

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

Special Meeting of the Governing Board

April 23, 2020 4:00 p.m.

Public Notice - Meeting Agenda

Notice of this meeting has been posted consistent with the requirements of A.R.S. §38-431.02. The meeting's location is the Board Room in the District Office, 7301 North 58th Avenue, Glendale.

The Board reserves the right to change the order of items on the agenda, with the exception of public hearings, which are scheduled for a specific time. At the chair's discretion, the Board may carry over consideration of any business not concluded by 9:00 p.m. to the next regular meeting's agenda. Governing Board members and the attorney for the public body may participate via telephone conference call if necessary. The Governing Board reserves the right to convene to executive session for the purpose of obtaining legal advice from its attorney for any item listed on the agenda, in person or by telephone, pursuant to A.R.S. §38-431.03(A)(3).

GOVERNING BOARD COVID-19 MEETING PROCEDURES

Until further notice, the Glendale Elementary School District Governing Board will be enforcing the Center for Disease Control's health precautionary recommendation limiting all public gatherings to ten people. There will be no call to the public. *Reference: Arizona Attorney General's Opinion dated March 13, 2020 Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19.*

Members of the public can view the meeting livestream via the Glendale Elementary School District's YouTube Channel: <https://www.youtube.com/user/glendaleelementary>; or can call in to listen to the meeting by telephone at the numbers listed below. Please note there will be no call to the public, and members of the public will not be able to participate in the meeting, only to listen in or view the livestream.

To listen to the Board meeting by telephone, call one of the following numbers:

1 (602) 666-0783 or 1 (408) 418-9388
Access Code: 623 759 355
Meeting Password: 68473348

Access to call in for the meeting will begin at 3:45 p.m. Callers will not hear anything until the meeting begins.

GOVERNING BOARD GOALS

1. Increase Student Achievement
2. Ensure the District's Financial Solvency
3. Attract and Retain Highly Qualified Staff

DISTRICT GOALS

Increase Student Achievement

Eliminate the Achievement Gap

1. Call to Order and Roll Call

2. Opening Exercises

- a. Adoption of Agenda
- b. Approval of Acting Clerk (if necessary)
- c. Offer of Spanish Interpretation
- d. Moment of Silence
- e. Pledge of Allegiance

3. Consent Agenda

a. Certified Personnel Report

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations and/or contract renewals of certified personnel.

b. Classified Personnel Report

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.

Individuals can access copies of documentation provided to the Board to substantiate administrations' recommendations, i.e. reports, detailed information, agreement documents, etc., the Friday before the Board meeting in each school's office, the Superintendent's office, or on the Governing Board's page of the District's website. Persons with disabilities may request reasonable accommodations by contacting (623) 237-7136 at least two days prior to the meeting.

c. Surplus Property Disposal

It is recommended the Governing Board approve the items listed as surplus property and grant permission to dispose of them through public auction, salvage company and/or donation to local non profit(s), and remove them from the asset listing.

d. Request for Proposals

It is recommended the Governing Board approve the award of Request for Proposals 21.01.25 for Chiller Plant and Water Tower Maintenance and Repairs to HACI Mechanical.

e. Job Description

It is recommended the Governing Board approve the new job description for Behavior Specialist as presented.

4. Action Items

a. Teacher Evaluation Process Changes Due to School Closures

It is recommended the Governing Board approve changes to the 2019-2020 evaluation process due to school closures.

b. Pay for Performance Plan Changes Due to School Closures

It is recommended the Governing Board approve changes to the 2019-2020 Pay for Performance Plan due to COVID-19 and school closures.

c. Employment of Principal

It is recommended to Governing Board approve the employment of *Individual to be Named* as Principal of Glendale Landmark School, salary and benefits commensurate with other principals.

d. 2020-2021 Salary Placement Tables, Fringe Benefits and Extra Duty Stipends

It is recommended the Governing Board approve the Salary Placement Tables, Fringe Benefits, and Extra Duty Stipends for the 2020-2021 school year as presented.

5. Future Meetings and Events

a. Future Meetings and Agenda Item Requests.

The Governing Board will review the list of upcoming Board meetings and potential agenda topics. Governing Board Members will have the opportunity to request items to be included on future meeting agendas for discussion, information and/or action.

6. Summary of Current Events

a. Superintendent Report

The Superintendent will present a brief summary of current events.

b. Governing Board Report

Governing Board Members will present brief summaries of current events, as necessary.

7. Executive Session

At this time, the Governing Board will consider voting to recess the regular meeting in order to convene to executive session for the following purpose:

a. In accordance with A.R.S. § 38-431.03(A)(3) and A.R.S. § 38-431.03(A)(7) for the purpose of discussion and/or consultation for legal advice with the attorney of the public body for item 9.A. Catholic Charities Head Start Lease Agreement on this meeting agenda.

b. In accordance with A.R.S. § 38-431.03(A)(3) and A.R.S. § 38-431.03(A)(7) for the purpose of discussion and/or consultation for legal advice with the attorney of the public body for item 9.B. Maryland Unit 13 and Alice Unit 18 Farm Lease Agreements on this meeting agenda.

c. In accordance with A.R.S. § 38-431.03(A)(3) for the purpose of discussion and/or consultation for legal advice with the attorney of the public body for items 9.C. Sunset Vista Utility Easement on this meeting agenda.

- d. In accordance with A.R.S. § 38-431.03(A)(3) for the purpose of discussion and/or consultation for legal advice with the attorney of the public body for item 9.D. Coyote Ridge Cell Tower Option and Easement Agreement on this meeting agenda.

8. Reconvene to Public Session

9. Action Items

- a. Catholic Charities Head Start Lease Agreement
It is recommended the Governing Board approve the Catholic Charities Head Start Lease Agreement as presented.
- b. Maryland Unit 13 and Alice Unit 18 Farm Lease Agreements
It is recommended the Governing Board approve the Maryland Unit 13 and Alice Unit 18 Farm Lease Agreements as presented.
- c. Sunset Vista Utility Easement
It is recommended the Governing Board approve the Sunset Vista Utility Easement as presented.
- d. Coyote Ridge Cell Tower Option and Easement Agreement
It is recommended the Governing Board approve the Coyote Ridge Cell Tower Option and Easement Agreement as presented.

10. Adjournment

GLENDALE ELEMENTARY SCHOOL DISTRICT
ACTION AGENDA ITEM

AGENDA NO: 3.A. TOPIC: Certified Personnel Report

SUBMITTED BY: Ms. Jacque Horine, Director of Human Resources

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations, and/or contract renewals of certified personnel.

New Employment

1. Aitkin, Emily	Teacher	\$40,000	08/03/2020
2. Amdahl, Candace	Teacher	\$40,000	08/03/2020
3. Apgar, Abigail	Teacher	\$40,500	08/03/2020
4. Auch, Halee	Teacher	\$40,000	08/03/2020
5. Balderrama, Fernanda	Teacher	\$40,000	08/03/2020
6. Blain, Alex	Teacher	\$42,750	08/03/2020
7. Boksa, Elizabeth	Teacher	\$40,000	08/03/2020
8. Calabrese, Christopher	Teacher	\$40,000	08/03/2020
9. Cassandro, Carley	Teacher	\$40,000	08/03/2020
10. Colby, Brittany	Achievement Advisor	\$48,000	08/03/2020
11. Crockett, Brittany	Teacher	\$40,000	08/03/2020
12. Duncan, Alison	Teacher	\$44,250	08/03/2020
13. Drouse, Shane	Teacher	\$40,000	08/03/2020
14. Folkman, Linda	Teacher	\$51,750	08/03/2020
15. Gandhi, Avni	Teacher	\$44,250	08/03/2020
16. Galvan, Adrianna	Teacher	\$40,000	08/03/2020
17. Hanson, Amy	Teacher	\$40,500	08/03/2020
18. Hazelton, Daniel	Teacher	\$40,000	08/03/2020
19. Herlihy, Cienna	Teacher	\$40,000	08/03/2020
20. Hodgkin, Cameron	TOSA	\$49,500	08/03/2020
21. Hummel, Elizabeth	Teacher	\$44,250	08/03/2020
22. Johnson, Christopher	Teacher	\$48,750	08/03/2020
23. Kirksey, Kevin	Teacher	\$49,500	08/03/2020
24. Maiden, Rachel	Teacher	\$48,000	08/03/2020
25. Martinez, Maritza	Teacher	\$40,000	08/03/2020
26. McCarthy Michelle	Achievement Advisor	\$45,750	08/03/2020
27. Moss, Cora	Teacher	\$40,000	08/03/2020
28. Ortiz, Asha Lee	Teacher	\$49,500	08/03/2020
29. Page, Michael	Teacher	\$49,500	08/30/2020
30. Payan, Beaney	Teacher	\$42,000	08/30/2020
31. Polanco, Magdalena	Teacher	\$47,250	08/03/2020
32. Purdy, James	Teacher	\$41,250	08/03/2020
33. Ruehle, Katlyn	Psychologist	\$59,072	07/27/2020
34. Rodriguez, Alexa	Teacher	\$40,000	08/03/2020
35. Rosato, Ava	Teacher	\$40,000	08/03/2020
36. Sabella, Matthew	Teacher	\$44,250	08/03/2020
37. Sonnenberg, Megan	Teacher	\$40,000	08/03/2020

38. Stevens, Lucille	Teacher	\$40,000	08/03/2020
39. Thuan, Tuyen	Teacher	\$49,250	08/03/2020
40. Wahinepio, Malia	Teacher	\$42,000	08/03/2020
41. Williamson, Katelyn	Teacher	\$39,750	08/03/2020

Rescind Resignation

1. Gosline, Meghan*	Teacher		02/20/2020
2. Moore, Angel*	Teacher		04/16/2020
3. Swalley, Phenicia	Teacher		03/23/2020

*Contract Renewal for 20/21 SY

Resignation

1. Claytor, Jacqueline	Teacher		05/22/2020
2. Gray, Brandi	Teacher		05/22/2020

Position Change

1. Chrisman, Cindy	From MOU to Teacher		08/03/2020
2. Cuccia, Victor	From MOU to Teacher		08/03/2020
3. Dool, Megan	From Teacher to Psychologist Intern		07/27/2020
4. Gregory, Suzanne	From Psychologist Intern to Psychologist		07/27/2020
5. Hudalla, Lindsay	From MOU to Teacher		08/03/2020
6. Klenner, Minette	From MOU to Teacher		08/03/2020

Leave of Absence

1. Murillo, Hilda	Teacher		01/29/2020-05/22/2020
-------------------	---------	--	-----------------------

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 3.B. TOPIC: Classified Personnel Report

SUBMITTED BY: Mr. Brian Duguid, Coordinator for Human Resources

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.

New Employment

1. Rivera, Ismael David Unit Operations Manager \$14.99 04/02/2020

Position Change

1. Telles, Christina School Bus Trainee to School Bus Driver \$19.71 03/23/2020

Resignation

1. Knapp, Kimberly Social Emotional Learning Specialist Personal Reasons 05/22/2020
2. Leiva, Alida Cleaner 1 Abandoned position 03/02/2020
3. Valdez Acosta, Haydee Food Service Worker Personal Reasons 03/31/2020

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 3.C. TOPIC: Surplus Property Disposal

SUBMITTED BY: Mr. Wyatt Bender, Fixed Assets Specialist

RECOMMENDED BY: Ms. Valerie Caraveo, Director of Finance and Purchasing

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the items listed as surplus property and grant permission to dispose of them through public auction, salvage company and/or donation to local non-profit(s), and remove them from the asset listing.

RATIONALE:

The District is currently using Arizona Auctioneers, Sierra Auction or Public Surplus for disposal of surplus equipment. The following is a list of equipment that is outdated, broken, or non-repairable.

** See Attached*

GESD Asset #	Serial #	Description
327905	JR50Q91	Hardware - Laptop
329408	15GB191	Hardware - Printer
331188	7504019FD	Hardware - Projector
333916	KM3F87158ZL	Hardware - Projector
334028	52015 08100P	Hardware - Document Camera
334127	6ZRLTK1	Hardware - Laptop
334192	582560906OP	Hardware - Document Camera
334193	582570906OP	Hardware - Document Camera
334439	JWZRHL1	Hardware - Laptop
334494	522270912OP	Hardware - Document Camera
334914	J0QNJM1	Hardware - Desktop PC
335088	10CP004310	Hardware - Other
335155	6546810050P	Hardware - Document Camera
335165	654571005OP	Hardware - Document Camera
335167	654541005OP	Hardware - Document Camera
335170	654601005OP	Hardware - Document Camera
335173	65245 10050P	Hardware - Document Camera
335232	63524-10050P	Hardware - Document Camera
335490	5477410060P	Hardware - Document Camera
335705	10GP000141	Hardware - Other
335706	10GP000254	Hardware - Other

GESD Asset #	Serial #	Description
335707	10GP000255	Hardware - Other
335708	10GP000296	Hardware - Other
335712	10GP001184	Hardware - Other
335828	7XRY3Q1	Hardware - Laptop
336084	3TF75Q1	Hardware - Laptop
340028	AS1708133797	Hardware - Power Supply
340040	AS1721230756	Hardware - Power Supply
340100	AS1708243389	Hardware - Power Supply
N/A	N/A	1 - Pallet Of Mistdubishi Keyboards & Accessories
N/A	N/A	1 - Microwave
N/A	N/A	165 - Various Sized Chairs
N/A	N/A	2 - Easels
N/A	N/A	6 -Filing Cabinets
N/A	N/A	3 - Privacy Desks
N/A	N/A	1 - Refrigerator
N/A	N/A	1 - Treadmill
N/A	N/A	2 - Pallets - Table Tops
N/A	N/A	1 - Pallet Classroom Rugs
N/A	N/A	6 - Shelves
N/A	N/A	5 - Desks
N/A	N/A	3 - Rolling Carts

GESD Asset #	Serial #	Description
N/A	N/A	1 - DVD/VCR
N/A	N/A	1 - Television
N/A	2KB18D1	Hardware - Printer
N/A	N/A	Hardware - Monitor
N/A	N/A	Hardware - Smart Board
N/A	N/A	Hardware - Monitor
N/A	N/A	Hardware - Monitor
N/A	N/A	Hardware - Monitor
N/A	N/A	Hardware - Printer
N/A	N/A	Cell Phone
N/A	11A5D10140300021	Hardware - Other
N/A	11A5D10140300139	Hardware - Other
N/A	212NDPHB5136	Hardware - Monitor
N/A	303NDCRG9155	Hardware - Monitor
N/A	303NDDMG9114	Hardware - Monitor
N/A	303NDFVG9147	Hardware - Monitor
N/A	303NDPHG9152	Hardware - Monitor
N/A	304NDAYFV816	Hardware - Monitor
N/A	304NDPHFV776	Hardware - Monitor
N/A	408MXQAPP116	Hardware - Monitor
N/A	5.3057E+12	Hardware - Document Camera

GESD Asset #	Serial #	Description
N/A	5.30667E+12	Hardware - Document Camera
N/A	6120363488	Hardware - Printer
N/A	9Y2LQS1	Hardware - Laptop
N/A	CAT0706Z0TH	Hardware - Network Edge Switches
N/A	CN-0PM372-72872-7CK-08RL	Hardware - Monitor
N/A	CN16190DAA	Hardware - Network
N/A	CN239BS1J1	Hardware - Printer
N/A	FAB0538D5Z3	Hardware - Network Edge Switches
N/A	FDO1224Y0BG	Hardware - Network Edge Switches
N/A	FOC1348Z1KT	Hardware - Network Edge Switches
N/A	FP321C3X16003222	Hardware - Network WAP
N/A	FP321C3X16003768	Hardware - Network WAP
N/A	FTX0948A03D	Hardware - Network
N/A	FTX1030A0TZ	Hardware - Network Voice Router
N/A	FTX1045A381	Hardware - Network Voice Router
N/A	FTX1237A0DZ	Hardware - Network Voice Router
N/A	FTX1306A171	Hardware - Network Voice Router
N/A	G3N0CX09U89912D	Hardware - Laptop - Chromebook
N/A	G4N0CX12V529179	Hardware - Laptop - Chromebook
N/A	G5NLCX028608198	Hardware - Laptop
N/A	G5NLCX05Y804225	Hardware - Laptop

GESD Asset #	Serial #	Description
N/A	GAMSCX002805	Hardware - Desktop PC
N/A	GAMSCX016758	Hardware - Desktop PC
N/A	GCMSCX003447	Hardware - Desktop PC
N/A	GCMSCX003474	Hardware - Desktop PC
N/A	GCMSCX003820	Hardware - Desktop PC
N/A	GCMSCX003850	Hardware - Desktop PC
N/A	GCMSCX003859	Hardware - Desktop PC
N/A	GCMSCX004218	Hardware - Desktop PC
N/A	GCMSCX004460	Hardware - Desktop PC
N/A	GCMSCX004632	Hardware - Desktop PC
N/A	GCMSCX004756	Hardware - Desktop PC
N/A	H1MSCX002448	Hardware - Desktop PC
N/A	H1MSCX002889	Hardware - Desktop PC
N/A	H1MSCX002997	Hardware - Desktop PC
N/A	H1MSCX003316	Hardware - Desktop PC
N/A	H1MSCX003366	Hardware - Desktop PC
N/A	H1MSCX003392	Hardware - Desktop PC
N/A	H1MSCX003395	Hardware - Desktop PC
N/A	H1MSCX003416	Hardware - Desktop PC
N/A	H1MSCX003417	Hardware - Desktop PC
N/A	H1MSCX003471	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H1MSCX003586	Hardware - Desktop PC
N/A	H1MSCX003589	Hardware - Desktop PC
N/A	H1MSCX003592	Hardware - Desktop PC
N/A	H1MSCX003596	Hardware - Desktop PC
N/A	H1MSCX003620	Hardware - Desktop PC
N/A	H1MSCX003642	Hardware - Desktop PC
N/A	H1MSCX003644	Hardware - Desktop PC
N/A	H1MSCX003661	Hardware - Desktop PC
N/A	H1MSCX003676	Hardware - Desktop PC
N/A	H1MSCX003681	Hardware - Desktop PC
N/A	H1MSCX003693	Hardware - Desktop PC
N/A	H1MSCX003694	Hardware - Desktop PC
N/A	H1MSCX003696	Hardware - Desktop PC
N/A	H1MSCX003699	Hardware - Desktop PC
N/A	H1MSCX003701	Hardware - Desktop PC
N/A	H1MSCX003723	Hardware - Desktop PC
N/A	H1MSCX003736	Hardware - Desktop PC
N/A	H1MSCX003751	Hardware - Desktop PC
N/A	H1MSCX003754	Hardware - Desktop PC
N/A	H1MSCX003758	Hardware - Desktop PC
N/A	H1MSCX003762	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H1MSCX003764	Hardware - Desktop PC
N/A	H1MSCX003771	Hardware - Desktop PC
N/A	H1MSCX003773	Hardware - Desktop PC
N/A	H1MSCX003793	Hardware - Desktop PC
N/A	H1MSCX003801	Hardware - Desktop PC
N/A	H1MSCX003802	Hardware - Desktop PC
N/A	H1MSCX003806	Hardware - Desktop PC
N/A	H1MSCX003813	Hardware - Desktop PC
N/A	H1MSCX003815	Hardware - Desktop PC
N/A	H1MSCX003820	Hardware - Desktop PC
N/A	H1MSCX003834	Hardware - Desktop PC
N/A	H1MSCX003835	Hardware - Desktop PC
N/A	H1MSCX003840	Hardware - Desktop PC
N/A	H1MSCX003845	Hardware - Desktop PC
N/A	H1MSCX003859	Hardware - Desktop PC
N/A	H1MSCX003861	Hardware - Desktop PC
N/A	H1MSCX003878	Hardware - Desktop PC
N/A	H1MSCX003919	Hardware - Desktop PC
N/A	H1MSCX003928	Hardware - Desktop PC
N/A	H1MSCX003956	Hardware - Desktop PC
N/A	H1MSCX003998	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H1MSCX003999	Hardware - Desktop PC
N/A	H1MSCX004000	Hardware - Desktop PC
N/A	H1MSCX004002	Hardware - Desktop PC
N/A	H1MSCX004004	Hardware - Desktop PC
N/A	H1MSCX004008	Hardware - Desktop PC
N/A	H1MSCX004021	Hardware - Desktop PC
N/A	H1MSCX004045	Hardware - Desktop PC
N/A	H1MSCX004069	Hardware - Desktop PC
N/A	H1MSCX004076	Hardware - Desktop PC
N/A	H1MSCX004083	Hardware - Desktop PC
N/A	H1MSCX004086	Hardware - Desktop PC
N/A	H1MSCX004106	Hardware - Desktop PC
N/A	H1MSCX004115	Hardware - Desktop PC
N/A	H1MSCX004136	Hardware - Desktop PC
N/A	H1MSCX004140	Hardware - Desktop PC
N/A	H1MSCX004141	Hardware - Desktop PC
N/A	H1MSCX004160	Hardware - Desktop PC
N/A	H1MSCX004214	Hardware - Desktop PC
N/A	H1MSCX004264	Hardware - Desktop PC
N/A	H1MSCX004265	Hardware - Desktop PC
N/A	H1MSCX004266	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H1MSCX004290	Hardware - Desktop PC
N/A	H1MSCX004292	Hardware - Desktop PC
N/A	H1MSCX004299	Hardware - Desktop PC
N/A	H1MSCX004314	Hardware - Desktop PC
N/A	H1MSCX004326	Hardware - Desktop PC
N/A	H1MSCX004375	Hardware - Desktop PC
N/A	H1MSCX004378	Hardware - Desktop PC
N/A	H1MSCX004473	Hardware - Desktop PC
N/A	H1MSCX004497	Hardware - Desktop PC
N/A	H1MSCX004517	Hardware - Desktop PC
N/A	H1MSCX004520	Hardware - Desktop PC
N/A	H1MSCX004525	Hardware - Desktop PC
N/A	H1MSCX004530	Hardware - Desktop PC
N/A	H1MSCX004541	Hardware - Desktop PC
N/A	H1MSCX004557	Hardware - Desktop PC
N/A	H1MSCX004564	Hardware - Desktop PC
N/A	H1MSCX004876	Hardware - Desktop PC
N/A	H1MSCX005006	Hardware - Desktop PC
N/A	H1MSCX005058	Hardware - Desktop PC
N/A	H1MSCX005064	Hardware - Desktop PC
N/A	H1MSCX005271	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H1MSCX005322	Hardware - Desktop PC
N/A	H1MSCX005523	Hardware - Desktop PC
N/A	H1MSCX005547	Hardware - Desktop PC
N/A	H1MSCX005685	Hardware - Desktop PC
N/A	H1MSCX005799	Hardware - Desktop PC
N/A	H1MSCX005801	Hardware - Desktop PC
N/A	H1MSCX005867	Hardware - Desktop PC
N/A	H1MSCX005898	Hardware - Desktop PC
N/A	H1MSCX005906	Hardware - Desktop PC
N/A	H1MSCX006043	Hardware - Desktop PC
N/A	H1MSCX006049	Hardware - Desktop PC
N/A	H1MSCX006381	Hardware - Desktop PC
N/A	H1MSCX006390	Hardware - Desktop PC
N/A	H1MSCX006429	Hardware - Desktop PC
N/A	H1MSCX006468	Hardware - Desktop PC
N/A	H1MSCX006474	Hardware - Desktop PC
N/A	H2MSCX000576	Hardware - Desktop PC
N/A	H2MSCX001738	Hardware - Desktop PC
N/A	H2MSCX001990	Hardware - Desktop PC
N/A	H2MSCX002642	Hardware - Desktop PC
N/A	H2MSCX002651	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H2MSCX002656	Hardware - Desktop PC
N/A	H2MSCX002668	Hardware - Desktop PC
N/A	H2MSCX002715	Hardware - Desktop PC
N/A	H2MSCX002727	Hardware - Desktop PC
N/A	H2MSCX002761	Hardware - Desktop PC
N/A	H2MSCX002781	Hardware - Desktop PC
N/A	H2MSCX002842	Hardware - Desktop PC
N/A	H2MSCX002876	Hardware - Desktop PC
N/A	H2MSCX003041	Hardware - Desktop PC
N/A	H2MSCX003053	Hardware - Desktop PC
N/A	H2MSCX003101	Hardware - Desktop PC
N/A	H2MSCX003181	Hardware - Desktop PC
N/A	H2MSCX003256	Hardware - Desktop PC
N/A	H2MSCX003302	Hardware - Desktop PC
N/A	H2MSCX003422	Hardware - Desktop PC
N/A	H2MSCX003436	Hardware - Desktop PC
N/A	H2MSCX003489	Hardware - Desktop PC
N/A	H2MSCX003815	Hardware - Desktop PC
N/A	H2MSCX003836	Hardware - Desktop PC
N/A	H2MSCX003838	Hardware - Desktop PC
N/A	H2MSCX003841	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H2MSCX003850	Hardware - Desktop PC
N/A	H2MSCX003898	Hardware - Desktop PC
N/A	H2MSCX004426	Hardware - Desktop PC
N/A	H2MSCX004454	Hardware - Desktop PC
N/A	H2MSCX004497	Hardware - Desktop PC
N/A	H2MSCX004571	Hardware - Desktop PC
N/A	H2MSCX004590	Hardware - Desktop PC
N/A	H2MSCX004680	Hardware - Desktop PC
N/A	H2MSCX004685	Hardware - Desktop PC
N/A	H2MSCX004756	Hardware - Desktop PC
N/A	H2MSCX004801	Hardware - Desktop PC
N/A	H2MSCX004836	Hardware - Desktop PC
N/A	H2MSCX004887	Hardware - Desktop PC
N/A	H2MSCX004892	Hardware - Desktop PC
N/A	H2MSCX004895	Hardware - Desktop PC
N/A	H2MSCX004901	Hardware - Desktop PC
N/A	H2MSCX004908	Hardware - Desktop PC
N/A	H2MSCX004915	Hardware - Desktop PC
N/A	H2MSCX004917	Hardware - Desktop PC
N/A	H2MSCX004922	Hardware - Desktop PC
N/A	H2MSCX004924	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H2MSCX004935	Hardware - Desktop PC
N/A	H2MSCX004942	Hardware - Desktop PC
N/A	H2MSCX004963	Hardware - Desktop PC
N/A	H2MSCX004979	Hardware - Desktop PC
N/A	H2MSCX004995	Hardware - Desktop PC
N/A	H2MSCX006365	Hardware - Desktop PC
N/A	H3MSCX000136	Hardware - Desktop PC
N/A	H3MSCX000147	Hardware - Desktop PC
N/A	H3MSCX000174	Hardware - Desktop PC
N/A	H3MSCX000193	Hardware - Desktop PC
N/A	H3MSCX000224	Hardware - Desktop PC
N/A	H3MSCX000227	Hardware - Desktop PC
N/A	H3MSCX000239	Hardware - Desktop PC
N/A	H3MSCX000253	Hardware - Desktop PC
N/A	H3MSCX000277	Hardware - Desktop PC
N/A	H3MSCX000328	Hardware - Desktop PC
N/A	H3MSCX000329	Hardware - Desktop PC
N/A	H3MSCX000390	Hardware - Desktop PC
N/A	H3MSCX000393	Hardware - Desktop PC
N/A	H3MSCX000420	Hardware - Desktop PC
N/A	H3MSCX000429	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H3MSCX000432	Hardware - Desktop PC
N/A	H3MSCX000439	Hardware - Desktop PC
N/A	H3MSCX000442	Hardware - Desktop PC
N/A	H3MSCX000495	Hardware - Desktop PC
N/A	H3MSCX000518	Hardware - Desktop PC
N/A	H3MSCX000522	Hardware - Desktop PC
N/A	H3MSCX000569	Hardware - Desktop PC
N/A	H3MSCX000577	Hardware - Desktop PC
N/A	H3MSCX000580	Hardware - Desktop PC
N/A	H3MSCX000662	Hardware - Desktop PC
N/A	H3MSCX000668	Hardware - Desktop PC
N/A	H3MSCX000701	Hardware - Desktop PC
N/A	H3MSCX000805	Hardware - Desktop PC
N/A	H3MSCX000846	Hardware - Desktop PC
N/A	H3MSCX000856	Hardware - Desktop PC
N/A	H3MSCX000956	Hardware - Desktop PC
N/A	H3MSCX000961	Hardware - Desktop PC
N/A	H3MSCX001882	Hardware - Desktop PC
N/A	H3MSCX003775	Hardware - Desktop PC
N/A	H3MSCX003822	Hardware - Desktop PC
N/A	H3MSCX003908	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H3MSCX004213	Hardware - Desktop PC
N/A	H3MSCX004931	Hardware - Desktop PC
N/A	H3MSCX004960	Hardware - Desktop PC
N/A	H3MSCX005013	Hardware - Desktop PC
N/A	H3MSCX005026	Hardware - Desktop PC
N/A	H3MSCX005034	Hardware - Desktop PC
N/A	H3MSCX005040	Hardware - Desktop PC
N/A	H3MSCX005052	Hardware - Desktop PC
N/A	H3MSCX005150	Hardware - Desktop PC
N/A	H3MSCX005840	Hardware - Desktop PC
N/A	H3MSCX005888	Hardware - Desktop PC
N/A	H3MSCX006388	Hardware - Desktop PC
N/A	H3MSCX006407	Hardware - Desktop PC
N/A	H3MSCX006417	Hardware - Desktop PC
N/A	H3MSCX006424	Hardware - Desktop PC
N/A	H3MSCX006509	Hardware - Desktop PC
N/A	H3MSCX006535	Hardware - Desktop PC
N/A	H3MSCX006674	Hardware - Desktop PC
N/A	H3MSCX006719	Hardware - Desktop PC
N/A	H3MSCX006743	Hardware - Desktop PC
N/A	H3MSCX006759	Hardware - Desktop PC

GESD Asset #	Serial #	Description
N/A	H3MSCX006849	Hardware - Desktop PC
N/A	H3MSCX006852	Hardware - Desktop PC
N/A	H3MSCX006871	Hardware - Desktop PC
N/A	H3MSCX006873	Hardware - Desktop PC
N/A	H3MSCX006889	Hardware - Desktop PC
N/A	H3MSCX006932	Hardware - Desktop PC
N/A	H3MSCX006966	Hardware - Desktop PC
N/A	H3MSCX006970	Hardware - Desktop PC
N/A	H3MSCX006980	Hardware - Desktop PC
N/A	H3MSCX007018	Hardware - Desktop PC
N/A	H3MSCX007037	Hardware - Desktop PC
N/A	H3MSCX007044	Hardware - Desktop PC
N/A	H3MSCX007053	Hardware - Desktop PC
N/A	H3MSCX007099	Hardware - Desktop PC
N/A	H3MSCX007107	Hardware - Desktop PC
N/A	H3MSCX007113	Hardware - Desktop PC
N/A	H3MSCX007120	Hardware - Desktop PC
N/A	H3MSCX007121	Hardware - Desktop PC
N/A	HY29SG1	Hardware - Printer
N/A	JJN2C31	Hardware - Printer
N/A	JMX0824L1HN	Hardware - Network Voice Router

GESD Asset #	Serial #	Description
N/A	LR06XS9Q	Hardware - Laptop - Chromebook
N/A	LR08BZBY	Hardware - Laptop - Chromebook
N/A	MX-0GM504-74262-7AK-1T5S	Hardware - Monitor
N/A	MX0RT2807426285S3HMU	Hardware - Monitor
N/A	Q8QE411AAAAAC0291	Hardware - Projector
N/A	Q8QE411AAAAAC0311	Hardware - Projector
N/A	Q8QE411AAAAAC0315	Hardware - Projector
N/A	Q8QE411AAAAAC0323	Hardware - Projector
N/A	Q8QE411AAAAAC0334	Hardware - Projector
N/A	Q8QE411AAAAAC0354	Hardware - Projector
N/A	Q8QE415AAAAAC0471	Hardware - Projector
N/A	Q8QE415AAAAAC0483	Hardware - Projector
N/A	Q8QE415AAAAAC0562	Hardware - Projector
N/A	Q8QE415AAAAAC0579	Hardware - Projector
N/A	Q8QE415AAAAAC0595	Hardware - Projector
N/A	Q8QE415AAAAAC0596	Hardware - Projector
N/A	Q8QE415AAAAAC0629	Hardware - Projector
N/A	R58H51ZBVVK	Cell Phone
N/A	RYZ102200130	Hardware - Monitor
N/A	S548DF4K15000214	Hardware - Network Edge Switches
N/A	S548DF4K15000240	Hardware - Network Edge Switches

GESD Asset #	Serial #	Description
N/A	S5S1345T19576	Hardware - Power Supply
N/A	u60283j5j348544	Hardware - Fax
N/A	VSAK5200901	Hardware - Projector
N/A	VSAK5200980	Hardware - Projector
N/A	N/A	6 - Pallets Of Ofiice Phones
N/A	N/A	Cassette/CD Player
N/A	N/A	VCR
N/A	N/A	Washer

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 3.D. TOPIC: Request for Proposals

SUBMITTED BY: Ms. Tammy Delgado, Purchasing/Warehouse Manager

RECOMMENDED BY: Ms. Valerie Caraveo, Director of Finance and Purchasing

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the award Request for Proposals 21.01.25 for Chiller Plant and Water Tower Maintenance and Repairs to HACI Mechanical.

RATIONALE:

The Purchasing Department issued a Request for Proposals for Chiller Plant and Water Tower Maintenance on February 4, 2020.

The RFP was posted to AzPurchasing.org notifying 97 vendors, and posted on the District's website. A non-mandatory pre-proposal and walk through meeting was conducted on February 14, 2020 with twelve (12) contractors present.

All responses were due and opened on February 28, 2020 at 11:00 a.m. with three (3) responses received. Responses were received from HACI Service, LLC, Tolin Mechanical, and Midstate Energy. The Evaluation Committee consisted of: Greg Gilliam, Director of Maintenance and Operations, Dean Wallace, Construction Maintenance Manager, and Steve George, HVAC Tech. The Committee met on March 3, 2020 concluding HACI Service, LLC responsible and responsive.

Contract will be effective July 1, 2020 - June 30, 2021. If all conditions are met during this period and funding is available this contact may be extended for up to an additional four (4) years.

Recommendation to award to: HACI Service, LLC

The RFP file for this solicitation is held in the Purchasing Department for review.

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 3.E. TOPIC: Job Description - Behavior Specialist

SUBMITTED BY: Ms. Jacque Horine, Director of Human Resources

RECOMMENDED BY: Dr. Louis Laffitte, Executive Director of Behavioral Health and School Safety

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the new job description for Behavior Specialist as presented.

RATIONALE:

The role of the Behavior Specialist will be to contribute to the management of student behavior intervention within the District, to include designing and implementing supporting strategies, providing professional development, supporting staff and students, and collaborating with various personnel.

Behavioral Specialist

Job Description

Glendale Elementary School District

Purpose Statement Behavioral Specialist

The role of the behavior specialist will be to contribute to the management of student behavior intervention within the District to include designing and implementing supporting strategies, providing professional development, supporting staff and students, and collaborating with various personnel.

Essential Functions

1. Conduct functional behavior assessments and present data to collaborative teams
2. Facilitate and coach teams through the development and implementation of functional behavior assessments/behavior interventions plans and crisis plans for identified students.
3. Exceptional knowledge in the use of assessment and assessment data to inform instruction and prescribe work plans for individual students.
4. Assist teachers in the identification and development of individualized behavior interventions intended to change behaviors; using evidence based strategies.
5. Collect data regarding student behaviors and recommend appropriate instructional modifications to develop responsible thinking and decision-making skills in students. Identify and implement appropriate interventions for students in need of additional assistance.
6. Present professional development for administrators and teachers on behavior intervention, anger management, as well as other topics and support the staff in the implementation of their new learning.
7. Provide support and informational workshops to parents.
8. Keep teachers and other staff informed of progress, incidents and concerns.
9. Complete required paperwork in an accurate and timely manner
10. Perform other duties that are assigned

Other Functions

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

- Bilingual/Biliterate Spanish fluency is preferred to provide parents/guardians with in-the-moment information.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including utilizing pertinent software applications; planning and managing projects and programs; overseeing program activities; developing effective working relationships; preparing and maintaining accurate records; administering personnel policies and procedures; and program evaluation and assessment techniques.

KNOWLEDGE is required to review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: pertinent laws, codes, policies, and/or regulations.

ABILITY is required to schedule a significant number of activities, meetings, and/or events; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: establishing and maintaining effective working relationships; meeting deadlines and schedules; setting priorities; working with multiple projects, frequent interruptions, and changing work priorities; working with detailed information/data and maintaining accurate records; maintaining confidentiality; and facilitating communication between persons with frequently divergent positions.

Responsibility

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; directing other persons within a department, large work unit, and/or across several small work units. Utilization of resources from other work units is often required to perform the job functions. There is some opportunity to impact the organization's services.

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally, the job requires 60% sitting, 25% walking, and 15% standing. This job is performed in a generally clean and healthy environment.

Experience: Three years of teaching, counseling or related experience.

Education:

Equivalency:

Required Testing:

Certificates and Licenses

Continuing Educ. / Training:

Maintains Certificates and/or Licenses

Clearances

Criminal Justice/Fingerprint Clearance
Measles/Rubella Immunity/Vaccination Valid
form I-9

FLSA Status

Approval Date

Salary Grade

Certified Salary
Schedule + 2 days at
per diem

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 4.A. TOPIC: Teacher Evaluation Process Changes Due to School Closures

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve changes to the 2019-2020 evaluation process due to school closures.

RATIONALE:

The following changes to the evaluation process are for any employees required to have two observations for the 2019-2020 school year that were not completed prior to school closures. Below are the recommendations to the evaluation process:

- If two observations are needed and only one has been completed the administrator will use the first observation data, walk through data, informal observation data and artifacts to complete the summative evaluation for the employee.
- If there has been no observation the administrator will use walk through data, informal observation data, and artifacts to complete the summative evaluation for the employee.
- If the employee was in GESD for the 2018-2019 school year and the 2019-2020 final classification rating is lower than the 2018-2019 school year the employee may use the rating from the 2018-2019 school year.

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 4.B. TOPIC: 2019-20 Pay for Performance Plan Changes Due to School Closures

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve changes to the 2019-2020 Pay for Performance Plan due to COVID-19 and school closures.

RATIONALE:

The Pay for Performance committee is recommending that the 25% for Professional Development/Professional Responsibilities requirement be modified due to school closures for the 2019-20 school year. Due to the school closures, the recommendation for the 2019-20 school year is to waive the Professional Responsibility component only. Teachers who complete the 10 hours of Professional Development will receive the full 25%.

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 4.C. TOPIC: Employment of Principal

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the employment of *Individual to be Named* as Principal of Glendale Landmark School, salary and benefits commensurate with other principals.

RATIONALE:

A committee was formed to screen and interview candidates for Principal positions. Seventeen applicants were invited to be interviewed and finalists were forwarded to the Superintendent and Assistant Superintendent for Educational Services. The finalists participated in one additional interview which included the Assistant Superintendent for Educational Services and Superintendent.

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 4.D. TOPIC: 2020-2021 Salary Placement Tables, Fringe Benefits and Extra Duty Stipends

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the Salary Placement Tables, Fringe Benefits, and Extra Duty Stipends for the 2020-2021 school year as presented.

RATIONALE:

Administration seeks the Governing Board's approval of the Salary Placement Tables, Fringe Benefits and Extra Duty Stipends for the 2020-2021 school year.



**Glendale Elementary School District No. 40
 Certified Extra Duty Pay/Extracurricular Activities/Supplemental Assignments and
 New Hire Placement Schedule
 2020-2021**

Certified Salary Schedule - New Hire Placement

Years	BA/S	MA/S	ED SP	DOC
0	\$40,000	\$42,250	\$44,500	\$ 46,000
1	\$40,750	\$43,000	\$45,250	\$ 46,750
2	\$41,500	\$43,750	\$46,000	\$ 47,500
3	\$42,250	\$44,500	\$46,750	\$ 48,250
4	\$43,000	\$45,250	\$47,500	\$ 49,000
5	\$43,750	\$46,000	\$48,250	\$ 49,750
6	\$44,500	\$46,750	\$49,000	\$ 50,500
7	\$45,250	\$47,500	\$49,750	\$ 51,250
8	\$46,000	\$48,250	\$50,500	\$ 52,000
9	\$46,750	\$49,000	\$51,250	\$ 52,750
10	\$47,500	\$49,750	\$52,000	\$ 53,500
11	\$48,250	\$50,500	\$52,750	\$ 54,250

For every 12 credits above placement degree, \$750 will be added to base amount*

*Maximum credits awarded above a Bachelors will be +36 and Masters +60

A maximum of 11 years of experience will be granted.

ENDORSEMENTS	
Annual Amount	Endorsement Types
\$500	Dual Content Teacher - Teaching more than one content area with Highly Qualified status. Dual Language – Dual language classroom and have the SEI endorsement ELL - ELL classroom and have the SEI endorsement Gifted - Appointed strand teacher and provisionally gifted endorsed or not endorsed Reading Teacher - Teacher of record (assigning the grade) in Reading
\$750	Dual Language - Dual language classroom and have the ESL/Bilingual Endorsement ELL - ELL Classroom and have the ESL/Bilingual Endorsement Gifted - Appointed strand teacher and full gifted endorsement ILLP - Teacher in an ILLP classroom who service ELD students but their position title is not designated as "ELD"
\$1,000	National Board Certification - Teachers and Achievement Advisors who are NBCT
\$3,000	Special Education - Teachers assigned to a Special Education Self-Contained, Resource or Inclusion setting
\$5,000	Special Education - Teachers assigned to a Special Education Self-Contained Social Emotional, Special Education Self-Contained Multiple Disabilities and Alternative program (GSA) Teacher on Special Assignment (TOSA) - Assigned to a TOSA position

STIPENDS	
Stipend Types	
Supplemental Assignment (work that occurs outside of professional day or contract days) - \$26.60 to \$39.90	
New Teacher Induction Week - up to \$1,000	
Performance Pay - up to \$3,500 - \$5,500	



Glendale Elementary School District No. 40
Certified Extra Duty Pay/Extracurricular Activities/Supplemental Assignments and
New Hire Placement Schedule
2020-2021

Extra Duty Pay/Extracurricular Activities/Supplemental Assignments

Extracurricular Activity	Pay
21 st CCLC-Coordinator	\$39.90
Boys Town Training	\$26.60
Planning	\$26.60
Title 4 Enrichment	\$39.90
Zero Hour Math	\$39.90
Extra Duty Grant Positions	Pay
Achievement Advisors - 4 weeks	up to \$7,500
Attending professional development	\$26.60
Before and after school enrichment (classes/clubs)	\$39.90
Before and after school tutoring	\$39.90
Deconstruction, planning, data analysis	\$26.60
Leadership Teams	\$26.60
Leading Professional Development	\$26.60 plus planning
Learning Teams	\$26.60
MTSS Committees	\$26.60
Technology Mentors	Pay
Technology Mentors	\$26.60
Not to exceed 20+hours	
Extra Duty Pay	Pay
K-8 School	
After School Activities (cheer, choir, chess, etc.)	\$600
Athletic Director K-8 (site based)	\$300
Basketball Coach Girls/Boys	\$600
Basketball Scoring	\$12.00/hr
Cross Country Coach	\$200
Cross Country Coordinator	\$300
District Athletic Director	\$7,500
Extra Duty Site Supervisor	\$26.60* / *Only when 2 are out and we need at least 1.
Football Coach (Girls/Boys)	\$600
Grade Level Representative/Department Chair	\$400
Site Supervisor	\$1,000
Soccer Coach (Girls/Boys)	\$600
Softball Coach (Girls/Boys)	\$600
Student Council	\$750
Track and Field Coach	\$200
Track and Field Coordinator	\$300
Yearly Project Coordinator	\$600

Extra Duty Pay	Pay
Accelerated Math Program	\$39.90 (includes planning time)
After School Activity Sponsor	\$600
Assistant District Athletic Director	\$1,000
Athletic Coach	\$600
Curriculum Planning	\$26.60
Early Kinder Testing	\$26.60
National Junior Honor Society	\$600
Committee Work	\$26.60
Newspaper Advisor	\$600
Related Arts PLC Lead Stipend	up to\$7,500
School Web Master	\$500
Special Event	\$26.60
Trainer of Trainer Training	\$26.60
Interpreter/Translation	\$12.00/hr
Yearbook Advisor	\$600

Extra Duty Pay Special Education Department	Pay
Bilingual Evaluations (2 speech & 1 psych)	\$3,000/person
CPI Training (attendees & trainers)	\$26.60/hr
Homebound Services	\$26.60
Lead Psychologist	\$5,000
Lead Speech Language Pathologist	\$5,000
Special Education Leads (Cadre)	\$26.60
Specialized Boys Town Training (attendees/trainers)	\$26.60
Special Education Teachers: Additional IEP's written	\$26.60/hr
Psychologists: Additional evaluations completed	\$200/evaluation completed

Extra Duty Pay Student Services Department	Pay
Lead Social Emotional Learning Specialist (SELS)	\$3,000



2020-21 Support Services Salary Schedule
New Hire Placement

Speech Language Pathologists

Years	SLT (Tech)	+12 credits	SLP MA	+12 credits	SLP CCC	+12 credits	SLP DOC
0	\$39,789.00	\$40,539.00	\$52,759.00	\$53,509.00	\$58,852.00	\$59,602.00	\$65,202.00
1	\$40,539.00	\$41,289.00	\$53,509.00	\$54,259.00	\$59,602.00	\$60,352.00	\$65,952.00
2	\$41,289.00	\$42,039.00	\$54,259.00	\$55,009.00	\$60,352.00	\$61,102.00	\$66,702.00
3	\$42,039.00	\$42,789.00	\$55,009.00	\$55,759.00	\$61,102.00	\$61,852.00	\$67,452.00
4	\$42,789.00	\$43,539.00	\$55,759.00	\$56,509.00	\$61,852.00	\$62,602.00	\$68,202.00
5	\$43,539.00	\$44,289.00	\$56,509.00	\$57,259.00	\$62,602.00	\$63,352.00	\$68,952.00
6	\$44,289.00	\$45,039.00	\$57,259.00	\$58,009.00	\$63,352.00	\$64,102.00	\$69,702.00
7	\$45,039.00	\$45,789.00	\$58,009.00	\$58,759.00	\$64,102.00	\$64,852.00	\$70,452.00
8	\$45,789.00	\$46,539.00	\$58,759.00	\$59,509.00	\$64,852.00	\$65,602.00	\$71,202.00
9	\$46,539.00	\$47,289.00	\$59,509.00	\$60,259.00	\$65,602.00	\$66,352.00	\$71,952.00
10	\$47,289.00	\$48,039.00	\$60,259.00	\$61,009.00	\$66,352.00	\$67,102.00	\$72,702.00
11	\$48,039.00	\$48,789.00	\$61,009.00	\$61,759.00	\$67,102.00	\$67,852.00	\$73,452.00

Physical/Occupational Therapists

Years	PTR/OTR	+12 credits	PT/OT DOC
0	\$53,207.00	\$53,957.00	\$65,774.00
1	\$53,957.00	\$54,707.00	\$66,524.00
2	\$54,707.00	\$55,457.00	\$67,274.00
3	\$55,457.00	\$56,207.00	\$68,024.00
4	\$56,207.00	\$56,957.00	\$68,774.00
5	\$56,957.00	\$57,707.00	\$69,524.00
6	\$57,707.00	\$58,457.00	\$70,274.00
7	\$58,457.00	\$59,207.00	\$71,024.00
8	\$59,207.00	\$59,957.00	\$71,774.00
9	\$59,957.00	\$60,707.00	\$72,524.00
10	\$60,707.00	\$61,457.00	\$73,274.00
11	\$61,457.00	\$62,207.00	\$74,024.00

Board Approved: Pending



2020-21 Psychologist Salary Schedule New Hire Placement

Years	PSY MA	+12 credits		PSY Special	+12 credits		PSY DOC
0	\$55,728.00	\$56,478.00		\$59,072.00	\$59,822.00		\$63,207.00
1	\$56,363.00	\$57,113.00		\$59,745.00	\$60,495.00		\$63,928.00
2	\$57,491.00	\$58,241.00		\$60,941.00	\$61,691.00		\$65,207.00
3	\$58,641.00	\$59,391.00		\$62,160.00	\$62,910.00		\$66,511.00
4	\$59,814.00	\$60,564.00		\$63,403.00	\$64,153.00		\$67,841.00
5	\$61,011.00	\$61,761.00		\$64,671.00	\$65,421.00		\$69,198.00
6	\$62,230.00	\$62,980.00		\$65,965.00	\$66,715.00		\$70,582.00
7	\$63,475.00	\$64,225.00		\$67,284.00	\$68,034.00		\$71,994.00
8	\$64,745.00	\$65,495.00		\$68,630.00	\$69,380.00		\$73,434.00
9	\$66,039.00	\$66,789.00		\$70,002.00	\$70,752.00		\$74,902.00
10	\$67,360.00	\$68,110.00		\$71,402.00	\$72,152.00		\$76,400.00
11	\$68,707.00	\$69,457.00		\$72,830.00	\$73,580.00		\$77,928.00

Board Approved: *Pending*



2020-21 Classified Exempt Salary Schedule New Hire Placement

Grade	Years						
	0	1	2	3	4	5	6
Exempt 1	\$35,000.00	\$35,750.00	\$36,500.00	\$37,250.00	\$38,000.00	\$38,750.00	\$39,500.00
Exempt 2	\$36,000.00	\$36,750.00	\$37,500.00	\$38,250.00	\$39,000.00	\$39,750.00	\$40,500.00
Exempt 3	\$40,208.00	\$40,958.00	\$41,708.00	\$42,458.00	\$43,208.00	\$43,958.00	\$44,708.00
Exempt 4	\$42,218.00	\$42,968.00	\$43,718.00	\$44,468.00	\$45,218.00	\$45,968.00	\$46,718.00
Exempt 5	\$44,329.00	\$45,079.00	\$45,829.00	\$46,579.00	\$47,329.00	\$48,079.00	\$48,829.00
Exempt 6	\$46,545.00	\$47,295.00	\$48,045.00	\$48,795.00	\$49,545.00	\$50,295.00	\$51,045.00
Exempt 7	\$48,875.00	\$49,625.00	\$50,375.00	\$51,125.00	\$51,875.00	\$52,625.00	\$53,375.00
Exempt 8	\$51,320.00	\$52,070.00	\$52,820.00	\$53,570.00	\$54,320.00	\$55,070.00	\$55,820.00
Exempt 9	\$53,886.00	\$54,636.00	\$55,386.00	\$56,136.00	\$56,886.00	\$57,636.00	\$58,386.00
Exempt 10	\$56,580.00	\$57,330.00	\$58,080.00	\$58,830.00	\$59,580.00	\$60,330.00	\$61,080.00
Exempt 11	\$59,409.00	\$60,159.00	\$60,909.00	\$61,659.00	\$62,409.00	\$63,159.00	\$63,909.00
Exempt 12	\$62,379.00	\$63,129.00	\$63,879.00	\$64,629.00	\$65,379.00	\$66,129.00	\$66,879.00
Exempt 13	\$65,498.00	\$66,248.00	\$66,998.00	\$67,748.00	\$68,498.00	\$69,248.00	\$69,998.00
Exempt 14	\$66,977.00	\$67,727.00	\$68,477.00	\$69,227.00	\$69,977.00	\$70,727.00	\$71,477.00
Exempt 15	\$68,456.00	\$69,206.00	\$69,956.00	\$70,706.00	\$71,456.00	\$72,206.00	\$72,956.00

Board Approved: *Pending*



2020-21 Classified Non-Exempt Salary Schedule New Hire Placement

Grade	Years						
	0	1	2	3	4	5	6
1	12.00	12.00	12.00	12.00	12.00	12.00	12.00
2	12.00	12.00	12.00	12.00	12.00	12.00	12.00
3	12.00	12.00	12.00	12.00	12.00	12.00	12.00
4	12.00	12.00	12.00	12.00	12.00	12.00	12.00
5	12.00	12.00	12.00	12.00	12.00	12.00	12.00
6	12.00	12.00	12.00	12.00	12.00	12.00	12.00
7	12.00	12.00	12.00	12.00	12.00	12.00	12.00
8	12.00	12.00	12.00	12.00	12.00	12.00	12.00
9	12.00	12.00	12.00	12.00	12.00	12.00	12.00
10	12.00	12.00	12.00	12.00	12.00	12.00	12.00
11	12.00	12.00	12.00	12.00	12.00	12.00	12.13
12	12.00	12.00	12.00	12.00	12.01	12.22	12.43
13	12.00	12.00	12.00	12.10	12.31	12.53	12.75
14	12.00	12.00	12.19	12.40	12.62	12.84	13.06
15	12.07	12.28	12.49	12.71	12.93	13.16	13.39
16	12.37	12.58	12.81	13.03	13.26	13.49	13.73
17	12.68	12.90	13.13	13.35	13.59	13.83	14.07
18	12.99	13.22	13.45	13.69	13.93	14.17	14.42
19	13.32	13.55	13.79	14.03	14.28	14.53	14.78
20	13.65	13.89	14.13	14.38	14.63	14.89	15.15
21	13.99	14.24	14.49	14.74	15.00	15.26	15.53
22	14.34	14.59	14.85	15.11	15.37	15.64	15.92
23	14.70	14.96	15.22	15.49	15.76	16.03	16.32
24	15.07	15.33	15.60	15.87	16.15	16.44	16.72
25	15.45	15.72	15.99	16.27	16.56	16.85	17.14
26	15.83	16.11	16.39	16.68	16.97	17.27	17.57
27	16.23	16.51	16.80	17.10	17.39	17.70	18.01
28	16.63	16.93	17.22	17.52	17.83	18.14	18.46
29	17.05	17.35	17.65	17.96	18.28	18.60	18.92
30	17.48	17.78	18.09	18.41	18.73	19.06	19.39
31	17.91	18.23	18.55	18.87	19.20	19.54	19.88
32	18.36	18.68	19.01	19.34	19.68	20.02	20.38
33	18.82	19.15	19.48	19.83	20.17	20.53	20.88
34	19.29	19.63	19.97	20.32	20.68	21.04	21.41
35	19.77	20.12	20.47	20.83	21.19	21.56	21.94
36	20.27	20.62	20.98	21.35	21.72	22.10	22.49
37	20.77	21.14	21.51	21.88	22.27	22.66	23.05
38	21.29	21.67	22.04	22.43	22.82	23.22	23.63
39	21.83	22.21	22.60	22.99	23.39	23.80	24.22
40	22.37	22.76	23.16	23.57	23.98	24.40	24.83
41	22.93	23.33	23.74	24.16	24.58	25.01	25.45
42	23.50	23.92	24.33	24.76	25.19	25.63	26.08
43	24.09	24.51	24.94	25.38	25.82	26.27	26.73
44	24.69	25.13	25.57	26.01	26.47	26.93	27.40
45	25.31	25.75	26.20	26.66	27.13	27.60	28.09
46	25.94	26.40	26.86	27.33	27.81	28.29	28.79



2020-21 School Bus Driver Salary Schedule New Hire Placement

Years	School Bus Driver
0	\$15.19
1	\$16.32
2	\$17.45
3	\$18.58
4	\$19.71
5	\$20.84
6	\$21.97

Years	School Bus Driver Trainer
0	\$16.04
1	\$17.29
2	\$18.54
3	\$19.79
4	\$21.04
5	\$22.29
6	\$23.54

Board Approved: *Pending*



2020-21 Executive Salary Schedule New Hire Placement

Years	Assistant Superintendent	+ 12 credits
0	\$ 103,000.00	\$ 103,750.00
1	\$ 103,750.00	\$ 104,500.00
2	\$ 104,500.00	\$ 105,250.00
3	\$ 105,250.00	\$ 106,000.00
4	\$ 106,000.00	\$ 106,750.00
5	\$ 106,750.00	\$ 107,500.00
6	\$ 107,500.00	\$ 108,250.00

Board Approved: *Pending*



2020-21 Administrative Salary Schedule New Hire Placement

Years	Executive Director	+ 12 credits
0	\$ 91,271.00	\$ 92,021.00
1	\$ 92,021.00	\$ 92,771.00
2	\$ 92,771.00	\$ 93,521.00
3	\$ 93,521.00	\$ 94,271.00
4	\$ 94,271.00	\$ 95,021.00
5	\$ 95,021.00	\$ 95,771.00
6	\$ 95,771.00	\$ 96,521.00

Years	Assistant Principal	+ 12 credits
0	\$ 64,469.00	\$ 65,219.00
1	\$ 65,204.00	\$ 65,954.00
2	\$ 66,508.00	\$ 67,258.00
3	\$ 67,838.00	\$ 68,588.00
4	\$ 69,194.00	\$ 69,944.00
5	\$ 70,578.00	\$ 71,328.00
6	\$ 71,989.00	\$ 72,739.00

Years	Principal / Director	+ 12 credits
0	\$ 79,543.00	\$ 80,293.00
1	\$ 80,450.00	\$ 81,200.00
2	\$ 82,059.00	\$ 82,809.00
3	\$ 83,700.00	\$ 84,450.00
4	\$ 85,374.00	\$ 86,124.00
5	\$ 87,082.00	\$ 87,832.00
6	\$ 88,823.00	\$ 89,573.00

Years	Coordinator	+ 12 credits
0	\$ 66,004.00	\$ 66,754.00
1	\$ 66,756.00	\$ 67,506.00
2	\$ 68,091.00	\$ 68,841.00
3	\$ 69,454.00	\$ 70,204.00
4	\$ 70,802.00	\$ 71,552.00
5	\$ 72,259.00	\$ 73,009.00
6	\$ 73,705.00	\$ 74,455.00

Board Approved: *Pending*

Fringe Benefits 20-21

Classified Non-Exempt (not substitutes)

- **Under 20 hours per week**
 - **EPST (Earned Paid Sick Time)**
 - **Bereavement Leave**
 - **Employee Assistance Program (EAP)**
 - **Wellness Incentives**
- **20 - 29 hours per week**
 - **ASRS**
 - **Bereavement Leave**
 - **Employee Assistance Program (EAP)**
 - **Wellness Incentives**
 - **Leave Plan (personal and sick leave)**
 - **Holiday Pay based on work calendar**
 - **Vacation (12 month employees only)**
- **30 + hours per week**
 - **ASRS**
 - **Bereavement Leave**
 - **Employee Assistance Program (EAP)**
 - **Wellness Incentives**
 - **District Paid Benefits (Medical, Dental, Vision, Life, Employee Identity Protection, Mid- Term Disability)**
 - **Leave Plan (personal leave and sick leave)**
 - **Holiday Pay based on work calendar**
 - **Vacation (12 month employees only)**
 - **Cell Phone Allowance (Supervisor determined)**

Classified Exempt

- **ASRS**
- **Bereavement Leave**
- **Employee Assistance Program (EAP)**
- **Wellness Incentives**
- **District Paid Benefits (Medical, Dental, Vision, Life, Employee Identity Protection, Mid-Term Disability)**

- **Leave Plan (personal leave and sick leave)**
- **Holiday Pay based on work calendar**
- **Vacation (12 month employees)**
- **Electronic Device(s) (position determined)**
- **Cell Phone Allowance (position determined)**

Certified Non-Administrative

- **ASRS**
- **Bereavement Leave**
- **Employee Assistance Program (EAP)**
- **Wellness Incentives**
- **District Paid Benefits (Medical, Dental, Vision, Life, Employee Identity Protection, Mid-Term Disability)**
- **Leave Plan (personal leave and sick leave)**
- **Holiday Pay based on work calendar**
- **Electronic Device(s)**

Administrators

- **ASRS**
- **Bereavement Leave**
- **Employee Assistance Program (EAP)**
- **Wellness Incentives**
- **District Paid Benefits (Medical, Dental, Vision, Life, Employee Identity Protection, Mid-Term Disability)**
- **Leave Plan (personal leave and sick leave)**
- **Holiday Pay based on work calendar**
- **Vacation (12 month administrators only)**
- **Electronic Device(s)**
- **Cell Phone Allowance**

GLENDALE ELEMENTARY SCHOOL DISTRICT

INFORMATIONAL AGENDA ITEM

AGENDA NO: 5.A. TOPIC: Future Meetings

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

Board Meetings dates for the 2019-2020 school year are listed below with the agenda topics anticipated for each meeting. Routine items, i.e., vouchers, personnel reports, travel, etc., are not included in the list.

May 14	ASBA Political Agenda Submissions Authorized Signatories Budget Revision Call for Election Renewal of Sole Source, Cooperative, and Purchasing Contracts Facsimile Signatures Salary Tables, Fringe Benefits and Extra Duty Stipends
May 28	Special Meeting Study Session: Declining Enrollment and Budget Impacts
June TBD	Board Retreat: Class Sizes Board Self Evaluation Instrument Program Evaluation/Sustainability Board Goals Discipline Reports
June 11	Strategic Plan Update/Discussion Employee Garnishments Student Activity Treasurer Execution of Vouchers Workers Compensation, Property, Casualty and Liability Insurance Claims Service Agreement Authorization to Settle Claims Evaluation Handbooks
June 25	Superintendent's 2020-2021 Performance Pay Criteria Superintendent Evaluation Instrument Principal and Teacher Evaluation Ratings Proposed Expenditure Budget State Assessment Data Extracurricular Fee Schedule SFB Capital Plan Facility Use Fee Schedule and Agreement

Agenda Item Requests Tracking:

Agenda Item	Date of Board Request	Board Member Making Request	Date Placed on Agenda	Action Taken
Sick Leave Buy Back Policy Study Session	8/22/19	Mary Ann Wilson		Information provided in Board Update 9.20.19
SmartSchools Detailed Report on Costs/Savings	9/12/19	Jamie Aldama		Information provided in Board Update 9.20.19
Census Resolution	9/12/19	Brenda Bartels	10/14/19	Resolution Adopted
Superintendent's Evaluation Instrument	10/14/19	Sara Smith		Added to June 25 upcoming agenda items list

Staff Resignation Data	1/9/20	Monica Pimentel		Information provided in the Board Update 2.14.20
Add Strategic Plan Review to Calendar	2/6/20	Sara Smith		Added to June 25 upcoming agenda items list
Add Board Retreat to Calendar	2/6/20	Sara Smith	2/13/20	

GLENDAL ELEMNTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 9.A. TOPIC: Catholic Charities Head Start Lease Agreement

SUBMITTED BY: Mr. Gregory Gilliam, Director of Maintenance and Operations

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent of Finance and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the Catholic Charities Head Start Lease Agreement as presented.

RATIONALE:

Catholic Charities, with a grant from the Federal Government, will place a modular unit on the Melvin E. Sine School Site for use in a Head Start Program. The lease is for a period of 15 years. Rent is \$10 for the entire term. The tenant is responsible for its own utility costs. Priority placement will be given to 20 students living within the Glendale Elementary School District boundaries.

GROUND LEASE

GLENDALE ELEMENTARY SCHOOL DISTRICT #40,
a political subdivision of the State of Arizona

Landlord

and

CATHOLIC CHARITIES COMMUNITY SERVICES, INC.,
an Arizona nonprofit corporation

Tenant

GROUND LEASE

This Ground Lease (the “Lease”) is entered into as of _____ 2020 between **GLENDAL E ELEMENTARY SCHOOL DISTRICT #40**, a political subdivision of the State of Arizona (“Landlord”) and **CATHOLIC CHARITIES COMMUNITY SERVICES, INC.**, an Arizona nonprofit corporation (“Tenant”).

BACKGROUND:

A. Landlord owns the parcel of land in Maricopa County, Arizona described on **Exhibit A** (the “Site”). As of the Commencement Date, Landlord will operate the Melvin E. Sine Elementary School (the “School”). Together, the Premises (defined in Section 1.2 below) and the School Site comprise the Site.

B. Tenant desires to build and to operate on the portion of the Site comprising the Premises a facility for early childhood education programs and a family support center and related programs, including Early Head Start and Head Start programs under applicable federal law, all of which will directly or indirectly support and advance the education mission of Landlord. Decades of research show that children who are stimulated and nurtured during the critical first years of life are less likely to require remedial or special education and more likely to read at grade level and graduate from high school.

C. Specifically, subject to Tenant obtaining sufficient funding and any required agency approvals, Tenant desires and intends to provide all or some of the following services (the “Program”) on the Premises:

1. a center (the “Center”) for education and development of children aged birth to five years;
2. a curriculum designed to contribute to and enhance the potential for success and kindergarten readiness of children age birth to five years who are (i) at risk for failure or difficulties in school and are qualified as Early Head Start- and Head Start- eligible, (ii) not identified as in need of special services, but are children of low-income families; (iii) identified as having special needs; and (iv) not identified as at-risk, but who desire to attend the Center under a fee-paying arrangement;
3. a classroom environment that promotes development in both students and teachers;
4. a training institute for educators; and
5. an educational and social service assistance component for parents.

D. Landlord desires to have such Program operated in proximity to the School to provide services to students and families within the Landlord’s district boundaries, to assist parents so that they may better foster their children’s education and development while their children are participating in the Program and when they enroll in Landlord’s schools, and to enhance the potential for success and kindergarten readiness of future students of the Landlord.

E. Landlord will receive substantial benefit from having such Program operated in proximity to the School, including the provision of support services to families of students in the Landlord's district, enrollment of additional students resulting in increased student population and funding, and reduced need for Landlord to provide remedial services, including language and speech therapy, to incoming kindergarten students.

F. Landlord is allowing Tenant to place a modular classroom on Landlord's real property. Nothing in this Lease gives Tenant or the federal government a permanent interest in Landlord's real property. At the termination of this Lease, Tenant shall remove the modular building and will have no further rights hereunder. Title to the real property remains vested in Landlord during and after the term of this Lease.

THEREFORE, inconsideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant enter into this Lease on the following terms and conditions:

1. LEASE OF PREMISES

1.1 **Incorporation of Recitals.** The "**Background**" recited above is incorporated into and constitutes part of this Lease.

1.2 **Lease.** Landlord hereby leases to Tenant, and Tenant Leases from Landlord, for the Term and on the terms and conditions set forth in this Lease, that parcel of real property in Maricopa County, Arizona described on **Exhibit B**, together with all other improvements located thereon and all rights and easements appurtenant thereto (the "**Premises**").

2. DISCLAIMERS

2.1 **Tenant's Investigations.** Tenant acknowledges that this Lease is entered into by Tenant in reliance upon its own investigations of all matters pertaining to the Premises, including, all physical, geotechnical, environmental, financial and legal matters.

2.2 **Title Matters.** This Lease is subject to all easements, covenants, restrictions, and other matters of record.

2.3 **As Is.** The lease of the Premises to Tenant is and will be on an "AS IS" basis without representations or warranties of any kind or nature, express, implied or otherwise, including any representation or warranty concerning the title to, or physical, environmental, financial or legal condition of, the Premises, or of any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Premises or any part thereof.

2.4 **No Improvement Obligations on the Part of Landlord.** Landlord shall have no obligation to make any improvements or alterations whatsoever to or for the benefit of the Premises.

2.5 **School Site.** Tenant acknowledges that Landlord has made no agreement or representation with respect to how, when, whether, or for what purpose the School Site may be used or redeveloped.

2.6 **Parties' Responsibility.** Both parties understand and acknowledge the covenant of good faith and fair dealing and agrees to disclose any fact concerning the Premises that can materially affect the Tenant's decision to occupy the premises or Landlord's decision to enter into this Lease.

3. TERM AND DELIVERY

3.1 **Term.** The term of this Lease is fifteen years, commencing upon the date hereof (the "**Commencement Date**"). Possession of the Premises is delivered to Tenant upon execution of this Lease by Landlord and Tenant.

3.2 **Option to Terminate.** If the School permanently closes, Tenant shall have the right to terminate this Lease by written notice to Landlord, subject to compliance with Tenant's obligations under Section 19.

4. USE OF PREMISES

4.1 **Permitted Uses.** Tenant shall use and occupy the Premises for early childhood education programs and a family support center and related programs, including Early Head Start and Head Start programs under applicable federal law, and for other purposes that are compatible with the operation of the School and are otherwise complementary with and supportive of the goals and purposes of Landlord as a public school district (collectively, the "**Permitted Uses**"). In no event shall the Permitted Uses include any use specifically prohibited by this Lease.

4.2 **Priority Placement.** Tenant shall reserve a minimum of 20 slots in the Program for children in the Glendale Elementary School District #40 who meet the eligibility requirements, with the intention to serve as many children from that district as possible. To the extent that there remains room in the program for children from outside that district, such children may also be enrolled.

4.3 **Prohibitions.** Tenant shall not cause or maintain any nuisance in or about the Premises and shall keep the Premises free of debris and conditions that pose safety risks to children or others. Tenant shall not engage in any activity that is incompatible with the operation of the School, that will compete with or supplant services provided by Landlord, or that will otherwise divert students and/or funding from Landlord. Landlord shall not interfere with the operation of the Permitted Uses on the Premises.

4.4 **Definition of Buildings and Improvements.** Buildings constructed on the Premises or on the School Site, including both the existing buildings and any replacements thereof, are referred to as "**Buildings**." The Buildings, together with landscaping, paved areas, and other improvements on the Premises or on the School Site, as applicable, are referred to as "**Improvements**."

4.5 **Compliance with Law.** Tenant shall comply with all statutes, laws, rules, orders, regulations, standards, ordinances, judgments, decrees and injunctions of federal, state and local governmental entities, if any, having jurisdiction, including without limitation the Head Start Act of 2007 (collectively, "**Applicable Law**") affecting the Premises or the design, construction, use, occupancy, repair, renovation, replacement or alteration of Buildings or other Improvements

thereon or businesses or activities conducted thereon, whether now or hereafter enacted and enforced. Tenant specifically agrees to comply with the fingerprinting requirements of Arizona Revised Statutes § 15-512(H) shall require its employees, and any contractor, subcontractor, vendor, or any employee of any contractor, subcontractor or vendor who is contracted to provide services on a regular basis at the Site to obtain a valid fingerprint clearance card pursuant to Arizona Revised Statutes § 41-1758 *et. seq.* If Improvements or alterations of any kind on the Premises, regardless of scope or nature, are necessary to comply with any requirements imposed by Applicable Law, Tenant shall be solely responsible for making the required improvements or alterations at its sole expense. Landlord shall comply with all Applicable Law affecting the School Site or the design, construction, use, occupancy, repair, renovation, replacement or alteration of Buildings or other Improvements thereon or businesses or activities conducted thereon, whether now or hereafter enacted and enforced.

4.6 Compliance with Environmental Laws. Without limiting the provisions of Section 4.5:

(a) Tenant with respect to the Premises and Landlord with respect to the School Site each shall comply with all federal, state, and local laws, rules, orders, regulations, policies and standards pertaining to health or the environment (“**Environmental Laws**”), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“**CERCLA**”) and the Resource Conservation and Recovery Act of 1987, as amended (“**RCRA**”);

(b) Neither Tenant nor Landlord shall dispose of nor permit or acquiesce in the disposal of any waste products (including, but not limited to, paints, solvents, or paint thinners) in or about the Site in violation of Environmental Laws;

(c) Each party shall promptly notify the other of any release of regulated substances in violation of Environmental Laws of which the notifying party becomes aware and of any notice from or correspondence with any agency administering Environmental Laws relating to the Site; and

(d) Tenant shall defend, indemnify and hold harmless Landlord and its governing board members, administrators, partners, officers, agents, employees, successors and assigns from all costs, claims, demands, and damages, including attorneys’ fees and court costs and investigatory and laboratory fees, related to any breach of Environmental Laws caused by Tenant during the Term of this Lease, excluding only any breach caused by Landlord. This indemnification obligation shall survive the termination or expiration of this Lease.

(e) Landlord shall be solely responsible for all costs, claims, demands, and damages, including attorneys’ fees and court costs and investigatory and laboratory fees, related to any breach of Environmental Laws occurring on School Site or caused by Landlord or existing on the Site prior to the Commencement Date, excluding only any breach caused by Tenant. Nothing in this Lease shall limit or modify Landlord’s rights and remedies against persons not parties to this Lease.

4.7 **Compliance with Federal Laws.** Tenant understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the Americans with Disabilities Act to it. Tenant agrees to comply with the all such laws in performing all activities undertaken under this Lease and agrees to permit Landlord to inspect its personnel records to verify such compliance. In addition to the foregoing, the parties shall sign an Addendum to Lease, in the form set forth in **Exhibit C** hereto, which includes the U.S. Federal Government requirements for the investment of funds by Tenant in the remodeling.

4.8 **Landscaping Restrictions.** Tenant shall not install or otherwise keep on the Premises any varieties of trees or other plants that are not “child-friendly” as determined by Landlord with reference to its own landscaping policies. By way of example, plants with thorns such as cactus, palo verde, agave, and cholla, poisonous plants such as oleander, and fruit-producing plants of any kind shall not be used unless specifically approved by Landlord. Landlord and Tenant shall cooperate in the development of a suitable landscaping plan.

4.9 **Utility Easements.** Landlord shall reasonably cooperate upon request with the granting of any utility easements that may be necessary for utility service to the Premises.

5. RENT AND OTHER PAYMENTS

5.1 **Base Rent:** Landlord acknowledges receipt from Tenant of the Base Rent for the entire Term in the amount of \$10.00. In the event of a termination of this Lease prior to the expiration of the full 15-year Term for any reason whatsoever, no part of the Base Rent shall be refundable.

5.2 Utilities and Taxes

(a) Tenant shall arrange and pay or cause to be paid when due all charges for water, sewer, electrical power, telecommunications, and other utilities provided to the Premises. Any utility deposits shall remain the property of Tenant. If, with Landlord’s reasonable consent, Tenant obtains its water supply by connection to Landlord’s water supply line, then Tenant shall cause its water consumption to be separately metered or sub-metered, and if Tenant’s water consumption is billed by the City of Glendale to Landlord, Tenant shall pay its share of such water charges based upon its usage as shown by the sub-meter. Landlord and Tenant shall establish reasonable procedures for reading such sub-meter, allocating charges on Landlord’s water bill, invoicing Tenant for its share, and timely payment of the amount invoiced. Notwithstanding the foregoing, so long as the School continues to be operated as a public school, charges for water used by Landlord to irrigate and maintain landscaping on the Premises pursuant to Section 6.2 shall be paid by Landlord without reimbursement from Tenant.

(b) Landlord and Tenant do not contemplate that the Premises, the Buildings, or Tenant’s business will ever be subject to property or other taxes. Nevertheless, if any such taxes shall ever be applicable, Tenant shall pay before delinquent:

(i) any general or special real property taxes or assessments or any other tax of any kind, including without limitation any supplemental taxes or assessments, that may be levied on or with respect to the Premises, Buildings, or this Lease during the Term;

(ii) all taxes levied or assessed upon, measured by, or arising from: (A) the conduct of Tenant's business; (B) Tenant's leasehold estate; (C) Tenant's property; and (D) any sublease of any part of the Premises or rental derived therefrom; and

(iii) all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by, any amount payable by Tenant under this Lease.

(c) Upon request from time to time, Tenant shall furnish to Landlord written evidence of payment of the foregoing items, if and to the extent applicable.

5.3 **Net Lease.** This Lease is intended to be a "net lease" pursuant to which Landlord is guaranteed receipt of the full Base Rent net of all costs of ownership or operation of the Premises, except as otherwise specifically provided in this Lease. Tenant shall bear all costs and expenses of ownership, operation, construction, financing, alteration, leasing, compliance with law, fines, penalties, taxes, utilities (subject to Section 5.2(a) above), insurance, bonding, and all other costs whatsoever related to the Premises, whether or not specifically described in other Sections of this Lease. Tenant acknowledges that but for Tenant's assumption of complete responsibility for costs as described above, Landlord would not enter into this Lease with Tenant.

6. MAINTENANCE

At all times during the Term, Tenant shall maintain the Premises and all Improvements on the Premises in good condition and repair, comparable to the good quality of appearance of the School Site maintained by the Landlord as of the date of this Lease, and Tenant shall make all replacements, including replacements of landscaping, as may be necessary to keep the Improvements on the Premises in such condition.

7. CONSTRUCTION

7.1 **Construction.** All initial construction and alterations to Buildings or other Improvements on the Premises or on the School Site and any restoration work following damage to Buildings or other Improvements (collectively, "**Construction**") shall be subject to the provisions of Sections 7.2, and 7.5.

7.2 **Site Plan.** The initial Buildings and other Improvements constructed on the Premises shall be substantially in accordance with a site plan approved in writing by Landlord.

7.3 **Commencement and Completion.** Once Construction is commenced, such Construction shall be pursued diligently to completion subject only to delays excused pursuant to Section 21.3. Prior to commencement of Construction by Tenant, Tenant shall provide to Landlord copies of all governmental permits or approvals related to the Construction.

7.4 **Intentionally Omitted.**

7.5 **Construction Requirements.** Tenant shall perform Construction on the Premises at its sole cost and expense, in a good workmanlike manner, and in compliance with Applicable

Law, including but not limited to the Arizona School District Procurement Code as codified in the Arizona State Board of Education Rules A.A.C. R7-2-1001 *et seq.*, 45 C.F.R. Part s75.326-335, or Catholic Charities Procurement Code, whichever is the strictest. Tenant's general contractor shall be licensed in Arizona. Tenant shall comply with Applicable Law with respect to dust control and storm water pollution protection. Tenant shall barricade all construction areas with a suitable fence while Construction is being performed and shall comply with such reasonable requirements as Landlord may impose with respect to construction traffic, daily clean-up of the construction site, and other matters reasonably required to avoid or to minimize adverse impacts on the operation of the School. Tenant shall require its general contractor and any subcontractors to remain within the barricaded construction areas and refrain from having contact with students when the students are present on the Site. Tenant also shall require its general contractor and any subcontractor, vendor, or any employee of its general contractor, subcontractor or vendor who is contracted to provide services on a regular basis at the Site to obtain a valid fingerprint clearance card pursuant to Arizona Revised Statutes § 41-1758 *et seq.* Tenant shall not permanently affix the modular unit to Landlord's real property.

7.6 School District's Liability. Unless otherwise agreed by Landlord, Tenant shall procure or cause its general contractor to procure payment and performance bonds with respect to all construction work to be performed on the Premises. Landlord shall be a co-obligee on the payment and performance bond or bonds. Tenant agrees to keep the title to the parcel of land in Maricopa County, Arizona described on **Exhibit A** (the "Site") and every part thereof free and clear of any lien or encumbrance in respect of such work, and shall indemnify and hold harmless Landlord against any claim, loss, cost, demand or legal or other expense, whether in respect of any lien or otherwise, arising out of the supply of material, services or labor for such work.

8. **PARKING**

Landlord shall provide sufficient parking facilities on the School Site to accommodate the normal daily parking needs of the School. Tenant shall provide sufficient parking facilities on the Premises to accommodate the normal parking daily needs of the operations of the Program on the Premises. Landlord shall use reasonable efforts to cause its employees and visitors to use the parking facilities on the School Site and Tenant shall use reasonable efforts to cause its employees and visitors to use the parking facilities on the Premises. Landlord shall allow parking facilities on the School Site to be used overflow parking associated with special events on the Premises, and Tenant shall allow parking facilities on the Premises to be used overflow parking associated with special events on the School Site. By way of example, parent-teacher conferences or band or other performances would constitute special events. Landlord and Tenant each shall give to the other advance notice of planned special events and shall use reasonable efforts to avoid the scheduling of special events by both parties at the same time.

9. **SIGN**

All signage installed or displayed by Tenant shall comply with Applicable Law. Subject to Landlord's reasonable approval as to size, design, and placement, Tenant shall install a marquee sign on the School Site for Tenant's signage. Tenant shall be responsible for all costs and expenses related to its signage, including, to the extent applicable, costs of permits, fabrication, design, installation, and maintenance.

10. ASSIGNMENT AND SUBLETTING

10.1 **Assignment.** Tenant may assign its interest under this Lease only to a Qualified Assignee. “**Qualified Assignee**” means an entity: (a) who is not the subject of bankruptcy, reorganization, or insolvency proceedings; (b) who does not possess any form of sovereign or diplomatic immunity, and (c) who has assumed in writing all of Tenant’s obligations under this Lease and the Amendment to Lease. Unless Tenant shall first have obtained Landlord’s consent, which may be withheld in Landlord’s sole discretion, Tenant shall not assign this Lease to any person except a Qualified Assignee. No assignment shall constitute an assignment of less than the assignor’s entire interest under this Lease. Any purported assignment in violation of this Section 10, including without limitation any assignment by operation of law or by judgment execution to a person who is not a Qualified Assignee shall be void or, at Landlord’s option, shall constitute an incurable default under this Lease. Notwithstanding the foregoing, Tenant shall be permitted to assign this Lease to an affiliate or other entity under common control (“Affiliate Assignment”). Tenant shall provide Landlord with thirty (30) prior written notice of any Affiliate Assignment.

10.2 **Environmental Site Assessment.** As a condition precedent to any assignment of this Lease to a Qualified Assignee or to any other person approved by Landlord, Tenant shall provide to Landlord an environmental site assessment that was issued within the previous sixty days, that was prepared in accordance with then-current ASTM standards and Applicable Law by a qualified environmental engineer licensed in Arizona, and that establishes to Landlord’s reasonable satisfaction that the Premises have not become contaminated in violation of Environmental Laws during the Term.

10.3 **Subleases.** Tenant may sublet or license portions of the Premises for purposes contemplated by Section 4.1, but shall not otherwise sublet or license any portion of the Premises without Landlord’s consent, which may be withheld in Landlord’s sole discretion. Upon request from time to time, Tenant shall provide to Landlord copies of all subleases and licenses affecting the Premises.

10.4 **Conditions of Release on Assignment.**

(a) No sublease shall release Tenant from primary liability for performance of all of Tenant’s obligations under this Lease.

(b) In the event of a permitted assignment of this Lease that occurs at a time when Buildings have been damaged by fire or other casualty and restoration work is required to be performed before such Buildings may be lawfully occupied (a “**Restoration Period**”), the assignor and the assignee shall remain, jointly and severally, fully liable for performance of this Lease, but upon completion of the restoration and the satisfaction of all claims, liens, expenses, and liabilities related to such restoration, as reasonably established to Landlord, the assignor shall be released from all liability and obligation under this Lease accruing from and after the date of the assignment. In the event of a permitted assignment of this Lease that does not occur during a

Restoration Period, the assignor shall be released from all liability and obligation under this Lease accruing from and after the date of the assignment.

10.5 Transfer by Landlord. Upon a sale or other transfer of Landlord's interest in the Premises, Landlord's interest in this Lease shall automatically be transferred to the transferee, the transferee shall automatically assume all of Landlord's obligations under this Lease, and Landlord shall be released of all obligations under this Lease. Tenant upon request shall attorn in writing to the transferee. Landlord acknowledges Tenant's mission and purpose of a nonprofit corporation. Thus, Landlord agrees to provide Tenant with notice of any sale or transfer of the Premises. Further, Tenant shall be permitted to terminate this Lease if new landlord's mission or purpose conflicts with Tenant's mission and purpose.

11. INTENTIONALLY OMITTED

12. INSURANCE AND INDEMNITY

12.1 Tenant's Insurance. Beginning on the Commencement Date and continuing thereafter throughout the Term, Tenant, at its expense, shall procure and maintain in full force and effect the following:

(a) Property insurance covering all the Buildings and other Improvements, including insurance against vandalism, malicious mischief and sprinkler leakage. Tenant's property insurance must (1) be written on the broadest available "Causes of Loss - Special Form" policy form or an equivalent form for no less than 100% of the full replacement cost of the covered property including all tenant improvements, and (2) be written in amounts of coverage that meet any coinsurance requirements of the policy or policies. Landlord and such other party or parties as Landlord requires must be identified as "insureds as their interests may appear" under Tenant's property insurance.

(b) Commercial general liability broad-form insurance written on an "occurrence" policy form and covering liability for death or bodily injury, personal injury (including, without limitation, advertising injury), and property damage, for any accident, mishap or casualty arising out of or relating, directly or indirectly, to the use or occupancy of the Premises. Such coverage shall include premises operations, products and completed operations. The policy shall be written on a comprehensive basis with limits as follows: \$2,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal and advertising injury liability, \$1,000,000 per occurrence, \$50,000 fire damage, and \$5,000 medical expenses, or as required by statute. All such liability insurance must include, but not be limited to, broad form property damage, and coverage for independent contractors. Tenant's liability insurance coverage under this Section 12.1(b) shall also include the broadest available form of contractual liability coverage for Tenant's indemnification obligations under this Lease;

(c) Workers' compensation as required by law and employer's liability insurance with limits of liability of not less than \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee, or as required by statute.

(d) Automobile liability insurance, including hired and non-owned vehicles, for limits of liability not less than \$1,000,000 combined single limit, as required by statute.

(e) Umbrella liability insurance with limits not less than \$5,000,000 per occurrence and annual aggregate, or as required by statute.

(f) If Tenant engages in construction, Tenant agrees to carry, or to cause its contractor and subcontractors to carry, policies of workers' compensation, comprehensive general liability or builder's risk insurance in forms and amounts reasonably required by Landlord.

12.2 General Provisions for Tenant's Insurance.

(a) The insurance obligations of Tenant set forth in this Section 12 are independent of Tenant's waivers, indemnifications or other obligations under this Lease and may not be construed or interpreted to restrict, limit or modify Tenant's waivers, indemnifications or other obligations or to limit Tenant's liability under this Lease.

(b) All insurance policies of Tenant must be issued by insurance companies acceptable to Landlord authorized to do business in the State of Arizona, and having an A.M. Best rating of not less than (A-VII).

(c) All liability policies shall: (i) name Landlord and such other party or parties as Landlord requires as additional insureds on ISO Form CG 20 26 as per carrier policy issuance ; (ii) as to the Premises, be noncontributing with, and apply only as primary and not as excess to, other insurance available to Landlord or Landlord's mortgagee, if any; and (iii) not be invalidated with respect to the interests of Landlord or of Landlord's mortgagee by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies.

(d) All insurance policies of Tenant must contain an undertaking by the insurers to notify Landlord and Landlord's mortgagee (if any), in writing, not less than thirty days (ten days in case of non-payment of premium) prior to any cancellation or termination thereof.

(e) Tenant agrees to deliver to Landlord on or before the Commencement Date and thereafter from time to time, such evidence that Tenant's insurance is in place and fully paid for in advance, as Landlord reasonably requires.

(f) No policy required to be maintained by Tenant under this Section 12 may have a deductible in excess of \$10,000, without Landlord's prior written consent.

(g) Landlord, by written notice to Tenant, may change required policy limits, effective as of the beginning of the next policy year, consistently with the then-current policies of the Glendale Elementary School District and then-prevailing commercial practices.

12.3 No Insurable Interest in Landlord's Insurance. No insurable interest is conferred upon Tenant under policies of insurance, if any, carried by Landlord.

12.4 Mutual Waiver of Subrogation. Tenant releases Landlord, Landlord's mortgagee, if any, and their respective governing board members, administrators, partners, agents, employees, and independent contractors and all persons and entities claiming through any of these persons or entities (collectively "**Landlord Group**"), and Landlord releases Tenant and Tenant's officers, directors, members, partners, agents, employees, lenders, and independent contractors and all

persons and entities claiming through any of these persons or entities (collectively “**Tenant Group**”), from liability for loss or damage to property arising out of or incident to any peril that is insured or that is required to be insured pursuant to this Lease. If such loss or damage to a party’s property occurs, such party agrees to look solely to its insurance for recovery. This release is applicable even if the loss or damage is caused by the fault or negligence of any member of Landlord Group or Tenant Group, as the case may be.

12.5 **Indemnity.** To the fullest extent permitted by law, each party shall defend, indemnify and hold the other party , if any (and their respective members, managing agents, officers, directors, employees, and agents) harmless, regardless of any negligence that may be imputed to such party, from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising directly or indirectly from or out of: (a) occurrence in, upon or at the Premises or the Site, but only to the extent such injury, damage, or loss is caused by such party, or (b) the occupancy or use of the Premises or the Site, or (c) any act or omission of a party , its sub-tenants, or their respective members, managing agents, agents, servants, employees or invitees.

13. FIRE AND CASUALTY

13.1 **Risk of Loss.** Tenant shall bear all risk of loss to Buildings or other Improvements on the Premises from fire, casualty, or any other cause whatsoever (a “**Casualty Loss**”). No loss, damage or destruction of Buildings or other Improvements shall entitle Tenant to terminate this Lease or to abate or reduce any amount payable under this Lease. Tenant waives any statutory or other rights of termination by reason of Casualty Loss, it being the intention of the parties to provide specifically and exclusively in this Section for the rights and obligations of the parties with respect to Casualty Loss

13.2 **Restoration or Removal.** As soon as practicable following a Casualty Loss to any Improvements on the Premises, Tenant shall commence either the repair and restoration of such damage or the demolition and removal of the damaged Buildings and Improvements, and in either case shall diligently pursue such work to completion. As soon as practicable following a Casualty Loss to any Buildings or other Improvements on the School Site, Landlord shall commence either the repair and restoration of such damage or the demolition and removal of the damaged Buildings and Improvements, and in either case shall diligently pursue such work to completion.

13.3 **Termination Option.** In the event of a fire or casualty that occurs during the final five years of the Term that would require the Buildings on the Premises to be substantially replaced or reconstructed, Tenant, at Tenant’s option, may terminate this Lease by written notice to Landlord subject to compliance with Sections 13.2 and 19.

14. CONDEMNATION

14.1 **Automatic Termination.** If during the Term all or substantially all of the Premises is permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking (collectively, a “**Taking**”) or if so much of the Premises is made subject to a Taking that what remains is not reasonably susceptible for use for the Permitted Uses, then this Lease shall terminate effective as of the date that the condemning

authority takes possession of the Premises. This Lease shall not otherwise terminate as a result of any Taking.

14.2 **Award.** The award with respect to the Premises shall be allocated between Landlord and Tenant in accordance with the values of their respective interests that were taken. Tenant shall have no interest in any award for a Taking of any portion of the School Site.

15. **BREACH, DEFAULT, AND REMEDIES**

15.1 **Default.** The following shall constitute “**Events of Default**”:

(a) A party fails to pay any amount due under this Lease within thirty days after notice of nonpayment; or

(b) A party fails to procure and maintain the insurance coverages required by this Lease within ten business days after written notice of such failure; or

(c) A party breaches any other obligation under this Lease and fails to cure the breach within ninety days after notice of nonperformance; provided, however, that if the breach is of such a nature that it cannot be cured within ninety days, no Event of Default shall be deemed to have occurred by reason of the breach if cure is commenced promptly and diligently pursued to completion.

15.2 **Remedies of Landlord.** At any time following the occurrence of an Event of Default by Tenant, Landlord without further notice or demand may exercise any one or more of the following remedies concurrently or in succession:

(a) Terminate this Lease and retake exclusive possession of the Premises, whereupon Tenant shall remove the modular from Landlord’s property; provided, however, that if Landlord has other adequate and effective remedies for a breach, such as self-help or full and actual payment of damages that make Landlord whole, then Landlord first shall resort to such other remedies, and only if they prove not to be adequate or effective shall Landlord exercise any remedy of termination. Termination and removal shall be invoked only as a last resort in situations where Landlord’s interests cannot otherwise be adequately protected;

(b) From time to time recover damages arising from Tenant’s breach of the Lease with interest thereon at a rate equal to the Prime Rate plus 3% per annum. “**Prime Rate**” means the Wall Street Journal Prime Rate as listed in the Eastern print edition of the Wall Street Journal.

(c) Recover all costs, expenses and attorneys’ fees incurred by Landlord in connection with enforcing this Lease, recovering possession, or collecting amounts owed;

(d) Perform the obligation on Tenant’s behalf and recover from Tenant, upon demand, the entire amount expended by Landlord plus 10% for special handling, supervision, and overhead; or

(e) Pursue other remedies available at law or in equity.

15.3 **Remedies of Tenant.** At any time following the occurrence of an Event of Default by Landlord, Tenant without further notice or demand may exercise any one or more of the following remedies concurrently or in succession:

(a) From time to time recover damages arising from Landlord's breach of the Lease, together with applicable late charges with interest thereon at a rate equal to the Prime Rate plus 3% per annum;

(b) Recover all costs, expenses and attorneys' fees incurred by Tenant in connection with enforcing this Lease or collecting amounts owed;

(c) Perform the obligation on Landlord's behalf and recover from Landlord, upon demand, the entire amount expended by Tenant plus 10% for special handling, supervision, and overhead; or

(d) Pursue other remedies available at law or in equity.

16. **NON-SUBORDINATION AND ATTORNMEN**

This Lease shall not be subordinate to any existing or future mortgages or deeds of trust hereafter encumbering Landlord's interest in the Premises. Upon any foreclosure, trustee's sale, or similar proceeding under any mortgage or deed of trust encumbering Landlord's interest in the Premises, the transferee shall acquire the Premises subject to this Lease, the transferee shall succeed to all of Landlord's interest hereunder, and Tenant shall automatically attorn to the transferee.

17. **ESTOPPEL CERTIFICATES**

Either party (a "**Certifying Party**"), at any time within ten days after request of the other party (the "**Requesting Party**") shall execute, acknowledge and deliver a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (b) confirming the commencement and expiration dates of the term; (c) acknowledging that there are not, to the knowledge of the Certifying Party, any uncured defaults on the part of the Requesting Party or specifying such defaults if any are claimed; and (d) confirming such other matters as to which the Requesting Party may reasonably request confirmation. Any such statement may be conclusively relied upon by a prospective purchaser or lender.

18. **QUIET ENJOYMENT**

If Tenant pays the rent and observes and performs the terms, covenants and conditions contained in this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord, or any other person lawfully claiming by, through or under Landlord unless otherwise permitted by the terms of this Lease.

19. **SURRENDER AND HOLDOVER**

19.1 **Surrender.** Upon the expiration or termination of this Lease:

(a) Tenant shall surrender the Premises and remove the modular Buildings and other Improvements then existing on the Premises and leave the Premises in a clean undamaged condition, reasonable wear and tear excepted; and

(b) Tenant shall cause the Premises and all other property surrendered to Landlord to be free of all subleases, mortgages, deeds of trust, security interests, mechanics' or materialmen's liens, judgments or other monetary encumbrances.

19.2 **Title to Buildings and Improvements.** Title to the Buildings and other Improvements on the Premises, but not the real property, is vested in Tenant, subject to the Federal Interest therein as set forth in this Lease. Tenant shall have the exclusive right to occupy, use, alter, and replace the Buildings and Improvements on the Premises during the Term, subject to the terms and conditions of this Lease.

20. NOTICES

All notices and demands shall be sent to the parties hereto at the address herein recited or to such addresses as the parties may hereafter designate in writing:

For Landlord: Mike Barragan, Assistant Superintendent
Glendale Elementary School District No. 40
7301 North 58th Avenue
Glendale, AZ 85301

or Tenant: Catholic Charities Community Services, Inc.
7400 West Olive Avenue, Suite 100
Peoria, AZ 85945
Attn: Executive Director

Notice and demands shall be delivered in person (including delivery by any overnight courier service pursuant to which delivery is acknowledged in writing upon receipt) or sent by certified or registered mail, return receipt requested. Service of any notice or demand shall be deemed completed seventy-two hours after deposit in the mail or on the date actually received, whichever occurs first.

21. GENERAL

21.1 **Severability; Priority.** If any term, covenant or condition of this Lease, or the application thereof, is to any extent held or rendered invalid, it shall be and is hereby deemed to be independent of the remainder of this Lease and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this Lease or any part thereof.

21.2 **No Waiver.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition contained in this Lease. No term, covenant or condition of this Lease shall be deemed to have been waived unless such waiver is in writing.

21.3 **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reasons of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, acts or omissions of the other party, or other reason whether of a like nature or not that is beyond the control of the party affected, financial inability excepted, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

21.4 **Recording.** This lease shall not be recorded; however, a memorandum of this Lease shall be recorded in the records of the Maricopa County Recorder, in the form attached hereto as **Exhibit D.**

21.5 **Successors.** Subject to the terms of this Lease, all rights and liabilities under this Lease extend to and bind the successors and assigns of Landlord and permitted successors and assigns of Tenant.

21.6 **Integration.** This Lease and the Amendment to Lease set forth on **Exhibit C** attached hereto, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the lease of the Premises and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them. No alteration, amendment or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Tenant and Landlord. This Lease and any subsequent alterations, amendments, or additions hereto shall not be effective unless and until executed by all Parties and approved by the Landlord's Governing Board at a properly noticed public meeting.

21.7 **Governing Law.** This Lease shall be construed in accordance with and governed by the laws of the State of Arizona.

21.8 **Deadlines Enforceable.** Time is of the essence of this Lease and of every part hereof.

21.9 **Right of Cancellation for Conflict of Interest.** All parties hereto acknowledge that this Lease is subject to cancellation pursuant to the provisions of § 38-511, Arizona Revised Statutes.

21.10 **Nonliability of Officials and Employees.** No governing board member, official, administrator, or employee of Landlord will be personally liable to Tenant, or any successor in interest, in the event of any default or breach by the Landlord or for any amount which may become due to Tenant, or any successor, or on any obligation under the terms of this Lease.

21.11 **No Agency Created.** Nothing contained in this Lease creates any partnership, joint venture or agency relationship between Landlord and Tenant. No term or provision of this Lease is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

21.12 Warranty Against Payment of Consideration. Tenant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Lease, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

21.13 Survival of Obligations. Any provisions of this Lease to the contrary notwithstanding, the expiration or termination of this Lease and/or Tenant's right of possession shall not relieve Tenant from any liability (i) accruing under this Lease prior to such termination or expiration, or (ii) under any indemnity provisions of this Lease as to matters occurring during the Term or arising in connection with Tenant's occupancy of the Premises.

21.14 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

21.15 Arm's Length Agreement. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Lease. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to effectuate the purpose and intent of the parties to this Lease.

21.16 No Third Party Benefit. The parties acknowledge and agree that the provisions of this Lease are for the sole benefit of Landlord and Tenant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

21.17 No Israel Boycott. The parties agree that they are not currently engaged in, and agree that for the duration of this Lease they will not engage in, a boycott of Israel, as that term is defined in A.R.S. Section 35-393. Notwithstanding the foregoing to the contrary, unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-CV-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the Landlord will take no action to enforce it.

21.18 Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument.

21.19 Mediation. Both the Landlord and the Tenant agree to mediate any dispute or claim arising out of or relating to this Agreement in accordance with the mediation procedures of the applicable state or as otherwise agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted to the Maricopa County Superior Court of Arizona, or appropriate federal court located in Arizona.

21.20 Access during Construction. Landlord agrees to provide the Tenant and the responsible HHS official or his/her designee to access the Premises, at all reasonable times, during construction and inspection.

21.21 Federal Interest. The value of the Federal Interest (pursuant to Exhibit C) in the Improvements shall equal the amount of the federal government's contribution to the improvements situated on the Premises.

21.22 Cure for any Default under the lease. Notwithstanding anything contained in this agreement, responsible HHS official has the right to cure any default under this agreement within the designated period to cure default

[SIGNATURE PAGES FOLLOW]

GROUND LEASE

between **GLENDALE ELEMENTARY SCHOOL DISTRICT #40**, a political subdivision of the State of Arizona and

CATHOLIC CHARITIES COMMUNITY SERVICES, INC., an Arizona nonprofit corporation

COUNTERPART SIGNATURE PAGE FOR CATHOLIC CHARITIES COMMUNITY SERVICES, INC.

TENANT:

CATHOLIC CHARITIES COMMUNITY SERVICES, INC., an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____
Date: _____, 2020

This Agreement was approved by the Governing Board of Catholic Charities Community Services, at a properly noticed meeting on _____, 2020.

Board Chairman, Governing Board

GROUND LEASE

between **GLENDALE ELEMENTARY SCHOOL DISTRICT #40**, a political subdivision of the State of Arizona

and **CATHOLIC CHARITIES COMMUNITY SERVICES, INC.**, an Arizona nonprofit corporation

**COUNTERPART SIGNATURE PAGE FOR
GLENDALE ELEMENTARY SCHOOL DISTRICT #40,**

LANDLORD:

**GLENDALE ELEMENTARY SCHOOL
DISTRICT #40**, a political subdivision of the State of Arizona

By: _____
Name: _____
Title: _____
Date: _____, 2020

This Agreement was approved by the Governing Board of Glendale Elementary School District # 40, at a properly noticed public meeting on _____, 2020.

Secretary, Governing Board

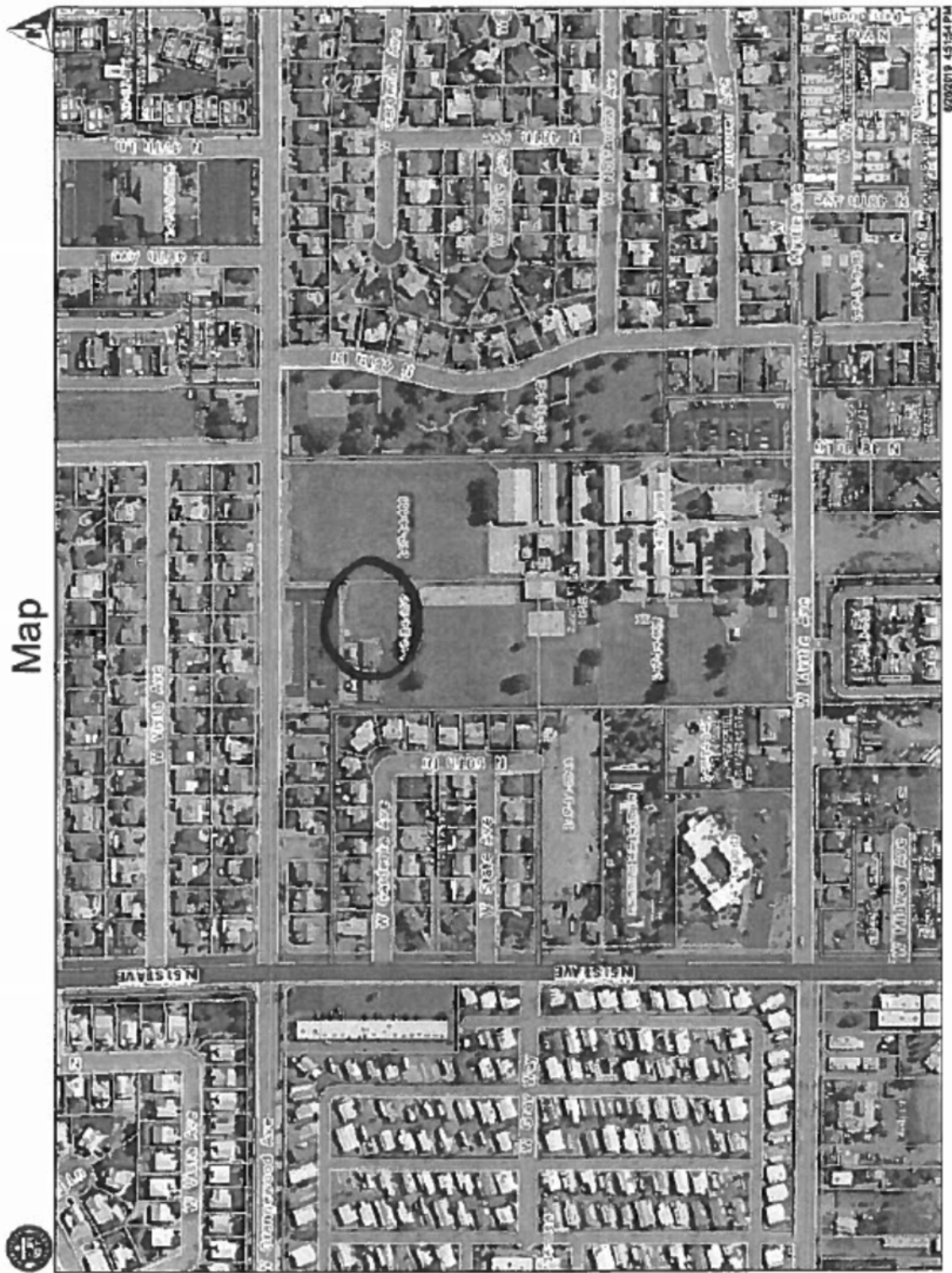
EXHIBIT A

Legal Description of School Site

Lots 5 through 8, inclusive, and that part of the South half of Lot 10, RANCHO DEL HIGO AMENDED, a subdivision recorded in Book 5 of Maps, Page 25, Maricopa County Recorder's Office, Phoenix, Arizona, described as follows:

BEGINNING at the Southwest corner of said Lot 10;
thence North 00° 48' 30" West (North 0° 45' West assumed bearing record) along the West line of said Lot 10, a distance of 312.44 feet to the Northwest corner of the South half of said Lot 10, said point also being the Southwest corner of Tract A, WEST PLAZA 27, a Subdivision recorded in Book 137 of Maps, Page 48, Maricopa County Recorder's Office;
thence North 89° 53' 16" East (South 89° 59' 20" East record) along the North line of said South half of said Lot 10, a distance of 140.32 feet (140.5 feet record) to the Northwest corner of Lot 17, NICOLET PLACE, a Subdivision recorded in Book 51 of Maps, Page 13 Maricopa County Recorder's Office;
thence South 01° 51' 03" East (South 1° 47' East record) along the West line of said NICOLET PLACE SUBDIVISION, a distance of 312.66 feet (312.58 feet record) to the Southeast corner of Lot 21 of said NICOLET PLACE SUBDIVISION and the South line of said Lot 10; thence South 89° 55' 38" West (West record) along said South line, a distance of 146.01 feet (146.01 feet record) to the TRUE POINT OF BEGINNING.

EXHIBIT B
Depiction of Premises



Map

EXHIBIT C
Form of Amendment to Lease

AMENDMENT TO LEASE

This Agreement, made this _ day of ____, 2020 by and among Catholic Charities Community Services, Inc. (CCCS), Head Start (HS)/Early Head Start (EHS) (Grantee) and Glendale Elementary School District No. 40 (Landlord), for the property at Lots 5 through 8, inclusive, and that part of the South half of Lot 10, RANCHO DEL HIGO AMENDED, and amends the lease between these parties entered into on _____, 2020 (the "Lease").

WHEREAS, Glendale Elementary School District is the owner of a parcel of land located at Lots 5 through 8, inclusive, and that part of the South half of Lot 10, RANCHO DEL HIGO AMENDED and identified in the Maricopa County land records.

WHEREAS, CCCS has agreed to lease a portion of the above described premises from Glendale Elementary School District (the "Leased Premises") for the purpose of operating a Head Start facility, and;

WHEREAS, CCCS is a grantee in the Federal Head Start Program ("Head Start") (see 42 U.S.C. 9831 et seq.; 45 CFR Parts 1301 et seq.) and;

WHEREAS, the Administration for Children and Families ("ACF"), a component of the United States Department of Health and Human Services ("HHS"), has approved an award of Head Start grant funds to CCCS which will be used to purchase a modular unit to be placed on the leased premises, and;

NOW, in consideration of the covenants contained herein, it is agreed that the Parties shall amend the Lease under the following terms and conditions:

1. Definitions: Under this Agreement, the following terms are defined as follows:
 - (a) Event of Default: The term "Event of Default" means an event of default under the Lease.
 - (b) Grantee: The term "Grantee" means Catholic Charities Community Services, Inc. (CCCS) Head Start (HS) and/or an interim grantee and/or a replacement grantee and their heirs, assignees, and successors under this Agreement and the Lease.
 - (c) Landlord: The term "Landlord" means Glendale Elementary School District and/or their heirs, assignees, and successors under this Agreement and the Lease.
 - (d) Interim Grantee: The term "Interim Grantee" has the same meaning as it is defined in 45 CFR 1303.2.

- (e) Replacement Grantee: The term "Replacement Grantee" refers to an entity designated by ACF to serve as the Head Start grantee subsequent to the end of the role of CCCS in that function.
- (f) Parties: The term "Parties" shall refer to CCCS and Glendale Elementary School District, and their respective heirs, successors, and assignees under this Agreement and the Lease.

2. Grantee's Obligations

- (a) The Grantee agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official.
- (b) The Grantee covenants and agrees to provide ACF with notice:
 - (1) Of any default by the Grantee under the Lease, on the date of the discovery of such default; and
 - (2) That the Landlord has notified the Grantee of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that the Grantee receives such notice from the Landlord.

3. Landlord's Promise to Notify ACF

The Landlord covenants and agrees to provide ACF with notice:

- (a) Of any default by the Grantee under the Lease, as soon as practicable after the day that the Landlord first knows of such default; and
- (b) That the Landlord intends to exercise its remedy of cancellation, termination, and/or any other remedy, on the day that Landlord notifies the Grantee that it intends to exercise such remedy or remedies, or if the Landlord does not notify the Grantee, on the day that the Landlord decides to exercise any such remedy or remedies.
- (c) That the Landlord intends to mortgage the Leased Premises, or that a lien or other encumbrance affecting title has been attached to the Leased Premises.

4. Addresses for Notification to ACF

Whenever notice to ACF is required under this Agreement, the Landlord and the Grantee promise to provide both telephonic and written notification (by registered mail, return receipt requested) to the following ACF offices, or to their successors:

- (a) The Office of the Regional Administrator
Administration for Children and Families
50 United Nations Plaza, Rm 473
San Francisco CA 94102
Telephone Number: 415-437-8481

- (b) Associate commissioner
The Office of the Commissioner
Administration for Children, Youth, and Families
330 C Street, SW
Washington, DC 20201
Telephone Number: 202-205-8347

- (c) Office of the General Counsel
US Department of Health and Human Services
722A Hubert H. Humphrey Building
220 Independence Ave, SW
Washington, DC 20201
Telephone Number: 202-690-7741

In addition, if one or more of the officers listed above has a change of name, address, and/or telephone number, the Grantee and the Landlord further covenant and agree to take all reasonable action necessary to discover and notify the appropriate government offices.

5. Contents of Notification to ACF

The Landlord and the Grantee covenant and agree to include the following information in the written notice to ACF whenever such notice is required under this Agreement:

- (a) The full names, addresses, and telephone numbers of the Landlord and the Grantee;

- (b) The following statement, prominently displayed at the top of the first page of the notice:

"The Federal Interest in certain real property or equipment used for the Head Start Program may be at risk. Immediately give this notice to the appropriate government official."

- (c) The date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice;

- (d) In the event that the Landlord will be exercising the remedy of cancellation, termination, and/or other remedies, the date or expected date of the cancellation and/or exercise of other remedies.

6. Grantee's Promise to Notify Landlord of Changes in ACF's Address

The Grantee covenants and agrees to give the Landlord written and telephonic notice of any change of name, address, and/or telephone number of an ACF office listed in Paragraph 4. If one or more of the ACF offices listed in Paragraph 4 stops operating, the Grantee covenants and agrees to give the Landlord written and telephonic notice of the name, address, and telephone number of the succeeding Federal office(s) to which notice must be given.

7. ACF's Rights in Event of the Grantee's Default

- (a) In the event a default occurs under the Lease, the parties agree that ACF may intervene when it deems a default to have occurred under the Lease, and which default requires ACF's intervention to avoid termination of the Lease by the Landlord, to ensure that the default is cured by the Grantee or another party designated by the responsible ACF official, and that the Landlord, or its assignee, shall accept the payment of money or performance of any obligation by ACF's designee for the Grantee, as if such payment of money or performance had been made by the Grantee.
- (b) Unless as otherwise specified in Paragraph 9 below, ACF shall have sixty (60) days from the date of receipt of notice of the default that has been served in full compliance with Paragraphs 3 through 5 above, in which to intervene to attempt to cure the default.
- (c) In the event that the Grantee defaults, is terminated, withdraws from the Head Start grant, or vacates the Lease before the end of the Lease term, ACF shall have the right to designate a replacement for the Grantee for the balance of the Lease term, subject to approval by the Landlord, which will not be withheld except for good reason as provided for in 45 CFR 1309.21.

8. Substitution by ACF Shall Not Constitute an Event of Default

Notwithstanding any other provisions of the Lease, the Parties agree that any substitution of grantees by ACF shall not constitute an event of default under the Lease. No substitution of an Interim or Replacement Grantee may be made until ACF has provided to Landlord the identity of the Interim or Replacement grantee, proof of its status to satisfy the standards of this Agreement, and such other information as required to permit Landlord to verify that the Interim or Replacement Grantee, and the programs to be conducted by it at the Leased Premises, conform to the standards required by this Agreement. Landlord shall not withhold consent to the Interim or Replacement Grantee if such entity and the programs to be conducted by it conform to the standards of this Agreement. The Parties further expressly covenant and agree that any such substitution by ACF made in accordance with this Agreement shall not trigger termination of the Lease or any other remedy under it.

9. Special Period for Curing Certain Non-Monetary Defaults

With respect to non-monetary defaults that cannot with due diligence be cured within sixty (60) days from the date of receipt of notice of default that has been served in full compliance with

Paragraphs 3 through 5 above, if ACF promptly acts to cure the default within the sixty (60) day period and thereafter continues to attempt to cure the default with due diligence, then ACF shall have the right to such additional time as may be reasonably necessary to finish curing the default.

10. Delay of Exercise of Remedies Pending Cure

In the event of a default under the Lease, Landlord agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect ownership or possession of the Leased Premises until after ACF has been properly served, in full compliance with Paragraphs 3 through 5 above, with notice of default and intent to exercise remedies, and one of the following events has occurred:

- (a) The responsible ACF official informs the Landlord in writing that ACF has decided not to cure the default; or
- (b) ACF fails to timely cure the default within the period of time set forth in this Agreement.

11. Federal Interest in the Property Leased

This Lease Amendment also serves to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the modular building described in this Lease Amendment ("the property") of the Federal government's beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. 9831 et seq., 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families ("HHS") has awarded grant funds to Catholic Charities Community Services, Inc. ("grantee"), an Arizona nonprofit corporation, including, but not limited to grant number 09CH010372 and expects to award further amounts in the future. The Federal Interest arises because CCCS has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property. The Lease does not create a Federal Interest in Landlord's real property.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. 9831 et seq., 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The modular building may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The grant conditions and requirements cannot be altered or nullified through a transfer of ownership of the modular building.

- Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, 50 United Nations Plaza, Rm 473, San Francisco CA 94102.

12. Binding on Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, but does not otherwise create, and shall not be constructed as creating, any rights enforceable by any person not to a party to this Agreement.

13. Assumption Agreement

Any Interim or Replacement Grantee must, as a precondition to its occupancy of the Leased Premises, execute an Assumption Agreement in the form annexed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to the authority duly given them.

CATHOLIC CHARITIES COMMUNITY SERVICES, INC.

By: _____
Paul Mulligan
Chief Executive Officer

Dated: this ___ day of _____, 20__

LANDLORD:

GLENDALE ELEMENTARY SCHOOL DISTRICT #40, a political subdivision of the State of Arizona

By: _____
Name: _____
Title: _____
Date: _____, 2020

This Agreement was approved by the Governing Board of Glendale Elementary School District # 40, at a properly noticed public meeting on _____, 2020.

Secretary, Governing Board

This Agreement was approved by the Governing Board of Catholic Charities Community Services, at a properly noticed meeting on _____, 2020.

Board Chairman, Governing Board

EXHIBIT D

When Recorded, Return To:

Mike Barragan, Assistant Superintendent
Glendale Elementary School District No. 40
7301 North 58th Avenue
Glendale, AZ 85301

MEMORANDUM OF LEASE

This Memorandum of Lease with option ("Memorandum") dated as of _____ is entered into between GLENDALE ELEMENTARY SCHOOL DISTRICT #40, a political subdivision of the State of Arizona ("Landlord") and CATHOLIC CHARITIES COMMUNITY SERVICES, INC., an Arizona nonprofit corporation ("Tenant") regarding a portion of the property, legally described on Exhibit A attached hereto.

The Lease is for a term of fifteen (15) years and will commence commencing upon the date hereof. Possession of the Premises is delivered to Tenant upon execution of this Lease by Landlord and Tenant. This Lease allows the Tenant to use and occupy the Premises for early childhood education programs and a family support center and related programs, including Early Head Start and Head Start programs under applicable federal law, and for other purposes that are compatible with the operation of the School and are otherwise complementary with and supportive of the goals and purposes of Landlord as a public school district. The value of the Federal Interest in Landlord's property shall equal the amount of the federal government's contribution to the modular building situated on the Premises. The Lease does not create a Federal Interest in Landlord's real property.

This memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Landlord: Glendale Elementary School District

By: _____
Printed Name: _____
Title: _____
Date: _____

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40, a political subdivision of the State of Arizona, on behalf of the District.

(Seal and Expiration Date)

Notary Public

Tenant: Catholic Charities Community Services, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of CATHOLIC CHARITIES COMMUNITY SERVICES, INC., an Arizona nonprofit corporation, on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

EXHIBIT A

Legal Description of School Site

Lots 5 through 8, inclusive, and that part of the South half of Lot 10, RANCHO DEL HIGO AMENDED, a subdivision recorded in Book 5 of Maps, Page 25, Maricopa County Recorder's Office, Phoenix, Arizona, described as follows:

BEGINNING at the Southwest corner of said Lot 10;
thence North 00° 48' 30" West (North 0° 45' West assumed bearing record) along the West line of said Lot 10, a distance of 312.44 feet to the Northwest corner of the South half of said Lot 10, said point also being the Southwest corner of Tract A, WEST PLAZA 27, a Subdivision recorded in Book 137 of Maps, Page 48, Maricopa County Recorder's Office;
thence North 89° 53' 16" East (South 89° 59' 20" East record) along the North line of said South half of said Lot 10, a distance of 140.32 feet (140.5 feet record) to the Northwest corner of Lot 17, NICOLET PLACE, a Subdivision recorded in Book 51 of Maps, Page 13 Maricopa County Recorder's Office;
thence South 01° 51' 03" East (South 1° 47' East record) along the West line of said NICOLET PLACE SUBDIVISION, a distance of 312.66 feet (312.58 feet record) to the Southeast corner of Lot 21 of said NICOLET PLACE SUBDIVISION and the South line of said Lot 10; thence South 89° 55' 38" West (West record) along said South line, a distance of 146.01 feet (146.01 feet record) to the TRUE POINT OF BEGINNING.

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 9.B. TOPIC: Maryland Unit 13 and Alice Unit 18 Farm Lease Agreements

SUBMITTED BY: Mr. Gregory Gilliam, Director of Maintenance and Operations

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent of Finance and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the Maryland Unit 13 and Alice Unit 18 Farm Lease Agreements as presented.

RATIONALE:

These are two farm leases with Arizona Hay Company, LLC, for two parcels of vacant land owned by the District. The term is from the date of approval until February 28, 2025, with one five-year renewal option. The Governing Board must approve the renewal. If the District determines that it wants to develop any part of either parcel, it must notify the farmer no later than January 1 of the year in which it wishes to terminate. Rent is \$1.00 per year. However, the farmer is responsible to maintain weed and dust control on the parcels, and to maintain the irrigation equipment and to file all water usage reports with the Arizona Department of Water Resources. The parcels are not currently being used by the District, and having the farmer take over the maintenance obligations will save the District a considerable amount of money each year.

ALICE FARM LEASE AGREEMENT

THIS ALICE FARM LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, 2020 ("Effective Date"), by and between GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40, a political subdivision of the State of Arizona (the "Lessor") and ARIZONA HAY COMPANY, LLC, an Arizona limited liability company (the "Lessee").

WITNESSETH:

In consideration of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby leases and permits the use to Lessee, and Lessee hereby leases from Lessor, upon the covenants and conditions hereinafter set forth, that certain real property located in Maricopa County, Arizona, which is described on Exhibit "A" attached hereto (the "Leased Premises").

2. Term. The Term of this Lease shall commence on the date set forth above and shall continue until the earlier of the date the Leased Premises are no longer able to be farmed due to development or February 28, 2025 (the "Initial Term"). Provided Lessor is not planning to develop or sell the Leased Premises at the end of the Initial Term, Lessee may extend the term for an additional five year, subject to Lessor's Governing Board approval of the extension (the "Extension Term") As portions of the Leased Premises are developed, the Lease Agreement shall be amended to reflect the deletion of the developed parcel from the Leased Premises. Notwithstanding the termination of a portion of the Lease due to development, Lessee shall be allowed to harvest any annual crops growing on the portion of the Leased Premises which is terminated.

3. Rent. Lessee agrees to pay Lessor annual rent of \$1.00. The annual rent shall be paid, in advance, on or before March 1 of each year. In addition, Lessee shall pay to Lessor an amount equal to all privilege, sales, license, use, excise or other taxes (excluding federal and state income taxes), if any, at any time imposed upon the rent payments herein provided, or measured by said rent payments, and payable to any federal, state, county, municipal or other governmental authority on account of this Lease or the rent paid hereunder. Such taxes shall be due simultaneously with the payment of the rent hereunder or, if such taxes are not known or assessed on the rental due date, within 10 days after the taxes are known or assessed.

4. Lessee's and Lessor's Obligations. Lessee and Lessor each agree that the following items relating to the Leased Premises and to the farming activities contemplated by this agreement shall become or remain the sole responsibility of the designated party or parties, and that these obligations shall be satisfied in the manner and according to the procedures set forth below:

(A) Lessee's Obligations:

(1) Lessee shall use the Leased Premises for the purpose of farming crops and for no other purpose without the prior written consent of Lessor.

(2) Lessee shall farm the Leased Premises and care for and cultivate any crops grown thereon in a good and farmerlike manner, and in accordance with the best standards of Maricopa County, Arizona, and keep the Leased Premises and the whole thereof, free and clear of weeds and noxious plants, and to comply with any dust control requirements, if any, including but not limited to areas of the Leased Premises where there are no crops.

(3) Lessee shall comply with and abide by all laws, regulations and/or ordinances enacted or promulgated by the United States Government or by the State of Arizona, or any municipality, or their agents, respecting or affecting the Leased Premises, including, without limitation, any such laws that are commonly known as environmental laws.

(4) Lessee's use of fertilizers, herbicides and other chemical products on the Leased Premises shall be in full compliance with applicable governmental laws, rules, regulations and/or orders. Lessee shall file when due all reports, documents, forms or other information required under applicable law or regulation to be filed with any governmental agency (including without limitation the Arizona Department of Agriculture) regarding Lessee's use of chemicals, fertilizers, or herbicides on the Leased Premises. Lessee shall also use care in the application, use of fertilizers, herbicides and other chemicals on the Leased Premises so as to avoid damage to, or discharge, leakage, spillage, emission or pollution on adjacent parcels of land owned or leased by third parties or by Lessor. Lessee agrees that the Leased Premises shall not be used for storage of fertilizers, pesticides, herbicides, or other such chemicals. Notwithstanding the foregoing, Lessee shall not apply any pesticides on the Leased Premises during the Term.

(5) Lessee shall comply with and abide by all of the provisions and regulations of any acreage control or similar crop support program enacted by the United States government and shall take all steps necessary to preserve the crop bases allotted to the Leased Premises by the Farm Service Agency.

(6) Upon the harvesting of any cotton planted by Lessee on the Leased Premises, if any, Lessee shall, at its sole cost and expense, cut and plow under the stalks and take all steps necessary to comply with then existing governmental regulations pertaining to pests.

(7) Lessee shall furnish at its own cost and expense, all capital, labor, tools, power, fuel, material, supplies, seeds, seedlings, fertilizer, machinery and equipment necessary or convenient in the farming of the Leased Premises.

(8) Lessee shall at all times during the term, and at Lessee's own cost and expense, maintain the Leased Premises and all improvements thereon in as good condition as at the beginning of Lessee's tenancy, or as later improved, normal wear and tear and depreciation from causes beyond Lessee's control excepted.

(9) Lessee, as a material part of the consideration for this Lease, hereby agrees to indemnify, defend and hold Lessor and the Lease Premises entirely free and harmless from and against all liability, responsibility and obligations for any loss, damage or injury to Lessor or the Leased Premises, or to any other person or property arising from Lessee's use of the Leased Premises or from the acts or omissions of Lessee or its agents, employees, invitees or contractors, or from any breach or default by Lessee under this Agreement, and from all damages, claims, losses, costs and expenses arising therefrom, including without limitation any attorneys' fees incurred by Lessor in defending against any such matter.

(10) Lessee shall carry comprehensive public liability insurance of not less than One Million Dollars (\$1,000,000.00), insuring against injury to persons or damages as the result of the farming of the Leased Premises, shall name the Lessor, as additional insureds. Lessee shall furnish Lessor with a copy of said policy and endorsement. The policy shall contain a provision that such insurance coverage may be canceled by the insurance company only upon 30 days' prior written notice to Lessor.

(11) Lessee shall use all irrigation facilities in compliance with all rules and regulations promulgated by the Arizona Department of Water Resources and any irrigation district(s) with authority over the Leased Premises.

(12) Lessee shall keep the improvements on the Leased Premises insured in amounts reasonably requested by Lessor against physical loss by fire and such other coverages as are covered by the extended coverage endorsement, and name the Lessor as an additional insured, and furnish Lessor with a copy of said endorsement.

(13) Lessee shall carry workmen's compensation on all employees of Lessee who are involved in the Lessee's farming or operation of the Leased Premises.

(14) Lessee shall not allow any liens to attach to or be filed against the Leased Premises as a result of the Lessee's farming or operation thereof, except for liens resulting from Lessee's crop financing. Any crop financing liens shall be limited to liens upon the crops and not upon the underlying real property or any beneficial interest therein.

(15) Lessee shall pay prior to delinquency all taxes levied or assessed upon Lessee's equipment or personal property located or used on the Leased Premises.

(16) Lessee shall pay all real property taxes and assessments, if any, on the Leased Premises.

(B) Lessor's Obligations:

(1) Lessor shall warrant and defend the Lessee's possession against any and all persons so long as this Lease remains in effect.

(2) Lessor shall subordinate its landlord's lien for the purpose of financing the production of the Leased Premises, in the amount of such production and harvesting costs.

(3) Except as expressly set forth in this **Section 4(B)**, Lessor makes no representation or warranty regarding the condition of the Leased Premises or its suitability for farming or other activity and Lessee agrees to accept the Leased Premises in "AS IS" "WHERE IS" condition, subject to all existing faults and conditions.

5. Irrigation and Delivery of Water.

(A) Lessee, at Lessee's sole cost and expense, shall have the right to use any water available or allocated to the Leased Premises for the term of this Lease for use on the Leased Premises, whether by well, irrigation district, gravity or flood water. Lessor makes no agreements, promises, representations or warranties, express or implied, regarding the present, continued or future availability, quantity or quality of surface or ground water at the Leased Premises for irrigation or any other purpose. Lessor shall be responsible for maintaining the water rights on the Leased Premises.

(B) Lessee shall pay all costs associated with the purchase and delivery of water to the Leased Premises, including, but not limited to, all power and utility charges. Lessee shall also be responsible for any security deposits required by electrical districts or utility companies. Lessee shall receive all interest earned by said deposits, and any refunds distributed by any electrical district, irrigation district, or utility company, even if the distribution of the refund occurs after the termination of the Lease. Lessee shall be entitled to the return of the security deposit and all accrued interest on termination or expiration of the Lease. Lessee shall maintain and repair ditches, pipes, discharge ports, headgates, drip irrigation facilities and culverts in the condition received, ordinary wear and tear excepted. Lessee shall file all required annual reports with the Arizona Department of Water Resources.

6. Notice of Development Schedule. Prior to January 1 of each year, Lessor shall notify Lessee of Lessor's intent to develop a portion of the Leased Premises during the following calendar year. Lessee shall plan its crop planting so as to minimize any delay in Lessor's schedule caused by the harvesting the crops.

7. Fixtures. If Lessee is not in default upon the termination of this Lease, Lessee may remove all trade fixtures (excluding well, irrigation and pump equipment) added to the Leased Premises by Lessee provided that such property is removed without substantial injury to the premises. No injury shall be considered substantial if it is promptly corrected by restoration to the

condition prior to the installation of such property. Any property not removed prior to the expiration of the Lease shall become the property of the Lessor.

8. Notices and Demands. Any and all notices, requests or demands given to or made upon the parties hereto, pursuant or in connection with this Lease, shall be deemed to have been given when delivered in person or two days after deposit thereof in the United States mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows on the date sent:

Lessor: Glendale Elementary School District No. 40
7301 N. 58th Avenue
Glendale, AZ 85301
Phone: (623) 237-7100
Attn: Mike Barragan

With a copy to: Gust Rosenfeld, PLC
One East Washington, Suite 1600
Phoenix, Arizona 85004
Attn: Jennifer MacLennan
Phone: (602) 257-7475
E-mail: macleNNan@gustlaw.com

Lessee: Arizona Hay Company, LLC
7942 West Bell Rd.
Suite C 5-455
Glendale, AZ 85308
Attn: Greg Rivera
Phone: (602) 625-6686
E-Mail: riverahay@gmail.com

With a copy to:

It is agreed that either party may hereinafter designate other addresses to which notice may be sent, upon written notice sent to the other at the address above designated, or subsequently designated in accordance herewith.

9. Assignment and Subletting. Lessee may not assign this Lease or sublet any portion of the Leased Premises without the prior written consent of Lessor, which may be given or withheld in Lessor's sole discretion. Any assignment or subletting shall not relieve Lessee of its obligations hereunder unless Lessor expressly releases Lessee in writing. Lessor may freely assign Lessor's rights and obligations under this Lease without Lessee's consent.

10. Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(A) Any failure by Lessee to pay, on or before the due date, any rent or other monetary sums required to be paid hereunder.

(B) The abandonment or vacation of the Leased Premises by Lessee.

(C) A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for 10 days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 10 day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion within 60 days.

(D) The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 30 days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days.

11. Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice and demand and without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(A) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the Leased Premises. In the event Lessor elects to not terminate the Lease, Lessor shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Leased Premises as Lessor deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessee taking possession of the Leased Premises. Notwithstanding that Lessor fails to terminate the Lease initially, Lessor at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Lessee.

(B) Terminate Lessee's right to possession by any lawful means, in which case this Lease shall terminate, and Lessee shall immediately surrender possession of the Leased Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages

incurred by Lessor by reason of Lessee's default, and seek all other remedies available at law or in equity.

12. Lessor's Right of Entry. Lessor shall have the right to enter upon the Leased Premises at all reasonable times for the purpose of inspection and of showing the Leased Premises to a prospective tenant or purchaser.

13. General Provisions.

A. Waivers. No waiver of any of the provisions of this Lease will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. Unless expressly provided for in this Lease, no waiver will be binding unless executed in writing by the party making the waiver. Any party may waive any provision of this Lease intended for its sole benefit; however, unless otherwise provided for herein, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Lease.

B. Construction, Governing Law and Venue. This Lease will be interpreted according to Arizona law, and will be construed as a whole and in accordance with its fair meaning and without regard to, or taking into account, any presumption or other rule of law requiring construction against the party preparing this Lease or any part hereof. Any dispute or controversy relating to this Lease, including the breach and enforcement thereof, will take place in the Superior Court of Maricopa County, Arizona.

C. Time. Time is strictly of the essence of each and every provision of this Lease.

D. Attorneys' Fees. If any action is brought by any party in respect to its rights under this Lease, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court, including attorneys' fees incurred prior to any court or enforcement action that relate to the enforcement hereof.

E. Binding Effect. This Lease and all instruments or documents entered into pursuant hereto are binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

F. Further Assurances and Documentation. Each party agrees in good faith to take such further actions and execute such further documents as may be necessary or appropriate to fully carry out the intent and purpose of this Lease.

G. Time Periods. If the time for the performance of any obligation under this Lease expires on a Saturday, Sunday or legal holiday, the time for performance will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

H. Headings. The headings of this Lease are for purposes of reference only and will not limit or define the meaning of any provision of this Lease.

I. Entire Agreement. This Lease, together with all exhibits referred to herein, which are incorporated herein and made a part hereof by this reference, constitute the entire agreement between the parties pertaining to the subject matter contained in this Lease. No supplement, modification or amendment of this Lease will be binding unless in writing and executed by the parties.

J. Counterparts. This Lease may be executed by the exchange of faxed or electronic signatures and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

K. No Partnership Intended. This agreement is a lease. Nothing in this agreement is intended to, or shall be construed to, create a partnership, joint venture, or other agency between the parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

LESSOR:

GLENDALE ELEMENTARY SCHOOL
DISTRICT NO. 40

By: _____
Name: _____
Title: _____

LESSEE:

ARIZONA HAY COMPANY, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO LEASE AGREEMENT]

EXHIBIT "A"

Legal Description

The North half of the Southwest quarter of the Northeast quarter, except the west 33 feet and the east 33 feet of Section 31, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian.

also known as Maricopa County Assessor Parcel No. 143-13-324.

MARYLAND FARM LEASE AGREEMENT

THIS MARYLAND FARM LEASE AGREEMENT (this "Lease") is made and entered into as of the ___ day of _____, 2020 ("Effective Date"), by and between GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40, a political subdivision of the State of Arizona (the "Lessor") and ARIZONA HAY COMPANY, LLC, an Arizona limited liability company (the "Lessee").

WITNESSETH:

In consideration of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby leases and permits the use to Lessee, and Lessee hereby leases from Lessor, upon the covenants and conditions hereinafter set forth, that certain real property located in Maricopa County, Arizona, which is described on Exhibit "A" attached hereto (the "Leased Premises").

2. Term. The Term of this Lease shall commence on the date set forth above and shall continue until the earlier of the date the Leased Premises are no longer able to be farmed due to development or February 28, 2025 (the "Initial Term"). Provided Lessor is not planning to develop or sell the Leased Premises at the end of the Initial Term, Lessee may extend the term for an additional five year, subject to Lessor's Governing Board approval of the extension (the "Extension Term") As portions of the Leased Premises are developed, the Lease Agreement shall be amended to reflect the deletion of the developed parcel from the Leased Premises. Notwithstanding the termination of a portion of the Lease due to development, Lessee shall be allowed to harvest any annual crops growing on the portion of the Leased Premises which is terminated.

3. Rent. Lessee agrees to pay Lessor annual rent of \$1.00. The annual rent shall be paid, in advance, on or before March 1 of each year. In addition, Lessee shall pay to Lessor an amount equal to all privilege, sales, license, use, excise or other taxes (excluding federal and state income taxes), if any, at any time imposed upon the rent payments herein provided, or measured by said rent payments, and payable to any federal, state, county, municipal or other governmental authority on account of this Lease or the rent paid hereunder. Such taxes shall be due simultaneously with the payment of the rent hereunder or, if such taxes are not known or assessed on the rental due date, within 10 days after the taxes are known or assessed.

4. Lessee's and Lessor's Obligations. Lessee and Lessor each agree that the following items relating to the Leased Premises and to the farming activities contemplated by this agreement shall become or remain the sole responsibility of the designated party or parties, and that these obligations shall be satisfied in the manner and according to the procedures set forth below:

(A) Lessee's Obligations:

(1) Lessee shall use the Leased Premises for the purpose of farming crops and for no other purpose without the prior written consent of Lessor.

(2) Lessee shall farm the Leased Premises and care for and cultivate any crops grown thereon in a good and farmerlike manner, and in accordance with the best standards of Maricopa County, Arizona, and keep the Leased Premises and the whole thereof, free and clear of weeds and noxious plants, and to comply with any dust control requirements, if any, including but not limited to areas of the Leased Premises where there are no crops.

(3) Lessee shall comply with and abide by all laws, regulations and/or ordinances enacted or promulgated by the United States Government or by the State of Arizona, or any municipality, or their agents, respecting or affecting the Leased Premises, including, without limitation, any such laws that are commonly known as environmental laws.

(4) Lessee's use of fertilizers, herbicides and other chemical products on the Leased Premises shall be in full compliance with applicable governmental laws, rules, regulations and/or orders. Lessee shall file when due all reports, documents, forms or other information required under applicable law or regulation to be filed with any governmental agency (including without limitation the Arizona Department of Agriculture) regarding Lessee's use of chemicals, fertilizers, or herbicides on the Leased Premises. Lessee shall also use care in the application, use of fertilizers, herbicides and other chemicals on the Leased Premises so as to avoid damage to, or discharge, leakage, spillage, emission or pollution on adjacent parcels of land owned or leased by third parties or by Lessor. Lessee agrees that the Leased Premises shall not be used for storage of fertilizers, pesticides, herbicides, or other such chemicals. Notwithstanding the foregoing, Lessee shall not apply any pesticides on the Leased Premises during the Term.

(5) Lessee shall comply with and abide by all of the provisions and regulations of any acreage control or similar crop support program enacted by the United States government and shall take all steps necessary to preserve the crop bases allotted to the Leased Premises by the Farm Service Agency.

(6) Upon the harvesting of any cotton planted by Lessee on the Leased Premises, if any, Lessee shall, at its sole cost and expense, cut and plow under the stalks and take all steps necessary to comply with then existing governmental regulations pertaining to pests.

(7) Lessee shall furnish at its own cost and expense, all capital, labor, tools, power, fuel, material, supplies, seeds, seedlings, fertilizer, machinery and equipment necessary or convenient in the farming of the Leased Premises.

(8) Lessee shall at all times during the term, and at Lessee's own cost and expense, maintain the Leased Premises and all improvements thereon in as good condition as at the beginning of Lessee's tenancy, or as later improved, normal wear and tear and depreciation from causes beyond Lessee's control excepted.

(9) Lessee, as a material part of the consideration for this Lease, hereby agrees to indemnify, defend and hold Lessor and the Lease Premises entirely free and harmless from and against all liability, responsibility and obligations for any loss, damage or injury to Lessor or the Leased Premises, or to any other person or property arising from Lessee's use of the Leased Premises or from the acts or omissions of Lessee or its agents, employees, invitees or contractors, or from any breach or default by Lessee under this Agreement, and from all damages, claims, losses, costs and expenses arising therefrom, including without limitation any attorneys' fees incurred by Lessor in defending against any such matter.

(10) Lessee shall carry comprehensive public liability insurance of not less than One Million Dollars (\$1,000,000.00), insuring against injury to persons or damages as the result of the farming of the Leased Premises, shall name the Lessor, as additional insureds. Lessee shall furnish Lessor with a copy of said policy and endorsement. The policy shall contain a provision that such insurance coverage may be canceled by the insurance company only upon 30 days' prior written notice to Lessor.

(11) Lessee shall use all irrigation facilities in compliance with all rules and regulations promulgated by the Arizona Department of Water Resources and any irrigation district(s) with authority over the Leased Premises.

(12) Lessee shall keep the improvements on the Leased Premises insured in amounts reasonably requested by Lessor against physical loss by fire and such other coverages as are covered by the extended coverage endorsement, and name the Lessor as an additional insured, and furnish Lessor with a copy of said endorsement.

(13) Lessee shall carry workmen's compensation on all employees of Lessee who are involved in the Lessee's farming or operation of the Leased Premises.

(14) Lessee shall not allow any liens to attach to or be filed against the Leased Premises as a result of the Lessee's farming or operation thereof, except for liens resulting from Lessee's crop financing. Any crop financing liens shall be limited to liens upon the crops and not upon the underlying real property or any beneficial interest therein.

(15) Lessee shall pay prior to delinquency all taxes levied or assessed upon Lessee's equipment or personal property located or used on the Leased Premises.

(16) Lessee shall pay all real property taxes and assessments, if any, on the Leased Premises.

(B) Lessor's Obligations:

(1) Lessor shall warrant and defend the Lessee's possession against any and all persons so long as this Lease remains in effect.

(2) Lessor shall subordinate its landlord's lien for the purpose of financing the production of the Leased Premises, in the amount of such production and harvesting costs.

(3) Except as expressly set forth in this **Section 4(B)**, Lessor makes no representation or warranty regarding the condition of the Leased Premises or its suitability for farming or other activity and Lessee agrees to accept the Leased Premises in "AS IS" "WHERE IS" condition, subject to all existing faults and conditions.

5. Irrigation and Delivery of Water.

(A) Lessee, at Lessee's sole cost and expense, shall have the right to use any water available or allocated to the Leased Premises for the term of this Lease for use on the Leased Premises, whether by well, irrigation district, gravity or flood water. Lessor makes no agreements, promises, representations or warranties, express or implied, regarding the present, continued or future availability, quantity or quality of surface or ground water at the Leased Premises for irrigation or any other purpose. Lessor shall be responsible for maintaining the water rights on the Leased Premises.

(B) Lessee shall pay all costs associated with the purchase and delivery of water to the Leased Premises, including, but not limited to, all power and utility charges. Lessee shall also be responsible for any security deposits required by electrical districts or utility companies. Lessee shall receive all interest earned by said deposits, and any refunds distributed by any electrical district, irrigation district, or utility company, even if the distribution of the refund occurs after the termination of the Lease. Lessee shall be entitled to the return of the security deposit and all accrued interest on termination or expiration of the Lease. Lessee shall maintain and repair ditches, pipes, discharge ports, headgates, drip irrigation facilities and culverts in the condition received, ordinary wear and tear excepted. Lessee shall file all required annual reports with the Arizona Department of Water Resources.

6. Notice of Development Schedule. Prior to January 1 of each year, Lessor shall notify Lessee of Lessor's intent to develop a portion of the Leased Premises during the following calendar year. Lessee shall plan its crop planting so as to minimize any delay in Lessor's schedule caused by the harvesting the crops.

7. Fixtures. If Lessee is not in default upon the termination of this Lease, Lessee may remove all trade fixtures (excluding well, irrigation and pump equipment) added to the Leased Premises by Lessee provided that such property is removed without substantial injury to the premises. No injury shall be considered substantial if it is promptly corrected by restoration to the

condition prior to the installation of such property. Any property not removed prior to the expiration of the Lease shall become the property of the Lessor.

8. Notices and Demands. Any and all notices, requests or demands given to or made upon the parties hereto, pursuant or in connection with this Lease, shall be deemed to have been given when delivered in person or two days after deposit thereof in the United States mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows on the date sent:

Lessor: Glendale Elementary School District No. 40
7301 N. 58th Avenue
Glendale, AZ 85301
Phone: (623) 237-7100
Attn: Mike Barragan

With a copy to: Gust Rosenfeld, PLC
One East Washington, Suite 1600
Phoenix, Arizona 85004
Attn: Jennifer MacLennan
Phone: (602) 257-7475
E-mail: macleNNan@gustlaw.com

Lessee: Arizona Hay Company, LLC
7942 West Bell Rd.
Suite C 5-455
Glendale, AZ 85308
Attn: Greg Rivera
Phone: (602) 625-6686
E-Mail: riverahay@gmail.com

With a copy to:

It is agreed that either party may hereinafter designate other addresses to which notice may be sent, upon written notice sent to the other at the address above designated, or subsequently designated in accordance herewith.

9. Assignment and Subletting. Lessee may not assign this Lease or sublet any portion of the Leased Premises without the prior written consent of Lessor, which may be given or withheld in Lessor's sole discretion. Any assignment or subletting shall not relieve Lessee of its obligations hereunder unless Lessor expressly releases Lessee in writing. Lessor may freely assign Lessor's rights and obligations under this Lease without Lessee's consent.

10. Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(A) Any failure by Lessee to pay, on or before the due date, any rent or other monetary sums required to be paid hereunder.

(B) The abandonment or vacation of the Leased Premises by Lessee.

(C) A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for 10 days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 10 day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion within 60 days.

(D) The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 30 days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days.

11. Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice and demand and without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(A) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the Leased Premises. In the event Lessor elects to not terminate the Lease, Lessor shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Leased Premises as Lessor deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessee taking possession of the Leased Premises. Notwithstanding that Lessor fails to terminate the Lease initially, Lessor at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Lessee.

(B) Terminate Lessee's right to possession by any lawful means, in which case this Lease shall terminate, and Lessee shall immediately surrender possession of the Leased Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages

incurred by Lessor by reason of Lessee's default, and seek all other remedies available at law or in equity.

12. Lessor's Right of Entry. Lessor shall have the right to enter upon the Leased Premises at all reasonable times for the purpose of inspection and of showing the Leased Premises to a prospective tenant or purchaser.

13. General Provisions.

A. Waivers. No waiver of any of the provisions of this Lease will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. Unless expressly provided for in this Lease, no waiver will be binding unless executed in writing by the party making the waiver. Any party may waive any provision of this Lease intended for its sole benefit; however, unless otherwise provided for herein, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Lease.

B. Construction, Governing Law and Venue. This Lease will be interpreted according to Arizona law, and will be construed as a whole and in accordance with its fair meaning and without regard to, or taking into account, any presumption or other rule of law requiring construction against the party preparing this Lease or any part hereof. Any dispute or controversy relating to this Lease, including the breach and enforcement thereof, will take place in the Superior Court of Maricopa County, Arizona.

C. Time. Time is strictly of the essence of each and every provision of this Lease.

D. Attorneys' Fees. If any action is brought by any party in respect to its rights under this Lease, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court, including attorneys' fees incurred prior to any court or enforcement action that relate to the enforcement hereof.

E. Binding Effect. This Lease and all instruments or documents entered into pursuant hereto are binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

F. Further Assurances and Documentation. Each party agrees in good faith to take such further actions and execute such further documents as may be necessary or appropriate to fully carry out the intent and purpose of this Lease.

G. Time Periods. If the time for the performance of any obligation under this Lease expires on a Saturday, Sunday or legal holiday, the time for performance will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

H. Headings. The headings of this Lease are for purposes of reference only and will not limit or define the meaning of any provision of this Lease.

I. Entire Agreement. This Lease, together with all exhibits referred to herein, which are incorporated herein and made a part hereof by this reference, constitute the entire agreement between the parties pertaining to the subject matter contained in this Lease. No supplement, modification or amendment of this Lease will be binding unless in writing and executed by the parties.

J. Counterparts. This Lease may be executed by the exchange of faxed or electronic signatures and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

K. No Partnership Intended. This agreement is a lease. Nothing in this agreement is intended to, or shall be construed to, create a partnership, joint venture, or other agency between the parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

LESSOR:

GLENDALE ELEMENTARY SCHOOL
DISTRICT NO. 40

By: _____
Name: _____
Title: _____

LESSEE:

ARIZONA HAY COMPANY, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO LEASE AGREEMENT]

EXHIBIT "A"

Legal Description

The parties reserve the right to revise this legal description at a later date.

That portion of the Southwest quarter of Section 11, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of the Southwest quarter of said Section 11;

thence South 01 degrees 01 minutes 32 seconds West along the East line of the Southwest quarter of said Section 11, a distance of 1288.57 feet;

thence North 89 degrees 52 minutes 44 seconds West (m), 89 degrees 18 minutes 30 seconds West (r), a distance of 653.45 feet (m), 653.47 feet (r);

thence North 00 degrees 58 minutes 35 seconds East, a distance of 501.11 feet along the East line of those certain properties described in 95-0084452, of Official Records and in 84-088086, of Official Records;

thence South 89 degrees 52 minutes 44 seconds East, a distance of 327.16 feet;

thence North 01 degrees 00 minutes 03 seconds East, a distance of 787.45 feet to a point on the North line of the Southwest quarter of said section 11;

thence South 89 degrees 52 minutes 44 seconds East along the North line of the Southwest quarter of said Section 11, a distance of 327.06 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom, the crosshatched property depicted on the next page:

[Sign In](#)
[HelpD - Applications](#)
[MapAssessor.maricopa.gov](#)
[ASIS.Gov](#)
[ASIS0 gplian sm...](#)
[enr/WEB Login Sh...](#)
[Google](#)
[Tm Map](#)
[Facebook](#)
[Web Help Desk](#)
[Western Water Rep...](#)
[Safeschools Traini...](#)
[Imported from 3](#)
[Event Notification E...](#)
[Virgin Blue - Home](#)

Parcel Viewer
11 of 21
102-06-430
Clear

Owner Information
 Owner Name: #40
 Property: GLENDALE ELEMENTARY SCHOOL DIST
 Address: 70911 125TH AVE GLENDALE AZ 85201
 Deed Number: 950200897
 Sale Date:
 Sale Price: \$

Property Information
 L: 33.333333 -112.29112
 S: 11.2011E
 Address: GLENDALE
 Zone: R2-4
 PUC: 9450
 Lot Size (sq ft): 583,155
 MCR #:

Valuation Information
 Tax Year: 2020 2019
 FV: 5795,500 3704,100
 CV: 5297,442 3296,145
 Legal Class: 2X 2X

Feature Information
 1
Zoom to Clear Selected



345 600 Practices Bannock
 Snooze for
 2:50 PM - 2:50 PM
 Snooze for
 5 minutes

Snooze
 Turn Off
 Done

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 9.C. TOPIC: Sunset Vista Utility Easement

SUBMITTED BY: Mr. Gregory Gilliam, Director of Maintenance and Operations

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent of Finance and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the Sunset Vista Utility Easement as presented.

RATIONALE:

This is an electrical easement granted to Salt River Project (SRP) to run electrical power to the Cell Tower being built by Vertical Bridge. The Cell Tower Easement to Vertical Bridge has previously been approved by the Governing Board.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350

P. O. Box 52025

Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 142-26-006H
SE ¼, SEC. 02, T02N, R01E

Agt. JAM
Job # LJ73447 / T3095252
W jam C JZ

**Glendale Elementary School District No. 40 of Maricopa County,
a political subdivision of the State of Arizona,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southeast quarter of Section 02, Township 02 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Instrument 2002-0322573 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (S ORANGEWOOD AND 77TH LANE, SRP Job No. T3095252), prepared by Salt River Project A.I. & Power District, dated 9-17-2018, said Exhibit "A" attached hereto and made a part hereof. Said easement ALSO to include the equipment pad area as described and/or depicted on said Exhibit "A".

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledge by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a grant, dedication, or conveyance for public use of the Easement Parcel. The rights herein created are private and for the benefit only of Grantor and Grantee and their successors and assigns.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **Glendale Elementary School District No. 40 of Maricopa County, a political subdivision of the State of Arizona**, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

**Glendale Elementary School District No. 40 of Maricopa County,
a political subdivision of the State of Arizona**

By _____

Its _____

By _____

Its _____

STATE OF _____)
) ss
 COUNTY OF _____)

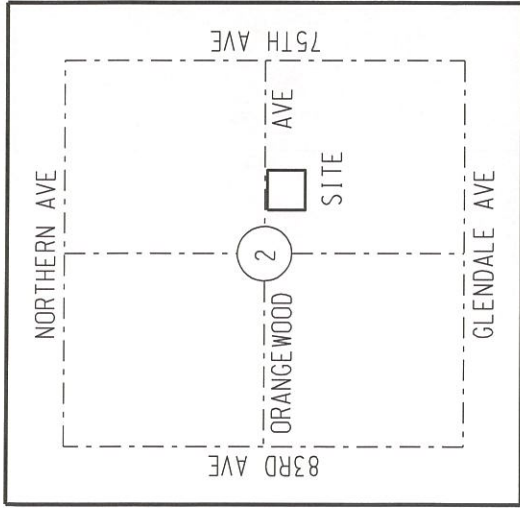
The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ and _____, as _____ and _____, respectively, of **Glendale Elementary School District No. 40 of Maricopa County, a political subdivision of the State of Arizona**, on behalf of such political subdivision.

 Notary Public

My Commission Expires:

 Notary Stamp/Seal

EXHIBIT "A"



VICINITY MAP (NTS)
T2N R1E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- - - CENTERLINE OF 8' EASEMENT
- - - EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED
- EXISTING EQUIPMENT PAD - 3.50' x 3.50' COVERED BY 8' SRP EASEMENT 2005-1361703 MCR

ABBREVIATION TABLE

- APN ASSESSOR'S PARCEL NUMBER
- BCHH BRASS CAP IN HAND HOLE
- EPAD ELECTRICAL EQUIPMENT PAD
- FD FOUND
- MCR MARICOPA COUNTY RECORDER
- LVI LAST VISUAL INSPECTION
- NTS NOT TO SCALE

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.
ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA

SALT RIVER PROJECT

AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER: 18-1212-NC SCALE: NTS

I.O. NUMBER: T3095252 SHEET: 1 OF 2

AGENT: MENDOZA *Zachary* SHEET SIZE: 8.5" x 11"

DRAWN: TODARO REVISION:

CHECKED BY: *Waltman* CREW CHIEF: MCCLURE

DATE: 9-17-18 FIELD DATE: 8-31-18



SURVEY DIVISION
LAND DEPARTMENT
S ORANGEWOOD AND
77TH LN
SE 1/4, SECTION 2
T.2 N., R.1 E
4.5 EAST - 11.5 NORTH

EXHIBIT "A"

C1/4 COR
SEC 2
T2N, R1E
FD COTTON
PICKER SPINDLE
LVI 7-6-09

40' RIGHT OF WAY
15-89 MCR

293.31'
N89°12'32"E

500°47'28"E
40.00' (TIE)

SEE DETAIL

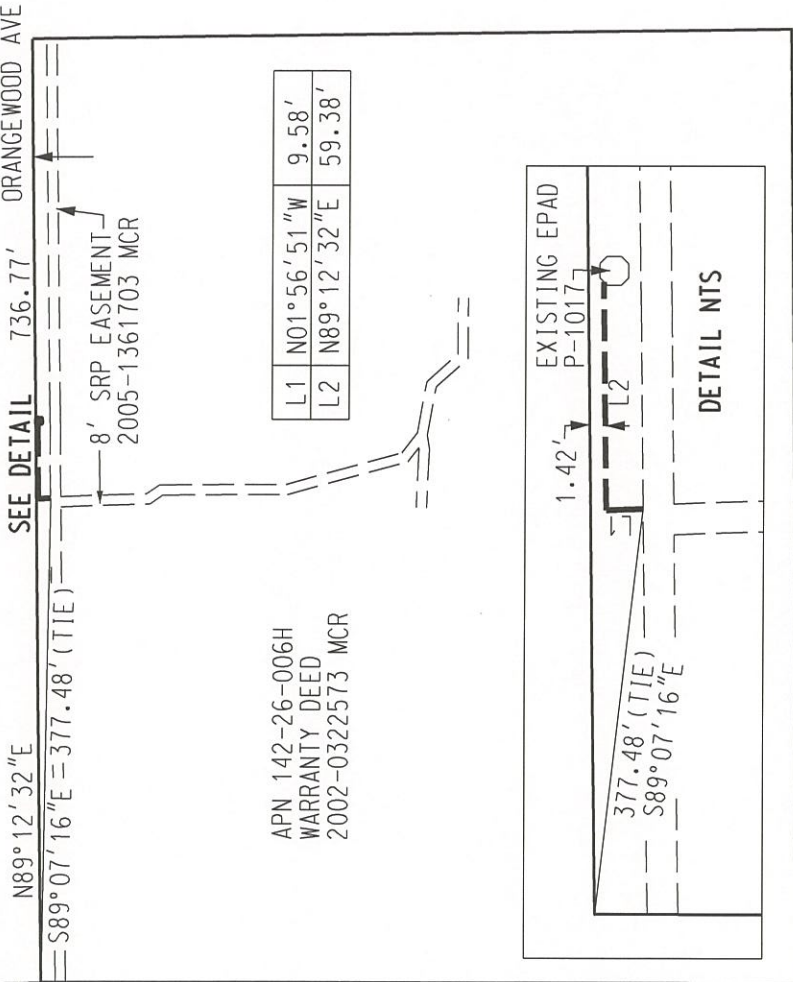
736.77' ORANGEWOOD AVE

8' SRP EASEMENT
2005-1361703 MCR

2646.04'
2352.73'

E1/4 COR
SEC 2
T2N, R1E
BCHH
LVI 7-19-12

BASIS OF BEARINGS



NORTH

SALT RIVER PROJECT	
AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: 18-1212-NC	SCALE: NTS
I.O. NUMBER: T3095252	SHEET: 2 OF 2
AGENT: MENDOZA <i>Zaragoza</i>	SHEET SIZE: 8.5" x 11"
DRAWN: TODARO	REVISION:
CHECKED BY: <i>Hartman</i>	CREW CHIEF: MCCLURE
DATE: 9-17-18	FIELD DATE: 8-31-18

 SURVEY DIVISION
LAND DEPARTMENT

S ORANGEWOOD AND
77TH LN
SE 1/4, SECTION 2
T.2 N., R.1 E
4.5 EAST - 11.5 NORTH

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 9.D. TOPIC: Coyote Ridge Cell Tower Option and Easement Agreement

SUBMITTED BY: Mr. Gregory Gilliam, Director of Maintenance and Operations

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent of Finance and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: April 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the Coyote Ridge Cell Tower Option and Easement Agreement as presented.

RATIONALE:

This agreement grants TowerCom VII-B, LLC, a one-year Option to explore the feasibility of building a cell tower at Coyote Ridge School. Thereafter, TowerCom can exercise an Easement to build the tower and utilities to the tower for a five-year term, with five (5) five-year automatic renewal terms. TowerCom may locate other carriers on the tower. Easement fees for the first five-year term are \$90,000, with half to be paid up front and the balance paid on a monthly basis. Easement fees increase by 12% for each five-year renewal term, and are to be paid in a similar manner. TowerCom must restore the location at the termination of the Easement.

Site Name: SRCoyote

**OPTION AND EASEMENT AGREEMENT
(FOR COMMUNICATIONS FACILITY)**

THIS OPTION AND EASEMENT AGREEMENT (the “Agreement”) is made effective as of _____, 2020 (the “Effective Date”), by and between Glendale Elementary School District No. 40, a political subdivision of the State of Arizona, having a mailing address of 7301 N. 58th Ave., Glendale, Arizona, 85301 (“District”), and TowerCom VII-B, LLC, a Delaware limited liability company, having a mailing address of 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266 (“Grantee”).

RECITALS

A. District is the owner of certain real property located in Maricopa County, Arizona, which property is more particularly described in **Exhibit A** attached hereto and incorporated herein (the “Property”). The Property is the site of Coyote Ridge Elementary School (the “School”), located at 7677 W. Bethany Home Rd. Glendale, AZ 85303 (the “School Site”); and

B. Grantee desires to investigate and possibly exercise an option to obtain an easement over and across portions of the Property for the construction, installation, operation, maintenance, repair, replacement and upgrade of a telecommunications facility, fixtures and related equipment, cabling, accessories, and improvements, which may include any suitable support structure, associated antennas, radios, equipment shelters or cabinets and fencing (collectively, the “Communications Facility”); and

C. District is willing to grant an option and, upon proper exercise of the option, an easement to Grantee upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and the mutual covenants set forth below, the parties hereto agree as follows:

1. Easement Option.

1.1 Grant of Option. District grants to Grantee an option (the “Easement Option”) to obtain the Easement defined in Section 2 below.

1.2 Site Review. During the Easement Initial Option Term (as defined in Section 1.3, below) and any extension thereof, and during the term of this Agreement, Grantee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property, to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Grantee’s sole discretion for its use of the Easement and include, without limitation, applications for zoning

variances, zoning ordinances, amendments, special use permits, and construction permits, initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Grantee, are necessary in Grantee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, District's title to the Property and the feasibility or suitability of the Property for Grantee's Permitted Use, all at Grantee's sole expense (collectively, "Due Diligence"). Grantee will not be liable to District or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Grantee's inspection. Grantee will restore the Property to its condition as it existed at the commencement of the Initial Option Term, reasonable wear and tear and casualty not caused by Grantee excepted. In addition, Grantee shall indemnify, defend and hold District harmless from and against any and all injury, loss, damage or claims arising directly out of Grantee's Due Diligence. Notwithstanding any other provision herein to the contrary, Grantee's indemnification shall survive termination of this Agreement.

1.3 Option Fees. In consideration of District granting Grantee the Easement Option, Grantee agrees to pay District the sum of \$1,000.00 within 30 business days of the Effective Date. The Easement Option will be for an initial term of one year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Grantee for an additional one year (the "Renewal Option Term") upon written notification to District and the payment of an additional \$1,000.00 no later than 10 days prior to the expiration date of the Initial Option Term.

1.4 Transfer during Option Period. The Easement Option may be sold, assigned or transferred at any time by Grantee to Grantee's parent company or member if Grantee is a limited liability company or any affiliate or subsidiary of, or partner in, Grantee or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Easement Option may not be sold, assigned or transferred without the written consent of District, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Easement Option has been sold, assigned or transferred by Grantee to a third party agreeing to be subject to the terms hereof, Grantee shall immediately be released from any and all liability under this Agreement, including the payment of any Easement Fees (as defined below) or other sums due, without any further action.

1.5 Exercise of Option. During the Initial Option Term and any extension thereof, Grantee may exercise the Easement Option by notifying District in writing. If Grantee exercises the Easement Option, then District grants the Easement to the Grantee subject to the terms and conditions of this Agreement. If Grantee does not exercise the Easement Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other except as specifically provided herein.

1.6 Option Period Restrictions. If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Easement Option is exercised, District decides to subdivide, sell or change the status of the zoning of the Property, as defined below, District shall immediately notify Grantee in writing. Any sale of the Property shall be subject to Grantee's rights under this Agreement. District agrees that during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Easement Option is exercised, District shall not initiate or consent to any change in the zoning of the Property or impose or consent to any other restriction

that would prevent or limit Grantee from using the Easement for the uses intended by Grantee as hereinafter set forth in this Agreement.

2. Grant of Easement.

2.1 Location. Upon the proper exercise of the Easement Option, District hereby grants to Grantee, and Grantee hereby accepts, an easement (the “Easement”) over, under and across the Property, as such Easement areas are legally described on **Exhibit B** and depicted on **Exhibit B-1** attached hereto for the premises (“Premises”) to be used by Grantee for the purposes set forth in Section 3 hereof and for the construction and operation of a Communications Facility, as defined in Section 9 below.

2.2 Utility Easements. Grantee shall have the right to install utilities for the use of its Communications Facility and District agrees, to the extent permitted by law, to execute any additional easement documents as may be reasonably required by any and all utility companies in connection with Grantee’s use of the Easement. A depiction of the easement areas for such utilities (“Utility Easements”) will be attached by the Parties hereto as **Exhibit C** following execution of this Agreement.

2.3 Non-exclusive Rights. District covenants that Grantee, upon paying the consideration and performing the covenants by it herein made, shall and may peacefully and quietly have, hold and enjoy the Easement; provided, however, that Grantee’s rights hereunder are non-exclusive, and District may enter into leases or grant easements on the School Site, excluding the Premises, for communications facility use or otherwise, so long as such other usage does not materially interfere with Grantee’s signal or other permitted uses of the Easement as described herein, with no reduction or return of the consideration or obligations of Grantee hereunder. District agrees to use its reasonable best efforts to give Grantee sixty (60) days prior notice of a proposed new use of the School Site by any third party, and to provide relevant information about the proposed new use so that Grantee can determine, in Grantee’s reasonable discretion, if any material harmful interference to Grantee’s use of the Easement will result from the proposed new use.

2.4 Grantee’s Access. Grantee shall have unrestricted access to the Premises and Communications Facilities and one parking space adjacent to the Premises 7 days a week, 24 hours per day; provided, however, that Grantee shall not have such unrestricted access to any structures of the School Site during times that children are on the School Site. Except in the case of an emergency, if access will be during times that children are on the School Site, Grantee shall give at least 12 hours’ notice of Grantee’s desire to access the structure. If advance notice cannot be given due to an emergency, Grantee shall give District notice of such entry within 24 hours after such entry. As used herein, “emergency” shall mean any event that requires that Grantee gain access to the Easement to: (i) ensure the ability of Grantee and its vendors, representatives and/or customers to immediately troubleshoot and/or remedy interrupted, lost, or poor quality service; or (ii) address any incident of fire, flood, weather, failure of power, public emergency, acts of God or other casualty affecting the Premises. Notice shall be provided under this paragraph to Greg Gilliam or his successor at the District, or Support Services Center, by calling the following number: (623) 237-6201. In all cases of entry, Grantee shall act to minimize disruption of any activities on the School Site during school hours. District shall maintain all access roadways from

the nearest public roadway to the Premises in a manner sufficient to permit pedestrian and vehicular access at all times under normal weather conditions and Grantee shall have the right to use such roadways to access the Premises. District shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Grantee's use of such roadways.

2.5 District's Access. All locks and keys for any enclosure, building, equipment or other improvements installed by Grantee on the Premises shall be furnished and installed by Grantee. Grantee shall give District a set of keys to all locks, except for the equipment cabinets, prior to the installation of the locks or any changes of the locks. District shall keep all keys to the locks at the Administrative Office. District shall not have the keys or access to any equipment cabinets within the Premises, except for two key District employees, to be identified by the District, to be used only in the event of an emergency. Other than this limitation, District shall have the right to enter upon or in the Premises at any time and for any purpose provided. District will take all reasonable action to prevent access to the Premises and improvements by unauthorized persons. Except for an emergency, District shall give Grantee 24 hours advanced notice of its intention to enter upon the Premises so that a representative of Grantee can accompany the representative of District. If advanced notice cannot be given because of an emergency, District shall give notice to Grantee of an entry within 24 hours after such entry. District shall be liable to Grantee for any damage caused by District during an entry by District.

2.5 Recording of Memorandum. This Agreement shall not be recorded, but the parties agree to execute and record a Memorandum of Agreement substantially in the form attached hereto as **Exhibit E**, attached hereto and incorporated by reference.

3. Uses of Easement.

3.1 Permitted Uses. Grantee may enter the School Site after the Effective Date of this Agreement to conduct said Due Diligence. Grantee shall use the Premises solely for the purpose of constructing, maintaining, installing, repairing, securing, replacing, upgrading, removing and operating the Communications Facility and uses incidental thereto. Grantee's use of the Premises shall not create any noise pollution or radio frequency interference. Specifically, Grantee shall install equipment of the type and frequency which will not cause measurable interference for District, other School users, or neighboring landowners.

3.2 Hazardous Substances. Grantee shall not, in violation of any applicable law, keep, store, sell or dispose of, on or about the Premises or the School Site, materials which are in any way explosive or hazardous. Grantee shall not erect any engine, motor or other machinery on the Premises, or use any gas, electricity, inflammable liquid or charcoal therein, without the prior written approval of District, which shall not be unreasonably delayed or withheld, but shall take into account that the Premises are located at a school. District hereby consents to such use by Grantee of electrical transformers, back up batteries and equipment as are customary and usual for a communications facility, unless they have been conclusively shown by the American Medical Association to be detrimental to human health.

4. **Term.** Subject to Section 6.1, the term of this Agreement (the “Initial Term”) shall be for five (5) years from the date Grantee exercises the Easement Option (the “Commencement Date”), subject to earlier termination as provided in Section 13. A renewal or extension of this Agreement, if any, shall occur only as provided in Section 5 hereof.

5. **Renewal Option and Term.** District hereby grants to Grantee an option (the “Renewal Option”) to renew and extend this Agreement and the Easement for five (5) additional consecutive five (5) year terms (each, a “Renewal Term”), provided that Grantee is not in material default under this Agreement beyond the expiration of all applicable notice and cure periods. Each Renewal Option shall be automatically exercised unless Grantee gives District written notice of its intention not to extend at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

6. **Consideration.**

6.1 **Payment.** In consideration of the rights granted to Grantee hereunder upon proper exercise of the Easement Option, Grantee shall pay to District during the Initial Term and subsequent Renewal Terms, if any, an easement fee consisting of a lump sum payment and monthly payments (the “Easement Fee”), as outlined in **Exhibit D** (the “Payment Schedule”), which shall be non-refundable. Grantee shall remit the first installment of the lump sum payment to District within 15 days following the Commencement Date with monthly payments due on the first day of each month thereafter. The lump sum payment for any Renewal Term shall be due and payable upon the first day of the Renewal Term with the monthly payment due on the first day of each month thereafter. The monthly payment of an Easement Fee for any fractional month at the beginning or end of the Initial Term or any Renewal Term shall be prorated. Easement Fees shall be payable to District at 7301 N. 58th Ave., Glendale, Arizona, 85301, Attn: Administrative Services.

6.2 **District’s Attorneys’ Fees.** In consideration of the legal costs incurred by District in entering into this Agreement, Grantee shall reimburse District for its reasonable legal fees and expenses incurred in connection therewith, a one-time fee not to exceed One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) in the aggregate, payable within thirty (30) days after demand therefor by District. District will provide Grantee with copies of the detailed billings District receives from its counsel.

6.3 **Net Payments.** District shall receive all payments provided for hereunder free and clear of any and all deductions, setoffs, impositions, taxes, liens, charges or expenses of any nature whatsoever.

6.4 **Delinquent Interest.** All late payments due to District from Grantee shall bear interest at the rate of one and one-half percent (1.5%) per month from the date due until payment is received by District.

7. **Utilities and Taxes.** All utilities utilized by Grantee in connection with the Easement shall be separately metered solely in Grantee’s name. Grantee shall be directly responsible for, and shall pay when due, all charges for utilities utilized by Grantee. Grantee shall pay when due any

taxes imposed upon District attributable to real property improvements or personal property installed by Grantee on District's property or to the use of such improvements and property.

8. Licenses and Permits. Grantee shall be responsible for obtaining all certificates, licenses, permits and other consents and approvals that may be required by any federal, state or local authorities for the construction of the Communications Facility, use of the Premises and the conduct of its business. District shall reasonably cooperate with Grantee, but at no expense to District, in Grantee's efforts to obtain such approvals.

9. Construction and Maintenance.

9.1 Installation of Improvements. Grantee may construct, maintain, install, repair, secure, upgrade, replace, remove and operate on the Premises its Communications Facility in the area as shown on **Exhibit B-1** attached hereto. The Communications Facility shall be constructed, maintained and operated at Grantee's expense. Upon the expiration or termination of this Agreement, for breach or otherwise, Grantee shall remove the Communications Facility in accordance with Section 13.4 of this Agreement. Excluding the Communications Facility, any other improvements and other property and materials installed at the Premises by Grantee shall (at District's option pursuant to Section 13.4 hereof) either be removed as part of the restoration of District's property, or they shall be owned by District free and clear, and surrendered with the Premises without any representation or warranty by Grantee.

9.2 Maintenance and Repairs. Grantee shall maintain the Communications Facility and all equipment installed by Grantee pursuant to this Agreement so as to be safe, clean, in good repair, and have a neat appearance. Grantee shall be responsible for all maintenance and repairs of the Communications Facility and the equipment installed by Grantee, at Grantee's sole expense. Grantee must comply with the notice provisions in Section 2.4 of this Agreement prior to accessing the Premises to perform maintenance and repairs of the Communications Facility. .

9.3 District's Approval. All improvements, modifications, repairs and maintenance shall be constructed, placed and made in a first-class workmanlike manner, in accordance with plans, specifications and schedules reviewed and approved in advance and in writing by District, and shall be coordinated with District and conducted so as not to create an unsafe, unsightly or dangerous condition, or unduly interfere with the conduct of any other activities at the School. District's approval of plans, specifications and schedules shall not be unreasonably delayed or withheld. District agrees that Grantee's use of electrical equipment, a monopole, antennas and related communications equipment customarily used by Grantee does not in itself constitute "an unsafe or dangerous condition" that would give District a right to withhold approval under the terms of this Section.

9.4 Final Approval. Upon completion of construction of the initial improvements, the Director of Facilities and Construction shall review the initial improvements. If they comply with the Site Plan, the District shall provide written approval to Grantee within 14 days of completion of construction.

9.5 Relocation of the Easement. If, during the Initial Term of this Agreement or any Renewal Term of this Agreement, the District determines in its sole discretion that it is necessary to use the area on which the Communications Facility is placed for other purposes, the District may relocate the Premises and the Communications Facility at the District's expense. While the Communications Facility is being relocated, Grantee shall have the right to install a temporary cell on wheels ("COW") at District's expense in a location acceptable to District and Grantee. In such event, the parties agree to execute the necessary documents to reflect the relocation of the Premises.

9.6 Construction Liens. Any worker, material or mechanic's lien filed against District's property, the School and/or the land upon which the School is located, for work claimed to have been done for, or materials claimed to have been furnished to Grantee, shall be discharged by Grantee, by bond or otherwise, within twenty (20) days after Grantee receives written notice of the filing thereof, at Grantee's sole cost and expense.

9.7 Personal Property. Grantee shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. District shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to the School Site or stored in or at the Premises. District shall assume no responsibility for losses suffered by Grantee, or its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property.

9.8 Exculpation. District shall not be liable to Grantee, and Grantee hereby waives any claim in connection with, or against any other persons whatsoever, for any damage occasioned by plumbing, gas, water, steam, sprinkler or other pipe or sewer system, or by the bursting, running, leaking of any tank, water stand, closet, waste or other pipes on District's property or at the School Site, or for any damage occasioned by water being upon or coming through the roof. District shall not be liable for, and Grantee hereby waives any claim in connection with, any failure to furnish or any interruption of water, gas, electricity, hot or cold air, or sewer system, caused by fire, theft, vandalism, accident, riots, strikes, wars, labor disputes, equipment breakdown, or other casualties, including acts of God, to all or any part of the Premises or the School Site, or the making of any repairs or improvements for causes beyond the control of District. Grantee recognizes that certain additions, replacements and repairs to the School Site may be made from time to time or at the direction of District, and agrees that such shall not entitle Grantee to any modification of the terms of this Agreement, or alter the obligations of Grantee hereunder; provided, however, that such additions, replacements or repairs to the School Site, when completed, shall not materially interfere with Grantee's signal or other permitted use of the Premises as described herein.

10. Indemnification. The following provisions of this Section 10 shall survive the expiration or termination of this Agreement, but only for those claims arising out of activities or incidents which occurred while this Agreement was in effect:

10.1 Environmental Matters. Grantee shall be solely responsible for and shall defend, indemnify and hold District, and its board members, officers, employees and agents, harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with removal, cleanup or restoration of the Premises or the

School Site caused by Grantee's introduction or use of Hazardous Materials (as defined below) on the Premises or the School Site. District shall be solely responsible for and shall defend, indemnify and hold Grantee, and its officers, employees and agents, harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with removal, cleanup or restoration of the Premises or the School Site with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced or used on the Premises or the School Site by Grantee. "Hazardous Materials" for purposes of this Section 10.1 shall mean asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

10.2 General. In addition to Grantee's obligations under Section 10.1, as to District, and its board members, agents, officers and employees, Grantee hereby waives claims for, and agrees to indemnify, defend and save each of them harmless from and against, any and all liability, loss, damage, cost or expense, including, without limitation, defense costs and reasonable attorneys' fees, and claims for damages of any nature whatsoever, including, without limitation, causes of action, suits, demands or judgments in connection with bodily injury, death, personal injury, property damage or contractual liability to the extent arising from or due to (i) any breach or default on the part of the Grantee in the performance of any covenant or agreement hereunder; (ii) any accident, injury to or death of any person, or damage to or loss of property, or any other thing occurring in, on or about the School Site or upon adjoining sidewalks, streets or ways, for which the legal cause is the installation of the Communications Facility, or the use and occupancy of the Premises by Grantee; (iii) any act or omission of Grantee or its officers, directors, partners, employees, agents, contractors, invitees or any person for whose conduct Grantee is legally responsible directly or indirectly; and (iv) any violation by Grantee of any laws affecting the School Site or any part thereof or the ownership, occupancy or use thereof; provided, however, Grantee shall not be liable to District for such claims or damages as may be due to or caused by the negligence or willful misconduct of District, or its board members, officers, employees or agents.

11. Insurance.

11.1 Grantee's Liability Insurance. Grantee shall provide and maintain in full force while this Agreement is in effect, commercial general public liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and excess liability (or "umbrella") insurance of at least Five Million Dollars (\$5,000,000), in each case with a company given an A.M. Best Rating of A-VII and authorized to do business in Arizona. All required insurance shall provide that insurers will endeavor to provide that District is to be given at least thirty (30) days' advance written notice of any cancellation, material adverse modification or termination of coverage; shall provide that such insurance shall not be reduced or eliminated because of any acts of Grantee or its officers, directors, partners, agents or employees; shall include District as an additional insured; and shall provide that such coverage shall be primary and not contributing with respect to any insurance maintained by District except in the case of District's negligence or willful misconduct. Any rights of District under such insurance shall not limit any rights District may have against Grantee under this Agreement. Grantee shall provide District with Certificates of Insurance. If

Grantee fails to maintain any required insurance, District may purchase it on Grantee's behalf, and Grantee shall upon demand immediately reimburse District for the reasonable cost thereof.

11.2 District's Liability Insurance. District shall provide and maintain in full force while this Agreement is in effect, commercial general public liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and excess liability (or "umbrella") insurance of at least Five Million Dollars (\$5,000,000), in each case with a company given an A.M. Best Rating of A-VII and authorized to do business in Arizona. District may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Grantee may require.

11.3 Personal Property Insurance. District assumes no responsibility for the equipment and other personal property of Grantee.

11.4 Release of Claims. District and Grantee hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the Premises, or covered by insurance in connection with personal property on, or activities conducted on, the Premises, regardless of the cause or the damage or loss; provided, however, that such release and discharge applies only to the extent that the injured party is compensated for its losses, claims and damages from the proceeds of such insurance.

11.5 Notice. Grantee shall immediately report to District any possible injury, loss or damage that Grantee would reasonably assume would be covered under standard insurance forms which may be covered by indemnification.

12. Transfer.

12.1 By Grantee. Grantee may not assign, mortgage or encumber any interest herein, without obtaining the prior written consent of District, which shall not be unreasonably withheld or delayed; provided, however, that Grantee must first give District written notice of the assignment together with evidence that the assignee is in compliance with the insurance requirements of Section 11.1 and is financially capable of assuming Grantee's liabilities and obligations hereunder (which shall be determined in the District's sole and absolute discretion). Further, as long as District is first given written notice of the assignment together with evidence that the assignee is in compliance with the insurance requirements of Section 11.1, and with respect to (i) and (iv) below, is financially capable of assuming Grantee's liabilities and obligations hereunder (which shall be determined in the District's sole and absolute discretion), Grantee may without District's consent assign, mortgage or encumber an interest herein to a parent, subsidiary or affiliate of Grantee's or Grantee's parent, or to any person or business entity which: (i) is authorized pursuant to an FCC license to operate a wireless communications business; (ii) is the successor or surviving entity resulting from a merger or other plan of reorganization with Grantee; (iii) acquires more than fifty percent (50%) of either an ownership interest in Grantee or the assets of Grantee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located; or (iv) whose primary business function is the management or operation of wireless communications real estate or leases. Upon such assignment, Grantee shall

be relieved of all liabilities and obligations hereunder and District shall look solely to the assignee for performance under this Agreement and all obligations hereunder provided

12.2 By District. District shall have the right to transfer its fee estate in the Property and in connection therewith assign its interests in this Agreement, in whole or in part, without limitation and without the consent of Grantee; provided, however, that any such transfer shall be subject to this Agreement. District shall promptly provide notice of such transfer and assignment to Grantee for payment of the Easement Fee. Upon any such conveyance, District shall automatically be relieved of any obligations under this Agreement other than those obligations which accrued prior to the date of such conveyance. District shall also have the right to mortgage, hypothecate or otherwise pledge its interest in the School and this Agreement to the extent permissible by law.

12.3 Subordination. At District's option, this Agreement shall be subordinate to any deed of trust or mortgage ("**Mortgage**") by District which from time to time may encumber all or part of the Premises; provided, however, every such Mortgage shall recognize, by providing a commercially reasonable subordination, nondisturbance and attornment agreement, the validity of this Agreement and Grantee's rights hereunder in the event of a foreclosure of District's interest as long as Grantee is not in default hereunder beyond the expiration of any applicable notice and cure period. Grantee shall execute whatever commercially reasonable instruments may reasonably be required to evidence this subordination clause.

12.4 Collocation. Grantee shall have the right to collocate other cell or other communications carriers within the Premises.

13. Termination.

13.1 Breach. District may terminate this Agreement upon any material breach hereof by Grantee which remains uncured for thirty (30) days after Grantee's receipt of written notice from District, unless cure of such breach shall be commenced and diligently pursued by Grantee within the thirty (30) day period and continued diligently until such cure is completed, but in no event to exceed a total cure period of ninety (90) days from the notice of default.

13.2 Voluntary Termination by Grantee. Grantee shall have the right to terminate this Agreement at any time without cause, upon written notice to District; provided, however, that any Easement Fees already paid by Grantee shall not be refunded to Grantee.

13.3 Conflict of Interest. Grantee acknowledges that District has the statutory right for three (3) years under A.R.S. § 38-511 to cancel this Agreement if, while this Agreement or any renewal is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of District is (i) an employee or agent of Grantee in any capacity, or (ii) a consultant to Grantee with respect to the subject matter of this Agreement.

13.4 Restoration. Upon the expiration or termination of this Agreement, for default or otherwise, Grantee shall: (i) within a reasonable period, not to exceed ninety (90) days, remove its electrical equipment and other personal property and fixtures (footings, foundation and concrete will be removed to a depth of two (2) feet below grade), and restore District's real property to its

17. **Covenants of Grantee.** Grantee hereby represents and covenants to District as follows:

17.1 **Good Standing.** Grantee is in full compliance with its organizational documents, qualified to do business in Arizona and in good standing under Arizona law.

17.2 **Authorization.** The execution, delivery and performance of this Agreement has been duly authorized by Grantee.

17.3 **Compliance with Law.** Grantee will conduct its business in full compliance with all applicable laws, regulations and ordinances, and shall permit all requested inspections by appropriate governmental authorities. Grantee and its employees and agents will at all times have all insurance, licenses and permits legally required for the conduct of its business.

18. **Governing Law.** This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by Arizona law. Any litigation relating to this Agreement shall be conducted in Maricopa County, Arizona, and Grantee hereby waives all questions of personal jurisdiction and consents to jurisdiction and venue in Maricopa County, Arizona for this purpose.

19. **Interpretation.**

19.1 **Approval.** Any approvals from District required or permitted under the terms of this Agreement must be in writing and signed on behalf of District by its Superintendent.

19.2 **Relationship of Parties.** The relationship of the parties hereto is solely that of District/grantee of an interest in real estate, and it is expressly understood and agreed that District does not in any way nor for any purpose become a partner of Grantee or a joint venturer with Grantee in the conduct of Grantee's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between District and Grantee.

19.3 **Entire Agreement.** This Agreement, and the Exhibits attached hereto, each of which is hereby expressly incorporated herein by this reference, contain all of the agreements, promises and understandings between the parties with respect to the subjects hereof, and supersede all prior negotiations and agreements.

19.4 **Amendment.** This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute the waiver of any other or subsequent breach.

19.5 **Headings.** Paragraph headings are for convenience and shall not affect interpretation.

19.6 **Number and Gender.** The terms of this Agreement shall apply to whatever number or gender is appropriate.

19.7 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.

19.8 Successors. This Agreement shall extend to and bind the permitted successors and assigns of the parties hereto.

19.9 Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Option and Easement Agreement as of the date specified above.

DISTRICT:

Glendale Elementary School District No. 40

By: _____

Name: _____

Title: _____

Taxpayer ID Number

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by ___
_____ who acknowledged himself/herself to be the _____
_____ of Glendale Elementary School District No. 40.

(Seal and Expiration Date)

Notary Public

GRANTEE:

TowerCom VII-B, LLC,
a Delaware limited liability company

By: _____
Mark D. Naftal
Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, 2020 before me, _____, a Notary Public, personally appeared **Mark Naftal**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(This area for official notarial seal)

EXHIBIT A
TO
OPTION AND EASEMENT AGREEMENT
(FOR COMMUNICATIONS FACILITY)

(Legal Description of Property)

The North half of the Northeast quarter of the Northeast quarter of Section 14, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 313.39 feet as measured along the North line of the Northeast quarter of said Section 14.

EXHIBIT B
TO
OPTION AND EASEMENT AGREEMENT
(FOR COMMUNICATIONS FACILITY)

(Legal Description of the Easements)

TOWER SITE

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, BEING AN ILLEGIBLE 2" BRASS CAP IN A WELL (FOUND) IN THE CENTERLINE INTERSECTION OF BETHANY HOME ROAD AND NORTH 75TH. AVENUE, FROM WHICH POINT BEARS NORTH 89°33'12" EAST, A DISTANCE OF 2,610.39 FEET FROM A 2.5" CITY OF GLENDALE BRASS CAP, BEING THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST; THENCE SOUTH 63°19'42" WEST, A DISTANCE OF 769.03 FEET TO THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA AND THE POINT OF BEGINNING;

BEARING SOUTH 00°22'17" EAST, A DISTANCE OF 37.33 FEET;
THENCE SOUTH 89°37'43" WEST, A DISTANCE OF 23.83 FEET;
THENCE NORTH 00°22'17" WEST, A DISTANCE OF 37.33 FEET;
THENCE NORTH 89°37'43" EAST, A DISTANCE OF 23.83 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 889.6± SQUARE FEET, OR 0.020 ACRES, MORE OR LESS.

ACCESS & UTILITY EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, BEING AN ILLEGIBLE 2" BRASS CAP IN A WELL (FOUND) IN THE CENTERLINE INTERSECTION OF BETHANY HOME ROAD AND NORTH 75TH. AVENUE, FROM WHICH POINT BEARS NORTH 89°33'12" EAST, A DISTANCE OF 2,610.39 FEET FROM A 2.5" CITY OF GLENDALE BRASS CAP, BEING THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST; THENCE WESTERLY ALONG THE CENTERLINE OF BETHANY HOME ROAD, NORTH 89°33'12" WEST, A DISTANCE OF 313.39 FEET TO A POINT; THENCE DEPARTING SAID CENTERLINE, SOUTH 00°07'12" WEST, A DISTANCE OF 55.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BETHANY HOME ROAD, AND THE NORTHEASTERLY CORNER OF THE PROPERTY CONVEYED TO GLENDALE ELEMENTARY SCHOOL DISTRICT #40 IN INSTRUMENT NO. 99-1029328; THENCE WESTERLY ALONG SAID LINE, NORTH 89°33'12" WEST, A DISTANCE OF 183.48 FEET TO THE POINT OF BEGINNING;

BEING A STRIP OF LAND 12 FEET IN WIDTH, 6 FEET TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, EXCEPT WHEREAS DESCRIBED FROM POINT "A";

BEARING SOUTH 00°26'48" EAST, PASSING OVER A POINT KNOWN AS POINT "A" AT A DISTANCE OF 2.50 FEET, AN OVERALL DISTANCE OF 73.46 FEET;
THENCE SOUTH 34°56'58" WEST, A DISTANCE OF 23.99 FEET;
THENCE SOUTH 89°37'43" WEST, A DISTANCE OF 167.94 FEET;
THENCE SOUTH 00°22'17" EAST, A DISTANCE OF 159.64 FEET;
THENCE SOUTH 12°4'11" WEST, A DISTANCE OF 20.24 FEET;
THENCE SOUTH 00°22'17" EAST, PARALLEL AND ADJACENT TO THE PROPOSED LEASE AREA, A DISTANCE OF 49.98 FEET TO THE PROJECTION OF THE SOUTHERLY LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION.

THENCE FROM POINT "A", A STRIP OF LAND 5.0 FEET IN WIDTH, 2.5 FEET TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEARING SOUTH 89°33'12" WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF TERMINATION.

CONTAINING APPROXIMATELY 5,993.0 SQUARE FEET, OR 0.137 ACRES, MORE OR LESS.

5' WIDE UTILITY EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, BEING AN ILLEGIBLE 2" BRASS CAP IN A WELL (FOUND) IN THE CENTERLINE INTERSECTION OF BETHANY HOME ROAD AND NORTH 75TH AVENUE, FROM WHICH POINT BEARS NORTH 89°33'12" EAST, A DISTANCE OF 2,610.39 FEET FROM A 2.5" CITY OF GLENDALE BRASS CAP, BEING THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST; THENCE SOUTH 74°53'30" WEST, A DISTANCE OF 772.58 FEET TO THE POINT OF BEGINNING;

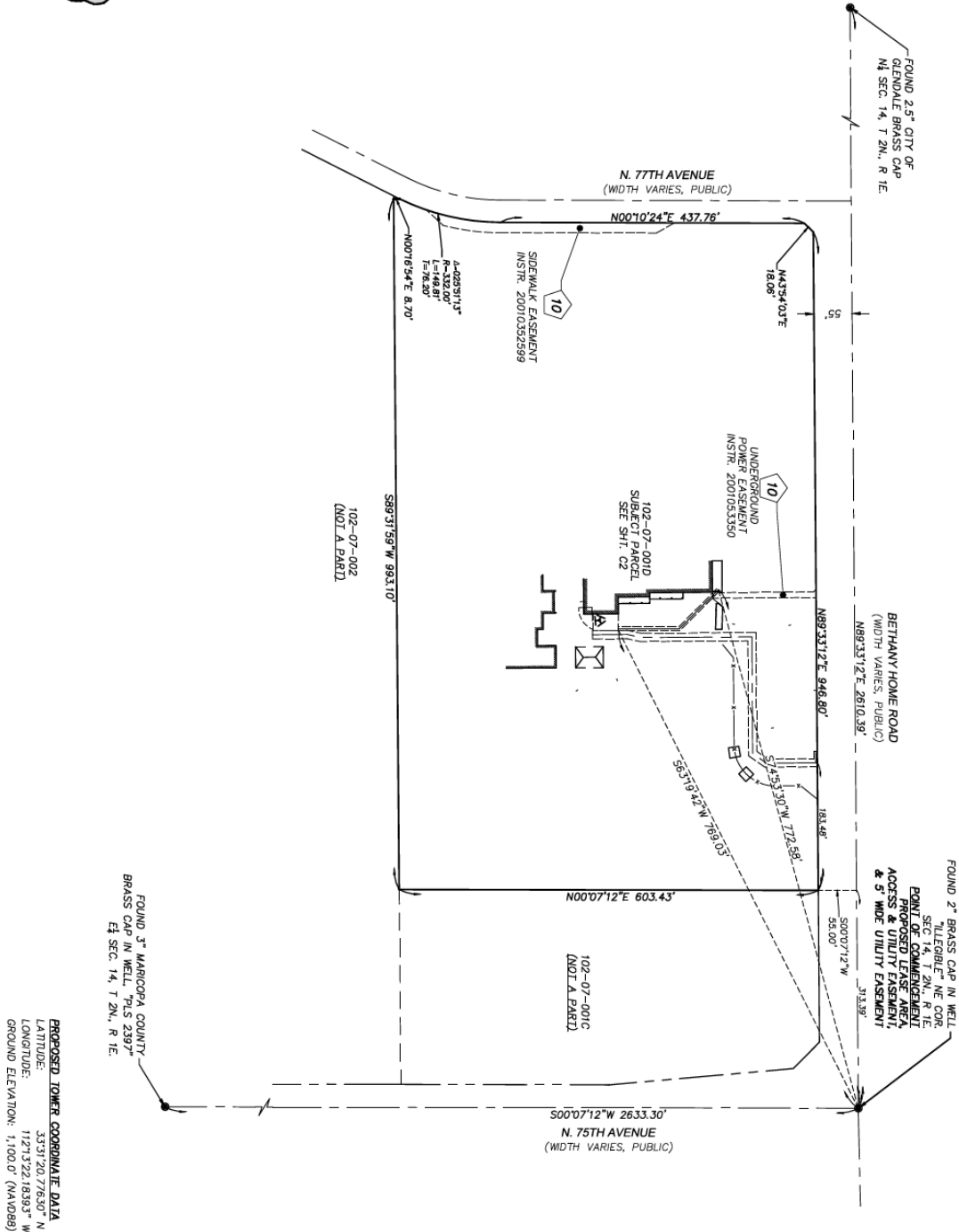
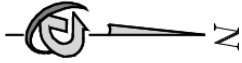
BEING A STRIP OF LAND 5 FEET IN WIDTH, 2.5 FEET TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEARING SOUTH 45°00'00" EAST, A DISTANCE OF 79.45 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 87.67 FEET TO THE NORTHERLY LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION.

CONTAINING APPROXIMATELY 835.6 SQUARE FEET, OR 0.019 ACRES, MORE OR LESS.

**EXHIBIT B-1
TO
OPTION AND EASEMENT AGREEMENT
(FOR COMMUNICATIONS FACILITY)**

(Depiction of the Premises)



3687739.5 2/19/2020
Site ID: PH30685A

EXHIBIT C
TO
OPTION AND EASEMENT AGREEMENT
(FOR COMMUNICATIONS FACILITY)

(Depiction of Utility Easements)

To be provided after construction.

EXHIBIT D
TO
OPTION AND EASEMENT AGREEMENT
(FOR COMMUNICATIONS FACILITY)

(Payment Schedule)

<u>Year of Term</u>	<u>Easement Fee</u>	<u>Lump Sum Payment</u>	<u>Monthly Payment</u>
1 - 5	\$90,000.00	\$45,000.00	\$750.00
6 - 10	\$100,800.00	\$50,400.00	\$840.00
11 - 15	\$112,900.00	\$56,450.00	\$940.83
16 - 20	\$126,500.00	\$63,250.00	\$1,054.17
21 - 25	\$141,600.00	\$70,800.00	\$1,180.00
26 - 30	\$158,600.00	\$79,300.00	\$1,321.67

EXHIBIT E
TO
OPTION AND EASEMENT AGREEMENT
(FOR COMMUNICATIONS FACILITY)

(Memorandum of Agreement)

See following page(s).

Prepared by and Return to:

Brian P. Cain, Esq.
Holt Ney Zatzoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

Site Name: SRCoyote

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on _____, 2020, by and between Glendale Elementary School District No. 40, a political subdivision of the State of Arizona, having a mailing address of 7301 N. 58th Ave., Glendale, Arizona, 85301 (“District”) and TowerCom VII-B, LLC, a Delaware limited liability company, having a mailing address of 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266 (“Grantee”).

1. District and Grantee entered into an Option and Easement Agreement (the “Agreement”) effective as of _____, 2020, for the purpose of undertaking certain investigations and tests and, upon finding the subject property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. The terms and conditions of the foregoing are set forth in the Agreement.
2. The term of Grantee’s Easement under the Agreement is for five (5) years commencing on the date Grantee begins construction of the improvements (the “Term Commencement Date”) and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive consecutive five (5) year options to renew.
3. The entirety of Grantor’s property is described on Exhibit 1, and the portion of Grantor’s property that is the subject of the Easement is described in Exhibit 2, each of which are attached hereto and incorporated herein by reference. The portion of the property subject to all necessary access and utility easements (the “Site Plan”) are set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date specified above.

DISTRICT:

GLENDALE ELEMENTARY SCHOOL
DISTRICT NO. 40

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by ___
_____ who acknowledged himself/herself to be the _____
_____ of Glendale Elementary Schools District No. 40, on behalf of the District.

(Seal and Expiration Date)

Notary Public

GRANTEE:

TOWERCOM VII-B, LLC,
a Delaware limited liability company

By: _____
Mark D. Naftal
Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, 2020 before me, _____, a Notary Public, personally appeared **Mark Naftal**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(This area for official notarial seal)

EXHIBIT 1
TO
MEMORANDUM OF AGREEMENT
(FOR COMMUNICATIONS FACILITY)

(Legal Description of Grantor's Property)

The North half of the Northeast quarter of the Northeast quarter of Section 14, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 313.39 feet as measured along the North line of the Northeast quarter of said Section 14.

EXHIBIT 2
TO
MEMORANDUM OF AGREEMENT
(FOR COMMUNICATIONS FACILITY)

(Legal Description of the Easement)

TOWER SITE

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, BEING AN ILLEGIBLE 2" BRASS CAP IN A WELL (FOUND) IN THE CENTERLINE INTERSECTION OF BETHANY HOME ROAD AND NORTH 75TH AVENUE, FROM WHICH POINT BEARS NORTH 89°33'12" EAST, A DISTANCE OF 2,610.39 FEET FROM A 2.5" CITY OF GLENDALE BRASS CAP, BEING THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST; THENCE SOUTH 63°19'42" WEST, A DISTANCE OF 769.03 FEET TO THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA AND THE POINT OF BEGINNING;

BEARING SOUTH 00°22'17" EAST, A DISTANCE OF 37.33 FEET;
THENCE SOUTH 89°37'43" WEST, A DISTANCE OF 23.83 FEET;
THENCE NORTH 00°22'17" WEST, A DISTANCE OF 37.33 FEET;
THENCE NORTH 89°37'43" EAST, A DISTANCE OF 23.83 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 889.6± SQUARE FEET, OR 0.020 ACRES, MORE OR LESS.

ACCESS & UTILITY EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, BEING AN ILLEGIBLE 2" BRASS CAP IN A WELL (FOUND) IN THE CENTERLINE INTERSECTION OF BETHANY HOME ROAD AND NORTH 75TH AVENUE, FROM WHICH POINT BEARS NORTH 89°33'12" EAST, A DISTANCE OF 2,610.39 FEET FROM A 2.5" CITY OF GLENDALE BRASS CAP, BEING THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST; THENCE WESTERLY ALONG THE CENTERLINE OF BETHANY HOME ROAD, NORTH 89°33'12" WEST, A DISTANCE OF 313.39 FEET TO A POINT; THENCE DEPARTING SAID CENTERLINE, SOUTH 00°07'12" WEST, A DISTANCE OF 55.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BETHANY HOME ROAD, AND THE NORTHEASTERLY CORNER OF THE PROPERTY CONVEYED TO GLENDALE ELEMENTARY SCHOOL DISTRICT #40 IN INSTRUMENT NO. 99-1029328; THENCE WESTERLY ALONG SAID LINE, NORTH 89°33'12" WEST, A DISTANCE OF 183.48 FEET TO THE POINT OF BEGINNING;

BEING A STRIP OF LAND 12 FEET IN WIDTH, 6 FEET TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, EXCEPT WHEREAS DESCRIBED FROM POINT "A";

BEARING SOUTH 00°26'48" EAST, PASSING OVER A POINT KNOWN AS POINT "A" AT A DISTANCE OF 2.50 FEET, AN OVERALL DISTANCE OF 73.46 FEET;
THENCE SOUTH 34°56'58" WEST, A DISTANCE OF 23.99 FEET;
THENCE SOUTH 89°37'43" WEST, A DISTANCE OF 167.94 FEET;
THENCE SOUTH 00°22'17" EAST, A DISTANCE OF 159.64 FEET;
THENCE SOUTH 12°4'11" WEST, A DISTANCE OF 20.24 FEET;
THENCE SOUTH 00°22'17" EAST, PARALLEL AND ADJACENT TO THE PROPOSED LEASE AREA, A DISTANCE OF 49.98 FEET TO THE PROJECTION OF THE SOUTHERLY LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION.

THENCE FROM POINT "A", A STRIP OF LAND 5.0 FEET IN WIDTH, 2.5 FEET TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEARING SOUTH 89°33'12" WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF TERMINATION.

CONTAINING APPROXIMATELY 5,993.0 SQUARE FEET, OR 0.137 ACRES, MORE OR LESS.

5' WIDE UTILITY EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, BEING AN ILLEGIBLE 2" BRASS CAP IN A WELL (FOUND) IN THE CENTERLINE INTERSECTION OF BETHANY HOME ROAD AND NORTH 75TH AVENUE, FROM WHICH POINT BEARS NORTH 89°33'12" EAST, A DISTANCE OF 2,610.39 FEET FROM A 2.5" CITY OF GLENDALE BRASS CAP, BEING THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST; THENCE SOUTH 74°53'30" WEST, A DISTANCE OF 772.58 FEET TO THE POINT OF BEGINNING;

BEING A STRIP OF LAND 5 FEET IN WIDTH, 2.5 FEET TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;
BEARING SOUTH 45°00'00" EAST, A DISTANCE OF 79.45 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 87.67 FEET TO THE NORTHERLY LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION.

CONTAINING APPROXIMATELY 835.6 SQUARE FEET, OR 0.019 ACRES, MORE OR LESS.