pay the School's Share to Developer in twelve (12) equal monthly installments; the first monthly installment shall be due on the date that is one (1) year after the Effective Date ("**First Payment Date**"); Developer will submit to the School a reasonably detailed invoice for the School's Share incurred by Developer prior to the First Payment Date.

(E) School is not required to pay to Developer any costs and expenses in connection with the Pre-Development Services in excess of the School's Share, unless School approves such additional expenses in writing or the Parties execute an amendment to this Agreement to increase the School's Share. If the School's Share is not paid by School as required by this **Section 3**, Developer shall have all rights and remedies available to it at law and in equity to recover the School's Share. Developer shall provide School with a monthly accounting of the Reimbursables.

(F) The provisions of this Section shall survive the termination or expiration of this Agreement.

4. **Deposit.** The Parties acknowledge that Developer deposited \$100,000 as an earnest money deposit under the Purchase Agreement (the "**Deposit**"). Subject to the terms of this Agreement, to the extent School assumes the Purchase Agreement pursuant to an Assignment (as defined below), and/or expressly agrees, or is deemed to agree, to allow the Deposit to become non-refundable under the Purchase Agreement, if the Closing under the Purchase Agreement does not occur for any reason, and the Deposit is forfeited to Seller under the Purchase Agreement as a result, School shall reimburse Developer for the Deposit in the same manner as the School's Share is reimbursed under Section 3(D) above (i.e., in twelve (12) monthly installments), with the first payment commencing 30 days after the date the Deposit is forfeited to Seller. To the extent the Closing doesn't occur and the Deposit is to be refunded to the "buyer" under the Purchase Agreement, School shall either cause Escrow Agent (as defined in the Purchase Agreement) to refund the Deposit directly to Developer or promptly deliver the Deposit to Developer in the event such amount is delivered to School. The provisions of this Section shall survive the termination or expiration of this Agreement. The obligations of School under this Section 4 are in addition to School's obligations to reimburse the School's Share to Developer.

5. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the earlier of (i) the execution of the Definitive Agreements by the Parties; and (ii) the date on which the entire School's Share and Deposit (if applicable) have been paid in full by the School.

6. **No Obligation to Enter Into Possible Transaction.** Nothing in this Agreement shall obligate the School or Developer to enter into the Possible Transaction or any portion or component of the Possible Transaction. The Possible Transaction is expressly subject to the execution of the Definitive Agreements and each party's approval of the Possible Transaction, provided that if the parties do not enter into the Possible Transaction, School is required to pay the School's Share and Deposit (if

applicable) to Developer as provided in **Sections 3 and 4** of this Agreement. School shall be entitled to terminate its agreement with Developer and the provision of all services by Developer, including, without limitation, this Agreement and the Pre-Development Services hereunder, at any time for any or no reason at all, in which event School shall pay to Developer School's Share and the Deposit (if applicable) in accordance with, and subject to, the terms of **Sections 3 and 4** of this Agreement.

7. **Purchase Agreement.**

(A) The Parties acknowledge that the School will be involved in all due diligence activities under the Purchase Agreement. Developer shall therefore promptly provide the School copies of all information and reports relating to the Property, including, without limitation, any information and reports generated in connection with the Pre-Development Services.

(B) Prior to the execution of an Assignment (defined later), Developer shall not waive any right or condition in favor of the "buyer" under the Purchase Agreement, including, but not limited to, any termination or cancellation right under Section 5.1 of the Purchase Agreement, or permit the Deposit to become non-refundable at the election of "buyer," without School's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. To receive the consent from the School referenced in the preceding sentence, Developer shall deliver to School written notice of any pending critical dates or actions to be taken by "buyer" under the Purchase Agreement at least three (3) business days prior to the date thereof and request School's consent to the proposed action. School shall provide written notice of its election to Developer within two (2) business days of its receipt of Developer's request for consent. School shall be obligated to respond within such time period. If Developer does not receive the School's written response to Developer's submission within the timeframe stated in this subsection, Developer may take an action specified in Developer's request without the need for the School's consent. Time is of the essence of this Agreement. Notwithstanding the foregoing, Developer has the right to terminate the Purchase Agreement in order to receive the Deposit under the Purchase Agreement without the School's consent.

(C) At the Closing, Developer will assign to the School all of its right, title and interest in, to and under the Purchase Agreement. Developer and School shall execute an assignment and assumption agreement (the "**Assignment**"), which shall be in a commercially reasonable form and mutually acceptable to Developer and School. The Assignment will provide that the Purchase Agreement is being assigned by Developer to School free and clear of all liens, encumbrances, rights and/or claims of any third parties and shall contain customary representations and warranties of the parties thereto, provided that such representations shall be acceptable to both Parties. In the event the Parties enter into the Assignment, the School's Share and the Deposit (as applicable) shall be paid by School in accordance with **Sections 3 and 4** above.

(D) By Closing, Developer shall deliver to School detailed invoice(s) for the Reimbursables incurred by Developer in accordance with the terms of this Agreement, evidence of prior payment of all such amounts by Developer and, as applicable, lien waivers reflecting the prior payment of such amounts.

8. **Performance of Developer Services.** Developer (through its employees, authorized agents, contractors and representatives) will coordinate and perform the Pre-Development Services in accordance with this Agreement and in accordance with the Standard of Care (defined below). "**Standard of Care**" means the level of effort, care, competency, and timeliness which commercial real estate development professionals ordinarily exercise in the commercially prudent performance of duties comparable to those specified herein with respect to projects of comparable size, cost, and complexity in

the State of Arizona, giving due regard to the authority and restrictions on authority contemplated hereby. Notwithstanding any other provision of this Agreement to the contrary, School acknowledges that (a) the services and work product provided by the Consultants (defined later), as contemplated hereby, are the responsibility of such parties, (b) Developer neither warrants nor guarantees their performance, (c) Developer shall not be responsible for the construction means, methods, techniques and/or procedures employed by the Consultants, (d) Developer shall not be liable or responsible for the failure of the Consultants to perform their work in accordance with the Proposals, and (e) Developer has other business interests and may engage in other activities in addition to those relating to the Project, provided that Developer shall dedicate sufficient time to the Pre-Development Services in accordance with the provisions of this Agreement. Developer (through its employees, authorized agents, contractors and representatives) will coordinate and perform the Pre-Development Services in accordance with this Agreement, in a professional, safe, workmanlike and diligent manner. Developer shall ensure that all due diligence consultants identified on Exhibit A ("**Consultants**") issue reliance letters to and/or certifications for the benefit of the School and its designees.

9. **School's Obligations.** School agrees to comply with the terms of this Agreement and shall timely provide all required information requested by the Underwriter and the bond issuer and otherwise cooperate in good faith with such parties in connection with the Possible Transaction. School shall cooperate in good faith with Developer to facilitate any communications or other efforts that may be necessary for Developer to perform the Pre-Development Services. To the extent School's input or approval is required under this Agreement, such input and approval shall be provided promptly, and such approval not be unreasonably withheld, delayed or conditioned.

10. **Notices.** All notices under this Agreement shall be in writing and shall be made by hand delivery, express delivery service, freight prepaid, or by certified mail, postage prepaid, return receipt requested. Notices may also be given by facsimile or e-mail. If notices are given by e-mail, no hard copies will be required. Notices will be delivered or addressed to Developer and School at the addresses, e-mail addresses, or facsimile numbers set forth below or at such other address or number as a party may designate to the other party in writing. Any such notice shall be deemed to be given and received and shall be effective (a) on the date on which the notice is delivered, if notice is given by hand delivery; (b) on the date of actual receipt, if the notice is sent by express delivery service; (c) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid; (d) if notice is given by email, on the date delivery thereof is acknowledged by the receiving party, evidenced by the sender's receipt of a receipt evidencing delivery from its email program, or the sender of an email notice otherwise does not receive any indication that such email did not get delivered properly to the applicable recipient; or (e) if notice is given by facsimile, on the date of the transmission thereof, as evidenced by a successful transmission log of the sender's fax machine.

If to Developer: 746 East Winchester, Suite 150  
Murray, Utah 84107  
Attn: Ms. McCall Judd  
Telephone: (801) 209-4532  
Facsimile: (801) 335-6527  
E-mail: [mccall@highmarkschools.com](mailto:mccall@highmarkschools.com)

With a copy to: Snell & Wilmer, L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101  
Attn: Leeza Evensen, Esq.  
Telephone: (801) 257-1900

Facsimile: (801) 257-1800  
E-mail: [levensen@swlaw.com](mailto:levensen@swlaw.com)

Pan-American Charter School

If to School:

3001 W. Indian School Rd.

Phoenix, AZ 85017

Attn: Mr. Todd Wade

Telephone: (602) 266-3989

Email: [todd.wade@panamericancharter.org](mailto:todd.wade@panamericancharter.org)

Facsimile: (602) 266-3979

With a copy to:

Osborn Maledon, P.A.

2929 North Central Avenue, 21<sup>st</sup> Floor

Phoenix, Arizona 85012

Attn: Jack Dearing

Telephone: (602) 640-9356

Email: [jdearing@omlaw.com](mailto:jdearing@omlaw.com)

11. **Governing Law.** This letter shall be governed by the laws of the State of Arizona, without giving effect to its conflict of law principles. Any legal action with respect to this letter shall be brought exclusively in the federal or state courts in the State of Arizona located in Maricopa County.

12. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. **Attorney's Fees.** Each Party shall pay the other Party's reasonable legal costs and attorney's fees incurred in successfully enforcing or defending against the other Party with respect to any covenants, terms or conditions of this Agreement. The terms and provisions of this Section shall survive any expiration or other termination of this Agreement.

14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties relating to the matters set forth herein, and no modification of this Agreement, and no waiver of the terms of either of said instruments, shall be effective unless made in writing and duly executed by the Parties.

15. **Successors and Assigns.** The covenants and agreements herein contained shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign this Agreement without the prior written consent of the other Party.

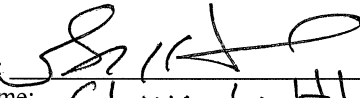
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers,  
as of the date and year first above written.

DEVELOPER:

**HIGHMARK LAND, LLC,**  
a Utah limited liability company

By:   
Name: Glenn L. Hileman  
Title: CEO

SCHOOL:

**PAN-AMERICAN ELEMENTARY CHARTER SCHOOL,**  
an Arizona non-profit corporation

By: TAWade  
Name: Todd Wade  
Title: Board Member



**EXHIBIT A  
REIMBURSABLES**

**Services Through 12/9/2018**

|                                |   |
|--------------------------------|---|
| Waltz Preconstruction Services | \$23,100  |
| Orcutt   Winslow Design Costs  | \$42,000  |
| Dan Mann - Civil               | \$16,000  |
| Geotechnical Survey            | \$8,600   |
| Fire Hydrant Flow Analysis     | \$500   |
| Phase I / Phase II             | \$4,000   |
| ALTA Survey                    | \$10,080  |
| Traffic Impact Analysis        | \$10,676  |
| Site Utility Consulting        | \$3,150   |
| Title Report/Zoning Report     | \$2,000   |
| Legal                          | \$40,000 - PSA/Carpenter's Site/Buffer<br>Zone/PD&R/Due Diligence |

Subtotal: **\$160,106**

**Services will begin the week of 12/10/2018**

|                                |           |
|--------------------------------|-----------|
| Waltz Preconstruction Services | \$23,100  |
| Orcutt   Winslow Design Costs  | \$159,092 |
| Dan Mann - Civil               | \$34,000  |
| Site Utility Consulting        | \$6,300   |

Subtotal: **\$222,492**

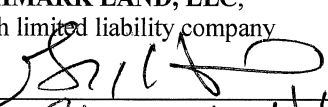
Total: **\$382,598.**

Individual Line Items are Estimates Only.

IN WITNESS WHEREOF, the Parties have executed this **Exhibit A** by their duly authorized officers, as of the date and year first above written.

**DEVELOPER:**

**HIGHMARK LAND, LLC,**  
a Utah limited liability company

By:   
Name: Glenn L. Heinen  
Title: CEO

**SCHOOL:**

**PAN-AMERICAN ELEMENTARY CHARTER SCHOOL,**  
an Arizona non-profit corporation

By: TAWade  
Name: Todd Wade  
Title: Board Member

**EXHIBIT A-1  
PROPOSALS**

(See Attached)

Exhibit B  
Purchase Agreement  
(See Attached)

***EXECUTION VERSION***

**PURCHASE AND SALE AGREEMENT  
AND  
JOINT ESCROW INSTRUCTIONS**

**EFFECTIVE DATE:** 11-1-18, 2018

**SELLER:** Mary Ann Slevcove, Co-Trustee of the SLEVCOVE FAMILY TRUST  
dated August 1, 1984; Julie Ann Sands, an individual; Sara Kuljis, an  
individual; and Joel Slevcove, an individual  
Address: P.O. Box 5684  
San Clemente, California 92674  
Attn: Julie Ann Sands  
Telephone: (949) 677-7651  
Facsimile: N/A  
E-mail: [jsandsintl@yahoo.com](mailto:jsandsintl@yahoo.com)

Copy to:

Dean J. Formanek, Esq.  
Warner Angle Hallam Jackson & Formanek PLC  
2555 E. Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Telephone: (602) 264-7101  
Facsimile: (602) 234-0419  
E-mail: [dformanek@WarnerAngle.com](mailto:dformanek@WarnerAngle.com)

**BUYER:** HIGHMARK LAND, LLC, a Utah limited liability company  
Address: 746 East Winchester, Suite 150  
Murray, Utah 84107  
Attention: Ms. McCall Judd  
Telephone: (801) 209-4532  
Facsimile: (801) 335-6527  
E-mail: [mccall@highmarkschools.com](mailto:mccall@highmarkschools.com)

Copy to:

Leeza Evensen, Esq.  
Snell & Wilmer, L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101  
Telephone: (801) 257-1900  
Facsimile: (801) 257-1800

E-mail: [levensen@swlaw.com](mailto:levensen@swlaw.com)

**ESCROW AGENT: FIRST AMERICAN TITLE INSURANCE COMPANY**

Address: 215 South State Street, Suite 380  
Salt Lake City, Utah 84111

Transaction Lead: Ronda Landa

Telephone: (801) 578-8804

Facsimile: (801) 618-9380

E-mail: [rlanda@firstam.com](mailto:rlanda@firstam.com)

And:

First American Title Insurance Company

National Commercial Services

2425 E. Camelback Road, Suite 300

Phoenix, AZ 85016

Escrow Officer: Brandon Grajewski

Telephone: (602) 567-8145

Facsimile: (602) 567-8101

Email: [bgrajewski@firstam.com](mailto:bgrajewski@firstam.com)

**PROPERTY:**

Approximately 17.58 acres of land located near the southwest corner of the intersection of 83<sup>rd</sup> avenue and Thomas Road in Phoenix, Arizona (APN: 102-36-008C), and all rights and privileges appurtenant to the real property, all of which are agreed to be and constitute a part of the real property. The legal description of the Property is attached hereto as **Exhibit A**. The term "**Property**" shall also include Seller's right to and interest in, any and all plans, specifications, studies, reports, entitlements, approvals, licenses, and permits from any governmental and regulatory agencies (collectively, "**Permits**").

**ARTICLE 1  
AGREEMENT OF THE PARTIES**

1.1 Agreement. In consideration of the mutual promises and covenants set forth in this Agreement, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement.

1.2 Effectiveness of Agreement. This Agreement shall be effective when both Buyer and Seller have executed this Agreement and the "**Effective Date**" means the date on which this Agreement is executed by the last to sign of Seller and Buyer. Promptly upon execution of this Agreement by both parties, Buyer will deliver a fully executed copy of this Agreement to Escrow Agent. In the event Seller does not execute this Agreement within one (1) week after Buyer's executed counterpart of this Agreement is delivered to Seller, this Agreement shall be automatically null and void.



## ARTICLE 2 PURCHASE PRICE AND PAYMENT TERMS

2.1 Purchase Price. The total purchase price for the Property ("**Purchase Price**") is \$4,556,419.56. The parties acknowledge that that Purchase Price is a fixed amount and that it will not be adjusted based on the actual acreage of Property that will be shown on the Survey (defined later), provided that the Property is comprised of at least 17.58 acres. If the gross acreage of the Property is less than 17.58 acres as will be shown on the Survey, then the Purchase Price shall be decreased so that the total sales price equals the per gross price (i.e., \$259,182 per gross acre) multiplied by the actual gross acreage of the Property as will be shown on the Survey, without deductions for easements or roadways). It is understood that if the gross acreage of the Property is more than 17.58 acres, then the Purchase Price remains \$4,556,419.56 and no adjustment to the Purchase Price will be made.

### 2.2 Earnest Money Provisions.

(a) Earnest Money. Within two (2) business days following the Effective Date, Buyer agrees to deposit in escrow the sum of \$100,000.00 as an earnest money deposit (the "**Earnest Money Deposit**").

(b) Manner of Payment; Deposit. The Earnest Money Deposit shall be made by wire transfer of immediately available funds to the account of Escrow Agent. Escrow Agent is instructed to deposit the Earnest Money Deposit in a federally-insured account, subject to immediate withdrawal, at a bank or savings and loan institution reasonably acceptable to Buyer.

(c) Interest. Interest earned on the Earnest Money Deposit shall be retained in the escrow until the Closing (defined later), at which time such interest shall be applied to the Purchase Price; *provided, however*, that if this Agreement is cancelled, the interest shall be paid to the party entitled to receive the Earnest Money Deposit.

### (d) Disposition of Earnest Money.

(i) If the escrow closes, the Earnest Money Deposit shall be credited against the Purchase Price.

(ii) If the Agreement is cancelled and, pursuant to the terms of this Agreement, Seller becomes entitled to receive and retain the Earnest Money Deposit, Escrow Agent shall immediately pay to Seller the Earnest Money Deposit.

(iii) If the Agreement is cancelled and, pursuant to the terms of this Agreement, Buyer becomes entitled to a return of the Earnest Money Deposit, Escrow Agent shall immediately refund to Buyer the Earnest Money Deposit.

2.3 Disbursements. At Closing, all amounts paid by Buyer on account of the Purchase Price, less any closing and other costs payable by Seller under this Agreement, shall be disbursed to Seller.

### ARTICLE 3 ESCROW

3.1 Establishment of Escrow; Escrow Instructions. An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Should Escrow Agent require the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.

3.2 Acceptance; Escrow Agent Not a Party. By accepting this escrow, Escrow Agent agrees to be bound by the terms of this Agreement as they relate to the duties of Escrow Agent. However, such agreement does not constitute Escrow Agent as a party to this Agreement and no consent or approval from Escrow Agent shall be required to amend, extend, supplement, cancel or otherwise modify this Agreement except to the extent any such action increases the duties of Escrow Agent or exposes Escrow Agent to increased liability, in which such action shall not be binding on Escrow Agent unless Escrow Agent has consented to the same in writing.

3.3 Conflicting Demands. If conflicting demands are made upon Escrow Agent or legal action is threatened or commenced in connection with this Agreement involving Escrow Agent's duties under this Agreement, Escrow Agent may, in Escrow Agent's sole discretion, (a) withhold and stop all further proceedings without liability therefor, or (b) file suit for interpleader or declaratory relief. If (a) Escrow Agent is required to respond to any legal summons or proceedings, (b) any action of interpleader or declaratory relief is brought by Escrow Agent, or (c) conflicting demands by or notices from the parties or any other person or entity are served upon Escrow Agent, Seller and Buyer jointly and severally agree to hold Escrow Agent harmless from and to pay any and all costs, expenses and reasonable attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which Escrow Agent may incur or become liable for as a result of any of the above described events.

3.4 Cancellation Charges. If the escrow fails to close because of Seller's default, Seller shall be liable for all customary escrow cancellation charges. If the escrow fails to close because of Buyer's default, Buyer shall be liable for all customary escrow cancellation charges. If the escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half of all customary escrow cancellation charges.

3.5 IRS Reporting. Escrow Agent agrees to be the designated "reporting person" under §6045(e) of the U.S. Internal Revenue Code of 1986 as amended with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information,

returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

#### ARTICLE 4 DUE DILIGENCE MATERIALS

4.1 Information and Other Items to Be Provided to Buyer. Within the time periods set forth below, Seller will provide Buyer with the following (the “**Due Diligence Materials**”):

(a) Property Materials. Within five (5) business days following the Effective Date, copies of all plans, engineering plans, specifications and reports, site plans, architectural plans, drawings, licenses, leases, contracts, test and inspection reports, environmental assessments or reports (including, without limitation, environmental impact report(s), environmental site assessments (Phase I or Phase II), geotechnical reports, physical inspection reports, or toxic studies), abstracts of title, any existing fee or mortgagee title insurance policy for the Property, surveys, studies, bids, all governmental notices, agreements and zoning letters, zoning studies, development agreements, entitlement documentation, utility service agreements, warranties, guarantees, insurance policies, property tax and assessment records and notices, certificates of occupancy, Permits and other materials in Seller’s possession relating to the Property, or such other information which Buyer may reasonably request that are in Seller’s possession.

(b) Environmental Questionnaire. Seller shall promptly complete and submit to Buyer’s environmental consultant an environmental questionnaire required by the consultant in connection with Buyer’s Phase I investigations.

4.2 Material Changes in Information. At the Closing, Seller will report to Buyer in writing any material changes in and any documents that were prepared by or on behalf of Seller and furnished to Buyer pursuant to this Agreement, provided Seller shall not be obligated to update any information that was received from Seller or its agents unless Seller obtains actual knowledge of such changes.

4.3 Right to Enter and Inspect the Property. During the period from the Effective Date until the earlier of the Closing or cancellation of this Agreement, Seller grants Buyer the non-exclusive right and license for Buyer and Buyer’s representatives, agents, and contractors to enter upon the Property for the purposes of investigating and inspecting the Property, obtaining Approvals, and performing tests, studies and analyses with respect to the Property, including, without limitation, physical inspections, and environmental site assessments (Phase I and Phase II). Buyer agrees to indemnify and hold Seller free and harmless from any cost, expense, damage, liability or claim arising out of or in connection with any activities of Buyer, its representatives, agents, and contractors engaged by Buyer, unless resulting from preexisting contamination or conditions at the Property or from Seller’s negligence or intentional act. The foregoing indemnity obligations shall survive any termination or cancellation of this Agreement. Prior to any entry on to the Property, Buyer or Buyer’s representative must deliver to Seller proof of insurance evidencing commercial general liability insurance with coverage in an amount of not less than \$1,000,000.00 per occurrence, issued by an insurer authorized to do business in

Arizona, and which names Seller as an additional insured. Buyer must provide Seller with at least 48 hours prior written notice to Seller's representative at the following email: jsandsintl@yahoo.com and dformanek@warnerangle.com. Seller has a right to have an agent accompany any party Buyer sends onto the Property. Buyer's inspections shall not unreasonably interfere with the current farming operations under Seller's existing farm lease dated January 1, 2018 with an expiration date of December 31, 2018 ("**Farm Lease**"), provided that Seller shall cooperate with Buyer to allow Buyer to complete its inspections and tests of the Property in a timely manner. Any damages caused by Buyer to the Property shall be promptly repaired by Buyer. All Phase I testing shall be conducted in compliance with the parameters described on **Exhibit B** attached hereto ("**Due Diligence Guidelines**"). Buyer shall not disclose the results of its Phase I and Phase II reports to any governmental entity or party without Seller's prior written consent; provided, however, that Buyer has the right to disclose such results without Seller's consent to Buyer's assignees, lenders, all parties involved in Buyer's bond financing, and the tenants of the Property and their respective consultants, attorneys, accountants, agents, and representatives.

4.4 Survey. Buyer, at its sole expense, shall have the right to obtain an ALTA/ACSM survey ("**Survey**") of the Property, in a form acceptable to Buyer. The legal description of the Property in the Survey shall be the legal description of the Property used in the Deed (defined later) if Buyer provides the Survey to the Escrow Agent prior to the expiration of the Due Diligence Period. Seller shall have the right to rely on the Survey regarding the acreage of the Property. The Survey will show the gross acreage of the Property for the purpose of Section 2.1 of this Agreement.

## ARTICLE 5 CONDITIONS TO CLOSING

5.1 Conditions to Buyer's Obligation to Close. Buyer's obligations to close this transaction are subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Title Review. Buyer is satisfied with the status of title to the Property as disclosed by the Title Report (defined below) and the Survey. In that regard:

(i) During the Due Diligence Period (defined later), Buyer shall have the right to have the Escrow Agent prepare a preliminary title report or commitment for title insurance accompanied by legible copies of all documents referred to therein (collectively, the "**Title Report**") on the Property and review the Title Report and Survey and to give Seller and Escrow Agent written notice of any Survey matter or title exception which is unacceptable to Buyer, in Buyer's sole and absolute discretion (each such matter or exception, a "**Disapproved Matter**"). If, prior to Closing, Escrow Agent issues a supplemental or amended title report showing additional title exceptions (an "**Amended Title Report**"), Buyer shall have a period of time equal to ten (10) days from the date of receipt of the Amended Title Report and a copy of each document referred to in the

Amended Title Report in which to give notice of dissatisfaction as to any additional Disapproved Matters. If Buyer does not object to a Survey matter or an exception to title as disclosed by the Title Report or an Amended Title Report within the applicable time period, such matter or exception shall be deemed to have been approved by Buyer.

(ii) If Buyer gives timely notice of any Disapproved Matter, Seller shall have fifteen (15) days after receipt of such written notice during the Due Diligence Period or ten (10) days after receipt of such written notice after receipt of Buyer's supplemental objections after the expiration of the Due Diligence Period, as applicable (as applicable, "**Seller's Cure Period**") to notify Buyer in writing whether Seller intends to remove the Disapproved Matter or otherwise cure it, including, without limitation, by obtaining an endorsement to the title policy insuring over the Disapproved Matter, all at Seller's sole cost and expense. If Seller elects not to cure any Disapproved Matter (or is deemed to have elected not to cure any Title Defect by failing to send written notice to Buyer prior to the expiration of Seller's Cure Period), then as Buyer's sole and exclusive remedy, Buyer may terminate this Agreement upon written notice to Seller and the Earnest Money Deposit will be returned to Buyer, and thereupon this Agreement will be considered to have been terminated and Buyer and Seller shall each be released from all liability under this Agreement, except for obligations herein that expressly survive termination hereof.

(iii) Notwithstanding anything in this Agreement to the contrary, title to the Property shall be delivered to Buyer at the Closing free and clear of all leasehold interests, including the Farm Lease (defined later) and any renewal of the Farm Lease, and all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable) and all such leasehold interests, monetary liens and encumbrances shall be released from the Property by Seller at Seller's sole expense on or before the Closing. All such leasehold interests, liens and encumbrances are disapproved for the purposes of this Section, and Buyer need not give any further notice of disapproval as to those items.

(iv) The matters shown in the Title Report and any Amended Title Report (other than standard printed exceptions and exclusions that will be included in the title policy) that are approved or deemed approved by Buyer in accordance with this **Section 5.1(a)**, the Survey matters that are approved or deemed approved by Buyer, and any other matters approved by Buyer in writing, are referred to in this Agreement as the "**Approved Title Exceptions.**"

(b) Buyer's Investigations. Buyer is satisfied with Buyer's investigations and inspections with respect to the Property and this transaction, to be completed within the Due Diligence Period (defined later). In that regard, for a period commencing on the Effective Date and terminating at 5 o'clock p.m. (Mountain Standard Time) on that date that is sixty (60) days from the Effective Date, as may be extended as provided below



(the “**Due Diligence Period**”), Buyer will have the absolute right to cancel this Agreement for any reason whatsoever, in Buyer’s sole and absolute discretion, in which case the entire Earnest Money Deposit will be returned to Buyer. However, until Buyer cancels, Buyer will proceed in good faith with Buyer’s preliminary investigatory steps with respect to this transaction. All of Buyer’s investigations shall be at Buyer’s cost and expense. Unless Buyer gives written notice of cancellation prior to the expiration of the Due Diligence Period, then Buyer will be deemed to have elected not to cancel the Agreement under this provision. Buyer shall have the right to extend the Due Diligence Period one (1) time for a period of thirty (30) days, by providing notice (notice by email is sufficient) to Seller prior to the end of the initial Due Diligence Period. If Buyer exercises its extension right, the term “**Due Diligence Period**” shall mean the initial 60-day Due Diligence Period and the 30-day extension period.

(i) In addition to, and not in lieu of, Buyer’s rights contained in **Section 5.1(b)** above and other applicable provisions contained in this Agreement, Buyer shall have right to give Seller written notice (the “**Disapproval Notice**”) of a Disapproved Matter or of any matter relating to the Property disclosed to Buyer during the Due Diligence Period, including, without limitation, any environmental matter, which is unacceptable to Buyer, in Buyer’s sole and absolute discretion, on or before the expiration of the Due Diligence Period. In the event Buyer gives a Disapproval Notice, Seller shall have fifteen (15) days from Seller’s receipt of such Disapproval Notice to notify Buyer (a) that Seller will remove or cure such objectionable items identified in the Disapproval Notice on or before Closing; or (b) that Seller elects not to cause such objectionable items to be removed or cured. If Seller fails to timely give such notice to Buyer, then Seller shall be deemed to have given notice to Buyer under clause (b) of the preceding sentence. Seller shall have no obligation to cure any items identified in the Disapproval Notice. Buyer shall have ten (10) days from the date on which such notice to Buyer is given, or deemed to have been given, in which, by giving notice to Seller and Escrow Agent, either to (y) cancel the Agreement, in which case the entire Earnest Money Deposit will be returned to Buyer; or (z) Buyer may waive such objections and the transaction will close as scheduled. If Seller provides notice under clause (a) above and cannot remove such items identified in the Disapproval Notice before the Closing, then, at Buyer’s election, the entire Earnest Money Deposit will be returned to Buyer and this Agreement will be cancelled, or Buyer may waive such objections and the transaction will close as scheduled.

(c) Environmental Assessments. Buyer shall be satisfied with the results of any environmental site assessments or reports delivered by Seller in Seller’s possession and shall have obtained, at Buyer’s sole cost and expense, such additional environmental assessments of the Property as Buyer deems necessary and prepared by a company approved by Buyer and shall be satisfied with the results thereof. The foregoing condition must be satisfied within the Due Diligence Period.

(d) Inspection. Buyer shall have approved, within the Due Diligence Period, the results of a physical inspection of the Property.

(e) Changes. Buyer has approved, on or before the Closing, (i) the results of an inspection, at the Buyer's expense, of any material changes occurring after the satisfaction of the inspection condition described in **Section 5.1(d) (Inspection)**, and (ii) any supplementary information provided to Buyer as required by **Section 4.2**. If the condition described in this subsection (e) has not been satisfied by the Closing, Buyer shall have the right to terminate this Agreement by giving written notice to Seller, in which case the Earnest Money Deposit shall be returned to Buyer.

(f) Feasibility Study; Soils Report. Buyer is satisfied with the results of an economic and engineering feasibility study and a soils study of the Property to be undertaken at the sole expense of Buyer and completed on or before expiration of the Due Diligence Period.

(g) Approvals. By the end of the Approval Period (defined below), the Property is zoned and all studies, reports, permits, approvals, bond issuer and governmental approvals, entitlements, and written agreements satisfactory to Buyer (including, but not limited to, subdivision/planned development approvals, zoning permits, site plan approvals, plat/parcel map approvals, boundary/lot line adjustments, demolition, building and use permits, storm water discharge permits, sewer and water connections and extensions, architectural approvals, environmental approvals, permits, and reports, and traffic studies), required by the appropriate public or governmental authorities or quasi-governmental authorities, or private parties, as applicable, to permit (i) the conveyance of the Property to Buyer in accordance with applicable law; (ii) the development of the Property for Buyer's anticipated development and use of the Property as a charter school and related uses; and (iii) the issuance of bonds in connection with the development of the Property as a charter school and related uses (collectively, "**Approvals**") have been obtained and finally adopted, all without conditions, restrictions, regulations, and/or stipulations which are unacceptable to Buyer. As used in this Agreement, a matter shall not be deemed to be finally adopted until the last time period within which to contest each such matter by administrative or judicial proceedings, referendums, petitions for rehearing or otherwise has expired; *provided, however*, that nothing contained herein shall in any way be interpreted or construed to require Buyer to appeal a denial, or to contest the conditions, of any adverse Approval. In that regard:

(i) The term "**Approval Period**" shall mean a period starting on the Effective Date and ending on the date that is ninety (90) days from the expiration of the Due Diligence Period (as the Due Diligence Period may be extended as provided in **Section 5.1(b)**), unless terminated or waived earlier by Buyer in writing (which notice may be given by email). Buyer shall have the right to extend the Approval Period one (1) time for a period of sixty (60) days, by providing notice (notice by email is sufficient) to Seller prior to the end of the initial Approval Period. If Buyer exercises its extension right under this

subsection (i), the term “**Approval Period**” shall mean the initial Approval Period and the 60-day extension period, unless terminated or waived earlier by Buyer in writing (which notice may be given by email). In the event Buyer is unable to obtain any Approval on or prior to the expiration of the Approval Period, as may be extended, Buyer may by written notice to Seller on or prior to the expiration of the Approval Period, as extended, cancel this Agreement and upon such cancellation, Buyer shall be entitled to a return of the entire Earnest Money Deposit; provided, however, that after the date that is 180 days after the Effective Date, Buyer shall be entitled to a return of only 50% of the Earnest Money Deposit and Seller shall be entitled to the remaining 50% of the Earnest Money Deposit. If Buyer does not cancel this Agreement under this subsection (i), then on the date that is 180 days after the Effective Date, 50% of the Earnest Money Deposit shall become non-refundable to Buyer (but still applicable to the Purchase Price) for any reason other than as provided in **Sections 5.1, 8.4, and 9.2** of this Agreement. Upon the expiration of the Approval Period and if Buyer has not cancelled this Agreement, the entire Earnest Money Deposit shall be become non-refundable to Buyer (but still applicable to the Purchase Price) for any reason other than as provided in **Sections 5.1, 8.4, and 9.2** of this Agreement.

(ii) Any application for rezoning to be submitted by Buyer to governmental authorities shall be subject to Seller’s prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Seller does not respond to Buyer’s request for such approval within twenty (20) days of Buyer’s submittal to Seller, such submittal shall be deemed approved by Seller. Notwithstanding any of Buyer’s rights to obtain Approvals as set forth herein, Seller shall have no obligation to grant or convey any interest in the Property prior to the Closing, and Buyer shall not be entitled to record any document against the Property prior to the Closing without Seller’s consent. Any rezoning of the Property shall allow for full and continued farming operations. No Approval shall bind the Property prior to the Closing. Seller shall reasonably cooperate with Buyer throughout the approval process, provided that Buyer shall reimburse Seller for Seller’s commercially reasonable attorneys fees actually incurred by Seller in connection with Seller’s review of Buyer’s requests for approval, provided that Buyer shall approve such fees in advance in writing. Subject to the foregoing, Buyer shall reimburse Seller within thirty (30) days of Buyer’s receipt of Seller’s invoice.

(h) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent is prepared to close the transactions contemplated by this Agreement and Title Insurer is unconditionally prepared to issue the Title Policy (defined later). If the condition described in this subsection (h) has not been satisfied by the Closing, Buyer shall have the right to terminate this Agreement by giving written notice to Seller, in which case the Earnest Money Deposit shall be returned to Buyer.

(i) Intentionally Deleted.

(j) Truthfulness of Representations. Seller's representations and warranties set forth in this Agreement are true, complete and correct on and as of the Closing.

(k) Full Compliance. Seller has fully performed all of its obligations to be performed by Seller on or before Closing.

If any of the foregoing conditions is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Buyer in writing, Buyer may, in addition to any right or remedy otherwise available to Buyer, by written notice to Seller given at any time prior to Closing, cancel this Agreement. Upon such cancellation, Buyer shall be entitled to a return of the entire Earnest Money Deposit.

## ARTICLE 6 CLOSING

6.1 Time of Closing. Subject to the terms of this Agreement, the closing of this transaction and escrow (referred to in this Agreement as the "**Closing**") shall be on the date that is thirty (30) days after the expiration of the Approval Period, or on such earlier date as may be designated by Buyer upon at least ten (10) business days' advance written notice to Seller (which notice may be given by email) if such earlier date is on or before May 1, 2019. The Closing shall occur no later than 270 days after the Effective Date.

6.2 Closing Statements. Prior to Closing, Escrow Agent will prepare separate closing settlement statements for Seller and Buyer, reflecting the various charges, prorations and credits applicable to such party, as provided in this Agreement, and provide Seller with a copy of Seller's closing settlement statement and Buyer with a copy of Buyer's closing settlement statement. Prior to Closing, Seller shall have the right to review and approve its closing settlement statement to insure that such settlement statement conforms to the terms of this Agreement, and the settlement statement for Seller, as approved by Seller, is referred to in this Agreement as the "**Seller Closing Settlement Statement**". Prior to Closing, Buyer shall have the right to review and approve its closing settlement statement to insure that such settlement statement conforms to the terms of this Agreement, and the settlement statement for Buyer, as approved by Buyer, is referred to in this Agreement as the "**Buyer Closing Settlement Statement**".

6.3 Seller's Closing Documents. On or before the Closing, Seller shall deposit into escrow the following documents for delivery to Buyer at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) A special warranty deed (the "**Deed**"), conveying fee simple to the Property to Buyer, subject only to the Approved Title Exceptions;

(b) A certification to Buyer and Escrow Agent, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person

within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the related Treasury Regulations;

- (c) Seller's counterpart of the Assignment of Permits (as defined in Section 6.8);
- (d) An Affidavit of Property Value as required by law;
- (e) An owner's affidavit in the form required by the Escrow Agent; and
- (f) Such other documents as may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

6.4 Buyer's Closing Documents. On or before the Closing, Buyer shall deposit into escrow the following documents for delivery to Seller at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

- (a) Buyer's counterpart of the Assignment of Permits;
- (b) An Affidavit of Property Value as required by law; and
- (c) Such other documents as may be necessary or appropriate to consummate this transaction in accordance with the terms of this Agreement.

6.5 Title Policy. At the Closing, and as a condition to Buyer's obligation to close escrow, Escrow Agent shall deliver to Buyer an extended coverage owner's policy of title insurance, effective as of the Closing, issued by Escrow Agent insuring title to the Property in Buyer in the amount and with endorsements approved by Buyer in its sole discretion, with the policy amount not to be more than Buyer's planned investment in the Property, which amount may include all acquisition costs of the Property and the value of all future improvements that will be constructed on the Property; the policy will be subject only to the usual printed exclusions, exceptions, conditions and stipulations set forth in the printed form policy (other than standard printed exceptions and exclusions that are included in a standard owner's policy), Approved Title Exceptions, and any other items approved in writing by Buyer ("**Title Policy**"). Seller, at Seller's expense, shall satisfy all of Escrow Agent's requirements for issuance of the Title Policy, other than those, if any, within Buyer's control, such as obtaining the Survey and paying for such extended coverage. Seller shall be responsible for the premium relating to standard coverage title policy in the amount of the Purchase Price and Buyer shall be responsible for the increase in cost between the standard and extended policy and for the premium for coverage in excess of the Purchase Price, and for all costs of any endorsements requested by Buyer.

6.6 Closing Costs and Prorations.

- (a) Title Premiums. The premium related to the Title Policy shall be paid for by the parties in accordance with the provisions of **Section 6.5** above.



(b) Settlement Fee; Title Examination Fee. Upon the Closing, in addition to Seller's title charges as provided in **Section 6.5** above, Seller agrees to pay 50% of settlement, escrow, and title search fees. Buyer agrees to pay 50% of settlement, escrow, and title search fees.

(c) Recording Fees. Fees for recording any corrective instruments or release documents will be paid for by Seller. Fees for recording the Deed will be paid for by Buyer.

(d) Documentary Taxes and Transfer Taxes; Sales Taxes. Seller will pay any documentary transfer tax, stamp tax, rollback, real estate conveyance tax or similar tax or fee due and payable in connection with this transaction, and any transaction privilege tax, sales tax, or use tax payable on account of the sale of any portion of the Property.

(e) Prorations. Real estate taxes and assessments shall be prorated in escrow as of the Closing, based upon the latest available information. If, at the Closing, the actual real estate tax and assessment statements are not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual tax statements, Buyer and Seller shall re-prorate real estate taxes among themselves and make any necessary adjusting payments. Improvement liens, any rollover Greenbelt taxes, and other special assessments shall be paid in full by Seller. All prorations and/or adjustments called for in this Agreement will be made on the basis of a 30-day month and actual days elapsed unless otherwise specifically agreed in writing by Seller and Buyer.

(f) Miscellaneous Closing Costs. Any other closing costs not provided for above or elsewhere in this Agreement shall be paid by Buyer and Seller according to the usual and customary practice in the county where Property is located.

(g) Method of Payment. All closing costs payable by Seller shall be deducted from Seller's proceeds at the Closing. On or before the Closing, Buyer shall deposit with Escrow Agent cash in an amount sufficient to pay all closing costs payable by Buyer.

6.7 Payments and Disbursements to Be Handled through the Escrow. The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Agent through the escrow by appropriate charges and credits to Buyer and Seller and will be reflected in the Seller Closing Settlement Statement or the Buyer Closing Settlement Statement, as appropriate. All amounts payable pursuant to this Agreement will be paid to Escrow Agent for disposition through the escrow. Escrow Agent is authorized to make all disbursements to the parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this transaction and as set forth in the Seller Closing Settlement Statement and the Buyer Closing Settlement Statement.

6.8 Permits. At the Closing, Seller shall assign to Buyer any and all Permits with respect to the Property, to the extent assignable. The agreement assigning the Permits to Buyer (the "**Assignment of Permits**") shall be in a form reasonably acceptable to Seller and Buyer and shall be agreed upon on or prior to the expiration of the Due Diligence Period.

6.9 Removal Work. On or before the Closing, Seller shall remove and dispose of all farm equipment, debris, refuse, drums, tires, and other items of personal property located on the Property, if any (the "**Removal Work**"). If Seller is unable to remove such items from the Property before the Closing, the Purchase Price shall be reduced by an amount estimated by Buyer's consultant to perform such work, which amount shall not exceed \$50,000. This Section 6.9 shall survive the Closing and the recordation of the Deed.

## **ARTICLE 7**

### **REPRESENTATIONS AND WARRANTIES**

7.1 Nature of Seller's Representations. Each of the representations and warranties of Seller contained in this **Section 7.2** constitutes a material part of the consideration to Buyer and Buyer is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Seller, will be true and accurate as of the Closing and will survive the Closing for twelve (12) months.

7.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Organizational Status. Each individual, entity and trust comprising the Seller has full power, authority, and legal capacity to enter into and to perform Seller's obligations under this Agreement. The persons executing this Agreement on behalf of Seller have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(b) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity, regardless of whether enforcement is sought in a court of law or equity.

(c) Violations; Consents; Defaults. Neither the execution of this Agreement nor the performance by Seller of its obligations under this Agreement will result in any breach or violation of (i) the terms of any law, rule, ordinance, or regulation; or (ii) any decree, judgment or order to which Seller or any constituent member of Seller is a party now in effect from any court or governmental body. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach or default under Seller's organizational documents or any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in

order to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Property. To Seller's actual knowledge, there are no violations or fines affecting the Property. To Seller's actual knowledge, the Property does not violate any laws, ordinances, or regulations.

(d) Litigation. Neither Seller nor any of its constituent members is a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer arising from or relating to this transaction, the Property or to the past or present operations and activities of Seller upon or relating to the Property. To Seller's knowledge, no litigation, administrative or other proceeding (including any condemnation proceeding), or order or judgment is pending, outstanding, or threatened against or relating to any portion of the Property or which could affect the performance by Seller of any of its obligations under this Agreement. Seller has no knowledge of any facts or circumstances which could give rise to such action.

(e) Governmental Restrictions. To Seller's knowledge, there are no pending or threatened condemnation proceedings affecting any portion of the Property. Seller is not subject to, nor does any basis exist for, any order, judgment, decree or governmental restriction which would adversely affect either the Property or the use thereof in the manner presently being conducted by Seller. Seller is not aware of any plan, study, litigation, action, proceeding or effort by any governmental authority or private party which in any way challenges, affects or would challenge or affect the continuation of the present use and operation of the Property.

(f) Intentionally Deleted.

(g) Unrecorded Documents; No Leases. To Seller's knowledge, there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal to which Seller is a party affecting or relating to the Property in any way which will survive the Closing. With the exception of the Farm Lease (and any extension of same) that will be terminated effective as of the Closing, Seller has not granted to any party any license, lease or other right relating to the use or possession of the Property. With the exception of the Farm Lease (including any extension of same) that will be terminated effective as of the Closing, there are no leases, written or oral, or rights of occupancy in force affecting the Property that will continue after the Closing.

(h) Adverse Title Claims. Seller has no knowledge of any title defect, lien, encumbrance, adverse claim, or other matter relating to the title to the Property or to the title insurance coverage for the Property which has not disclosed in writing to the title company. To Seller's actual knowledge, there are no adverse parties in possession of the Property or of any part thereof.

(i) Contracts. There are no outstanding contracts or agreements made by Seller or relating to any portion of the Property.

(j) No Mechanic's Liens. To Seller's actual knowledge, no work has been performed or is in progress at the Property, and no materials will have been delivered to the Property that might provide the basis for a mechanic's, materialmen's or other lien against the Property or any portion thereof, and all amounts due for such work and material shall have been paid and all discharged to Buyer's satisfaction as of the Closing.

(k) Environmental Matters.

(i) Seller has not received any oral or written notice that the Property is or has been in violation of any Environmental Law (defined later). Seller discloses that there is a farming operation on the Property. Except for conducting farming operations on the Property, Seller has not caused or allowed the use, generation, manufacture, production, treatment, storage, release, discharge, or disposal of any Hazardous Substances on, under, or about the Property, and has not caused or allowed the transportation to or from the Property of any Hazardous Substance.

(ii) To Seller's knowledge, there are not now any buried or partially buried storage tanks located on the Property.

(iii) Seller has received no warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Property or the potential violation of any Environmental Law.

As used in this Agreement: (1) "**Environmental Law**" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. Sections 11001, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*; the Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Sections 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. Sections 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including, without limitation, ambient air, soil, groundwater, surface water, and/or land use; and (2) "**Hazardous Substance**" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk

of injury or threat to health of the environment, including, without limitation: (w) those substances included within the definitions of “hazardous substance”, “hazardous waste”, “hazardous material”, “toxic substance”, “solid waste”, or “pollutant or contaminant” in, or otherwise regulated by any Environmental Law; (x) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (y) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (z) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form; (C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) mold, mildew, or other mycotoxins or fungi present at or in the Property or any portion thereof, including building materials, in a condition, location or of a type which may pose a risk to human health or safety or the environment, may result in damage to the property, would adversely affect or impair the value or marketability of the Property, or requires investigation, remediation or other response action under applicable Environmental Laws; or (G) radon. Any reference in these definitions to statutory or regulatory sections shall be deemed to include any amendments to such sections and any successor sections.

7.3 Scope of Knowledge. As used in this Agreement, the phrase “Seller’s knowledge” or “to the best of Seller’s Knowledge” means the actual knowledge of each individual and the trustee of the trust comprising the Seller.

7.4 Liability Cap. The representations and warranties of Seller set forth in Article 7 of this Agreement will survive the Closing for a period of twelve (12) months (“**Survival Period**”) and shall thereafter terminate unless written notice containing a description of the specific nature of breach shall have been given by Buyer to Seller on or prior to the expiration of the Survival Period. During the Survival Period will have the right to bring any action against Seller in connection with Seller’s breach of its representations and warranties, or as a result of any untruth or inaccuracy of such representations or warranties; provided that in no event shall Buyer have the right to bring a cause of action for any claims following the Closing until the aggregate amount of all liability and losses arising out of Seller’s breach, or such untruth or inaccuracy is equal to or greater than Ten Thousand Dollars (\$10,000). Further, notwithstanding any provision to the contrary contained in this Agreement, Seller’s aggregate liability after the Closing as a result of any untruth or inaccuracy of such representations or warranties, or any such breach shall not exceed Two Hundred Thousand Dollars (\$200,000).

7.5 No Consequential Damages. Except as otherwise expressly provided in this Agreement, in no event shall either party be liable to the other party for any consequential, punitive or special damages arising out of this Agreement.

## ARTICLE 8 ADDITIONAL COVENANTS

8.1 Possession. Possession of the Property shall be delivered to Buyer upon the Closing. Seller shall terminate the Farm Lease (and any renewal of same) and Tenant's right to harvest all growing crops on the Property effective as of the Closing. It is understood that Tenant shall have no right to access the Property after the Closing.

8.2 Pre-Closing Covenants. Beginning on the Effective Date and until the earlier of the Closing or the cancellation of this Agreement, Seller covenants and agrees as follows:

(a) Taxes and Assessments. Seller shall pay prior to delinquency all real estate taxes and assessments secured by a lien on the Property.

(b) Operations. Seller shall continue operating the Property in the same manner as the Property is being operated as of the Effective Date.

(c) Improvements. Seller shall not construct or install or permit to be constructed or installed any improvements on or modifications to the Property.

(d) Preservation of Rights. Seller shall do or cause to be done all reasonable things within its control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges and licenses in favor or constituting any portion of the Property.

8.3 Actions Requiring Consent of Buyer. Notwithstanding any provision of this Agreement to the contrary, Seller shall not take any of the following actions prior to the earlier of the Closing or the termination of this Agreement without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole and absolute discretion:

(a) Liens and other Title Matters. Fail to make a payment or affirmatively take or affirmatively consent to any action which causes any new lien, obligation or encumbrance to be placed or imposed on the Property or any existing lien to be in default or affirmatively take or affirmatively consent to any other action affecting title to the Property that would result in an exception to title which is not already an Approved Title Exception, including, without limitation, the grant of any easement, license, permit, lease, agreement or any other legal or beneficial interest in or to the Property or amend, modify or extend the term of any matter affecting title to the Property, provided that it will have the right to extend the Farm Lease through the Closing or terminate the Farm Lease effective as of the Closing;

(b) Third Party Rights. Grant access, lease, license or use rights to the Property to any person other than Buyer and Buyer's agents and representatives and the tenant under the Farm Lease ("**Tenant**"), provided that the Farm Lease will be terminated as provided in Section 8.1 of this Agreement.



(c) No Physical Alterations. Alter in any manner the physical condition of the Property except as necessary to permit Seller to comply with its obligations under applicable laws and except as necessary to permit the Tenant to exercise its rights under the Farm Lease;

(d) No Other Disposition. Agree or negotiate to sell, convey, assign, lease, transfer or otherwise dispose of any interest in the Property.

8.4 Condemnation. If, prior to Closing, all or any portion of the Property is taken by or under threat of condemnation or eminent domain (including by deed in lieu of condemnation) or Buyer receives notice from any governmental agency or other person with the power of eminent domain threatening the taking of all or any portion of the Property (any such event being referred to as a “**Condemnation Event**”), Buyer may, at its election, cancel this Agreement by giving written notice of cancellation to Seller and Escrow Agent within five (5) days of occurrence of the Condemnation Event. If Buyer so elects to cancel this Agreement, then the entire Earnest Money Deposit will be returned to Buyer, and the Agreement shall be cancelled. If, prior to Closing, there is a Condemnation Event and Buyer elects to close the escrow notwithstanding the taking, Buyer shall receive all awards or payments made to which Seller is entitled for such taking, and Buyer shall proceed to close the escrow and pay the total Purchase Price.

8.5 Risk of Loss. Except as provided in this Section and except as otherwise provided in **Section 4.3**, the risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by Seller.

## **ARTICLE 9 DEFAULTS AND REMEDIES**

9.1 Seller's Remedies. If Buyer is in default under this Agreement, Seller's sole and exclusive remedy with respect to such default shall be to cancel this Agreement and the escrow, such cancellation to be effective immediately upon Seller giving written notice of cancellation to Buyer and Escrow Agent. Upon such cancellation, Seller shall be entitled to receive and retain the Earnest Money Deposit then held by the Escrow Agent, as liquidated damages for such failure and not as a penalty, the parties agreeing and stipulating that the exact amount of damages would be extremely difficult to ascertain and that such Earnest Money Deposit constitutes a reasonable and fair approximation of such damages. Prior to Seller being entitled to any remedy under this Section 9.1, Seller will give Buyer notice of Buyer's breach of this Agreement and Buyer will have five (5) days from receipt of Seller's notice to cure such breach. If Buyer does not cure the breach within such five-day period, such breach will be considered “Buyer's default” under this Agreement and Seller shall be entitled to the remedies set forth in this Section 9.1.

9.2 Buyer's Remedies. If Seller is in default under this Agreement and such default occurs on or prior to the Closing, Buyer shall have the right, as its sole and exclusive remedy, to (all other remedies are waived by Buyer): (i) specific performance of this Agreement; Buyer shall have ninety (90) days from Seller's default to commence an action for specific performance

and if Buyer has not commenced such an action within said 90 days, Buyer shall be deemed to have elected to pursue its right to cancel this Agreement, receive the Earnest Money Deposit, and obtain its reimbursement as provided below; (ii) waive the breach and proceed to closing; or (iii) cancel this Agreement, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent. Upon such cancellation, Buyer will be entitled to a return of the entire Earnest Money Deposit. If Seller breaches this Agreement and Buyer elects to cancel this Agreement, then in addition to the return of the Earnest Money Deposit, Seller shall reimburse Buyer on demand for Buyer's due diligence costs and reasonable attorney's fees actually incurred in connection with the transaction contemplated under this Agreement; such costs and fees shall not exceed \$50,000 and Buyer shall provide Seller with an invoice describing such fees in reasonable detail. Prior to Buyer being entitled to any remedy under this **Section 9.2**, Buyer will give Seller notice of Seller's breach of this Agreement and Seller will have five (5) days from receipt of Buyer's notice to cure such breach. If Seller does not cure the breach within such five-day period, such breach will be considered "Seller's default" under this Agreement and Buyer shall be entitled to the remedies set forth in this Section 9.2.

## **ARTICLE 10 GENERAL PROVISIONS**

10.1 Brokerage. Each party hereto warrants to the other party hereto that it has not dealt with any broker in connection with this transaction other than Dan Salley and Jack Wilson with Cushman & Wakefield representing Seller ("**Seller's Broker**") and Lance Sherwood with Willis Property Company representing Buyer ("**Buyer's Broker**"). Seller acknowledges and agrees that at the Closing, Seller shall pay Seller's Broker two percent (2%) of the Purchase Price pursuant to a separate agreement between Seller and Seller's Broker and that Seller shall pay Buyer's Broker two percent of the Purchase Price (2%) from the sale proceeds. If any other person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend, and hold harmless the other party for, from and against any and all claims in connection with such claim or any action or proceeding brought on such claim. This section shall survive the Closing.

10.2 Assignment. Any assignment of Buyer's interest in this Agreement shall be subject to Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; shall be in writing; shall require any such assignee to assume in writing all obligations of Buyer; and shall provide for the assignment of the Earnest Money Deposit. Notwithstanding the foregoing, at any time prior to the Closing, Buyer may, without Seller's consent, assign its rights under this Agreement, including the Earnest Money Deposit, to any person or entity that will be involved in the development, financing, ownership, or operation of a charter school facility that is contemplated to be developed on the Property post-Closing, and upon execution by the assignee of a document whereby the assignee assumes the obligations of Buyer and agrees to perform such obligations, Seller hereby agrees that the assignor shall be released from all obligation and liability as Buyer under this Agreement and that Seller will accept performance of all of Buyer's obligations by the assignee.

10.3 Binding Effect. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

10.4 WAIVER OF JURY TRIAL. SELLER AND BUYER, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT AND ANY OTHER AGREEMENT OR TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

10.5 Attorneys' Fees. If either party to this Agreement initiates or defends any legal action or proceeding with the other party in any way connected with this Agreement, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorneys' fees and expert witness fees. All such costs and attorney's fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment. Attorneys' fees under this Section include attorneys' fees on any appeal and in any bankruptcy or similar or related proceeding in federal or state courts. **ANY DISPUTE AS TO THE AMOUNTS PAYABLE PURSUANT TO THIS SECTION SHALL BE RESOLVED BY THE COURT AND NOT BY A JURY.**

10.6 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; *provided, however*, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

10.7 Notices. All notices shall be in writing and shall be made by hand delivery, express delivery service, freight prepaid, or by certified mail, postage prepaid, return receipt requested. Notices may also be given by facsimile or e-mail. Notices will be delivered or addressed to Seller and Buyer at the addresses, e-mail addresses, or facsimile numbers set forth on the first page of this Agreement or at such other address or number as a party may designate to the other party in writing. Any such notice shall be deemed to be given and received and shall be effective (a) on the date on which the notice is delivered, if notice is given by hand delivery; (b) on the date of actual receipt, if the notice is sent by express delivery service; (c) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid; (d) if notice is given by email, on the date delivery thereof is acknowledged by the receiving party, evidenced by the sender's receipt of a receipt evidencing delivery from its email program, or the sender of an email notice otherwise does not receive any indication that such email did not get delivered properly to the applicable recipient; or (e) if

notice is given by facsimile, on the date of the transmission thereof, as evidenced by a successful transmission log of the sender's fax machine.

10.8 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

10.9 Survival. The following obligations of the parties will survive the Closing or cancellation of this Agreement for twelve (12) months, whether contained in this Agreement or in any agreement, instrument, or other document given by a party in connection with the transactions contemplated by this Agreement:

(a) Post-Closing Covenants. Any and all obligations of the parties that are to be performed following the Closing;

(b) Indemnification Obligations. All indemnity obligations of the parties;

(c) Warranties. Any and all warranties or representations of the parties; and

(d) Other Obligations. Any other obligation with respect to which it is expressly provided that it will survive the Closing or cancellation of this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronically to the other party shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement may be executed electronically.

10.11 Construction. Unless the context of this Agreement clearly requires otherwise or unless otherwise expressly stated in this Agreement, this Agreement shall be construed in accordance with the following:

(a) Use of Certain Words. References to the plural include the singular and to the singular include the plural and references to any gender include any other gender. The part includes the whole; the terms "include" and "including" are not limiting; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) Construing the Agreement. Each of the parties to this Agreement acknowledges that such party has had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party to this Agreement based upon authorship or any other factor but shall be construed and

interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement.

(c) Partial Invalidity. If any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

(d) Governing Law. This Agreement shall be construed according to the laws of the State of Arizona, without giving effect to its conflict of laws principles.

(e) Time of Essence; Time Periods. Time is of the essence of this Agreement. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5.00 o'clock p.m. (Arizona Time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal federal or Arizona holiday, or any other day that Escrow Agent is closed for business, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday or day on which Escrow Agent is closed for business.

(f) Exclusivity. So long as this Agreement remains in effect, Seller agrees that it shall not initiate, entertain, or conduct any further or new negotiations or discussions with any other person or entity other than Buyer and its representatives concerning the sale or other disposition of the Property or any interest therein.

(g) Joint and Several Liability. If Seller consists of more than one (1) person or entity, each such person or entity shall be jointly and severally liable for all of Seller's obligations under this Agreement.

(h) Entire Agreement. This Agreement, which includes **Exhibits A and B**, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

*[signature page follows]*

**EXECUTED** as of the date written on the first page of this Agreement.

**BUYER:**

**HIGHMARK LAND, LLC,**  
a Utah limited liability company

By:   
Its: 

**SELLER:**

\_\_\_\_\_  
Mary Ann Slevcove, Co-Trustee of the SLEVCOVE FAMILY TRUST  
dated August 1, 1984

\_\_\_\_\_  
Julie Ann Sands, an individual

\_\_\_\_\_  
Sara Kuljis, an individual

\_\_\_\_\_  
Joel Slevcove, an individual

The undersigned, as the spouse of **Julie Ann Sands**, hereby joins in, ratifies, confirms and approves this Agreement and agrees to be bound by each of the terms and conditions set forth herein to the same extent such terms and conditions are applicable to and binding upon **Julie Ann Sands**.

Dated October \_\_\_, 2018.

\_\_\_\_\_

The undersigned, as the spouse of **Sara Kuljis**, hereby joins in, ratifies, confirms and approves this Agreement and agrees to be bound by each of the terms and conditions set forth





**BUYER:**


**HIGHMARK LAND, LLC,**  
a Utah limited liability company

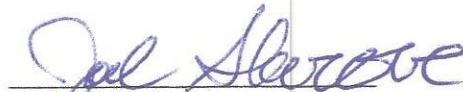
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SELLER:**

  
Mary Ann Slevcove, Co-Trustee of the SLEVCOVE FAMILY TRUST  
dated August 1, 1984

  
Julie Ann Sands, an individual

  
Sara Kuljis, an individual

  
Joel Slevcove, an individual

The undersigned, as the spouse of **Julie Ann Sands**, hereby joins in, ratifies, confirms and approves this Agreement and agrees to be bound by each of the terms and conditions set forth herein to the same extent such terms and conditions are applicable to and binding upon **Julie Ann Sands**.

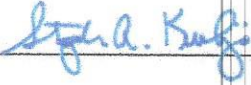
Dated October 3, 2018.



The undersigned, as the spouse of **Sara Kuljis**, hereby joins in, ratifies, confirms and approves this Agreement and agrees to be bound by each of the terms and conditions set forth

herein to the same extent such terms and conditions are applicable to and binding upon **Sara Kuljis**.

Dated October 31, 2018.



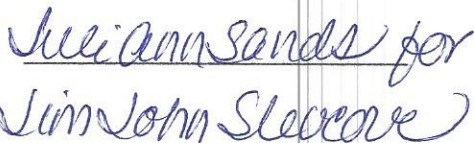
The undersigned, as the spouse of **Joel Slevcove**, hereby joins in, ratifies, confirms and approves this Agreement and agrees to be bound by each of the terms and conditions set forth herein to the same extent such terms and conditions are applicable to and binding upon **Joel Slevcove**.

Dated October 31, 2018.



The undersigned, as the spouse of **Mary Ann Slevcove**, hereby joins in, ratifies, confirms and approves this Agreement and agrees to be bound by each of the terms and conditions set forth herein to the same extent such terms and conditions are applicable to and binding upon **Mary Ann Slevcove**.

Dated October 31, 2018.



### ACCEPTANCE BY TITLE COMPANY

First American Title Insurance Company, hereby acknowledges that it has received a fully executed counterpart of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions ("**Agreement**") and agrees to act as the Escrow Agent thereunder and to be bound by and perform the terms thereof as such terms apply to the Escrow Agent.

Dated: November 1, 2018

### FIRST AMERICAN TITLE INSURANCE COMPANY

By: Tom Anzakha  
Its: Escrow Officer

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34,  
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA  
COUNTY, ARIZONA;

EXCEPT THE NORTH 33.00 FEET; AND EXCEPT

THE EAST 33.00 FEET; AND

EXCEPT THAT PART LYING WITHIN THAT CERTAIN DITCH KNOWN AS A SUB-LATERAL OF LATERAL NO.  
17 OF THE GRAND CANAL, AS DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 115 OF  
DEEDS, PAGE 129, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCELS:

PARCEL A:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF NORTH 33.00 FEET OF SAID  
NORTHEAST QUARTER WITH THE WEST LINE OF THE EAST 33.00 FEET THEREOF;

THENCE WEST ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE  
EAST 409.00 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH ALONG LAST SAID WEST LINE TO ITS INTERSECTION WITH THE SOUTH LINE  
OF THE NORTH 40.00 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTHEASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 42.00  
FEET OF SAID NORTHEAST QUARTER WITH THE WEST LINE OF THE EAST 309.00 FEET  
THEREOF;

THENCE EAST ALONG LAST SAID SOUTH LINE TO ITS INTERSECTION WITH THE WEST LINE OF  
THE EAST 73.00 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTHEASTERLY TO THE INTERSECTION OF THE WEST LINE OF THE EAST 43.00  
FEET OF SAID NORTHEAST QUARTER WITH THE SOUTH LINE OF THE NORTH 72.00 FEET  
THEREOF;

THENCE SOUTH ALONG LAST SAID WEST LINE TO ITS INTERSECTION WITH THE SOUTH LINE  
OF THE NORTH 88.00 FEET OF SAID NORTHEAST QUARTER;

THENCE EAST ALONG LAST SAID SOUTH LINE TO ITS INTERSECTION WITH THE WEST LINE OF  
THE EAST 33.00 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH ALONG LAST SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34;

THENCE WEST ALONG THE NORTH LINE OF SAID NORTH HALF TO THE WEST LINE OF THE  
EAST 91.00 FEET THEREOF;

THENCE CONTINUING WEST ALONG SAID NORTH LINE A DISTANCE OF 493.00 FEET TO AN  
ORTHOGONAL LINE DESIGNATED HEREIN AS LINE "F";

THENCE CONTINUING WEST ALONG SAID NORTH LINE A DISTANCE OF 180.00 FEET TO AN ORTHOGONAL LINE DESIGNATED HEREIN AS LINE "G";

THENCE CONTINUING WEST ALONG SAID NORTH LINE A DISTANCE OF 320.00 FEET TO AN ORTHOGONAL LINE;

THENCE SOUTH ALONG LAST SAID ORTHOGONAL LINE TO THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID NORTH HALF;

THENCE SOUTHEASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50.00 FEET OF SAID NORTH HALF WITH SAID LINE "G";

THENCE SOUTHEASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 60.00 FEET OF SAID NORTH HALF WITH SAID LINE "F";

THENCE EAST ALONG LAST SAID SOUTH LINE A DISTANCE OF 246.34 FEET;

THENCE SOUTHEASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 63.29 FEET OF SAID NORTH HALF WITH THE WEST LINE OF SAID 91.00 FEET;

THENCE SOUTHEASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 84.29 FEET OF SAID NORTH HALF WITH THE WEST LINE OF SAID EAST 70.00 FEET THEREOF;

THENCE SOUTH ALONG LAST SAID WEST LINE A DISTANCE OF 215.71 FEET;

THENCE EAST TO THE WEST LINE OF THE EAST 61.00 FEET OF SAID NORTH HALF; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF SAID NORTH HALF; THENCE EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID NORTH HALF; THENCE NORTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL C:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 84.29 FEET OF SAID NORTHEAST QUARTER WITH THE WEST LINE OF THE EAST 70.00 FEET THEREOF;

THENCE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 215.71 FEET TO THE POINT OF BEGINNING;

THENCE EAST TO THE WEST LINE OF THE EAST 55.00 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH, ALONG LAST SAID WEST LINE, A DISTANCE OF 278.00 FEET TO AN ORTHOGONAL LINE DESIGNATED HEREIN AS LINE "A";

THENCE CONTINUING SOUTH, ALONG LAST SAID WEST LINE, A DISTANCE OF 150.00 FEET TO AN ORTHOGONAL LINE DESIGNATED HEREIN AS LINE "B";

THENCE CONTINUING SOUTH, ALONG LAST SAID WEST LINE, A DISTANCE OF 200.00 FEET TO AN ORTHOGONAL LINE DESIGNATED HEREIN AS LINE "C";

THENCE CONTINUING SOUTH, ALONG LAST SAID WEST LINE, A DISTANCE OF 250.00 FEET;

THENCE NORTHWESTERLY TO THE INTERSECTION OF THE WEST LINE OF THE EAST 60.00 FEET OF SAID NORTHEAST QUARTER WITH SAID LINE "C";

THENCE CONTINUING NORTHWESTERLY TO THE INTERSECTION OF THE WEST LINE OF THE EAST 67.00 FEET OF SAID NORTHEAST QUARTER WITH SAID LINE "B";

THENCE CONTINUING NORTHWESTERLY TO THE INTERSECTION OF THE WEST LINE OF THE EAST 70.00 FEET OF SAID NORTHEAST QUARTER WITH SAID LINE "A";

THENCE TO THE POINT OF BEGINNING;

EXCEPT THAT PART, IF ANY, LYING WITHIN THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH 84.29 FEET;

THENCE SOUTH, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 683.71 FEET TO AN ORTHOGONAL LINE DESIGNATED HERE AS LINE "J";

THENCE CONTINUING SOUTH ALONG SAID EAST LINE A DISTANCE OF 440.00 FEET;

THENCE WEST TO THE WEST LINE OF THE EAST 33.00 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTHWESTERLY TO THE INTERSECTION OF THE WEST LINE OF THE EAST 61.00 FEET OF SAID NORTHEAST QUARTER WITH SAID LINE "J";



THENCE NORTH, ALONG LAST SAID WEST LINE, TO THE SOUTH LINE OF SAID NORTH 84.29 FEET;

THENCE TO THE POINT OF BEGINNING.

AND EXCEPT THAT PART WHICH IS CONVEYED TO CITY OF PHOENIX, A MUNICIPAL CORPORATION AS DESCRIBED IN THE AMENDED FINAL ORDER OF CONDEMNATION RECORDED 2005-094469 OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

**EXHIBIT B**  
**DUE DILIGENCE GUIDELINES**

- Buyer's geotechnical consultant will have the right to do a preliminary soils study and borings along the perimeter roads, irrigation roads and exterior access points without accessing those areas with active crops.
- Prior to any geotechnical investigation, Buyer will email Seller's representatives (email: jsandsintl@yahoo.com and dformanek@warnerangle.com) map showing the locations of the potential borings.
- Buyer's geotechnical consultant will have right to access the entire Property from December 1, 2018 through December 3, 2018 to complete its soil testing. Seller confirms that no active crop will be on the Property during such time period because harvest will be completed prior to December 1, 2018.
- Buyer's Phase II consultant will obtain samples by hand without disturbing active crops.