



Las Cruces  
Public Schools

# ADA Transition Plan



Final Report  
*December 2019*



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## 2.1.1 Overview of Current Educational Programs and Facilities

The district operates 24 elementary schools, one preK-8 school, eight middle schools, seven high schools, one alternative school, and several specialized programs. The district houses four state charter schools, maintains four athletic complexes and four administration sites, and owns several parcels of vacant land. In total, the district maintains 4,333,352 GSF of buildings, and 1,070.85 acres of land.

Current grade assignments for each school are:

### Elementary Schools

- Alameda ES - PreK-5
- Booker T. Washington ES - PreK-5
- Central ES - K-5
- Cesar Chavez ES - PreK-2
- Columbia ES - PreK-5
- Conlee ES - PreK-5
- Desert Hills ES - PreK-5
- Doña Ana ES - PreK-5
- East Picacho ES - PreK-5
- Fairacres ES - K-5
- Hermosa Heights - PreK-5
- Highland ES - PreK-5
- Hillrise ES - PreK-5
- Jornada ES - PreK-5
- Loma Heights ES - PreK-5
- MacArthur ES - PreK-5
- Mesilla ES - PreK-5
- Mesilla Park ES - PreK-5
- Monte Vista ES - PreK-5
- Sonoma ES - PreK-5
- Sunrise ES - 3-5
- Tombaugh ES - PreK-5
- University Hills ES - PreK-5
- Valley View ES - PreK-5
- White Sands School - PreK-8

### Middle Schools

- Camino Real MS - 6-8
- Lynn MS - 6-8
- Mesilla Valley Leadership Academy - 6-8
- Mesa MS - 6-8
- Picacho MS - 6-8
- Sierra MS - 6-8
- Vista MS - 6-8
- Zia MS - 6-8

### High Schools

- Arrowhead Park Early College - 9-12
- Arrowhead Park Medical Academy - 9-12
- Centennial HS - 9-12
- Las Cruces HS - 9-12
- Mayfield HS - 9-12
- Oñate HS - 9-12
- Rio Grande Preparatory Institute - 9-12

### Alternative School

- Crossroads - 6-12

### State Charter Schools

- Alma d'Arte Charter HS - 9-12
- J. Paul Taylor - K-8
- La Academia Dolores Huerta - 6-8
- Las Montañas HS - 9-12

### District Sport Complexes

- Baseball Complex
- Softball Complex
- Soccer Complex
- Sports Stadium

### Administration Sites

Administration and support buildings include the Central Offices, the Teaching and Learning Center, the PPD site and district warehouse, and LCPS Head Start Administration Complex.



## Sports Venues

### Sport Venue Drivers

- Sports are a high priority for the district and a tool for attracting and keeping students.
- District sports facilities are in good condition.
- The Las Cruces Fire Department uses the main parking lot for training.

### Baseball Complex

- ADA compliance, restroom upgrades

### Soccer Complex

- ADA compliance, accessible walkways and other upgrades

### Softball Complex

- Dugout upgrades
- ADA compliance, facility

### Sports Stadium

- Running track and foot field turf replacement
- ADA restroom upgrades
- Press box flooring replacement
- ADA compliance, signs

## Charter Schools

### Charter School Drivers

- All charters schools in the district are state charter schools.
- LCPS owns the facilities, but does not oversee the educational processes.
- Capital projects are facility maintenance, ADA and safety, and do not include any adequacy or educational upgrades.

### Alma d'Arte

- ADA compliance, exterior stairs and ramp, signs, protruding objects, science lab and restrooms

### J. Paul Taylor

- Plumbing study

### La Academia Dolores Huerta

- Fencing upgrades
- Site clean up
- 1950 shed demolition
- Restroom upgrade

### Las Montanas

- Drainage improvements
- ADA sidewalk installation
- Soffit refurbishment
- Roof replacement
- Plumbing study
- ADA Compliance, entrance and exit signs

## Administration

### Administration Drivers

- Health services administration is housed at the main offices. They lack adequate storage, a conference room and privacy.
- No centralized early childhood facilities, and no space provided for Child Find. Limited resources are provided at school sites, but are not consistent throughout the district. There is a lack of storage space and privacy, and the department is not located in one area for continuity. Lack testing spaces, a conference room, and child-size furniture.
- Nutrition offices are housed at Arrowhead Park facilities. Warehouse is at PPD and freezer facilities are too small for a district this size and lack required safety features.
- Title 1 offices are housed at the General Offices. Offices are crowded and lack privacy.
- The Physical Plant (PPD) offices, storage and shops are crowded, old and



Las Cruces Public Schools- Capital Plan

						Funding Tier					Capital Funding							
Project Number	Project Code		Project Name	Sub-Project Name	NMCI Rank 2019-20	Total Cost	Priority 1 (Year 1)	Priority 2 (2-3 Years)	Priority 3 (4-5 years)	Priority 4 (6-10 years)	Future	SB9	HB33 / Lease Payments	2018 GOB	2022 GOB	Total Funded CIP	LCPS Share (43%)	Potential PSCOC Share (57%)
501	Las Montanas Charter School (Lease)				640	\$1,950,879	\$19,718	\$1,170,212	\$0	\$387,597	\$373,352	\$0	\$0	\$0	\$1,170,212	\$0	\$838,878	\$1,112,001
1	501. 2001. 001.	004. 006. B05.	2. Drainage Improvements	Regrade, adj for work by hand		\$13,636		\$13,636							\$13,636	\$0	\$5,864	\$7,773
2	501. 2001. 002.	004. 006. B05.	2. Drainage Improvements	Install mow strip		\$3,555		\$3,555							\$3,555	\$0	\$1,529	\$2,026
3	501. 2001. 003.	004. 006. B05.	2. Drainage Improvements	Seal		\$3,746		\$3,746							\$3,746	\$0	\$1,611	\$2,135
4	501. 2002. 001.	004. 006. B03.	4. Parking Lot Renovation	Remove retaining wall		\$2,077				\$2,077						\$0	\$893	\$1,184
5	501. 2002. 002.	004. 006. B03.	4. Parking Lot Renovation	Replace retaining wall		\$102,112				\$102,112						\$0	\$43,908	\$58,204
6	501. 2002. 003.	004. 006. B03.	4. Parking Lot Renovation	Remove asphalt		\$82,156				\$82,156						\$0	\$35,327	\$46,829
7	501. 2002. 004.	004. 006. B03.	4. Parking Lot Renovation	Replace asphalt		\$193,361				\$193,361						\$0	\$83,145	\$110,216
8	501. 2002. 005.	004. 006. B03.	4. Parking Lot Renovation	Install wheel stops		\$4,895				\$4,895						\$0	\$2,105	\$2,790
9	501. 2002. 006.	004. 006. B03.	4. Parking Lot Renovation	Re-stripe		\$1,725				\$1,725						\$0	\$742	\$983
10	501. 2003. 001.	003. 006. A03.1	4. ADA Compliance: Parking Spaces	Restripe ADA spaces and install signs		\$1,270				\$1,270						\$0	\$546	\$724
11	501. 2004. 001.	004. 006. B02.	5. Landscaping Installation	Install landscaping and irrigation system, and for water supply to area		\$19,737					\$19,737					\$0	\$8,487	\$11,250
12	501. 2005. 001.	004. 006. D04.	5. Exterior Lighting Improvements	Install pole lights		\$19,996					\$19,996					\$0	\$8,598	\$11,398
13	501. 2006. 001.	004. 006. B01.	5. Dumpster Enclosure	Build an enclosure		\$16,881					\$16,881					\$0	\$7,259	\$9,622
14	501. 2007. 001.	003. 006. A03.1	2. ADA Compliance: Sidewalk Installation	Install sidewalk		\$7,776		\$7,776							\$7,776	\$0	\$3,344	\$4,432
15	501. 2008. 001.	004. 006. D06.	5. Site Fencing Installation	Install a fence		\$99,692					\$99,692					\$0	\$42,868	\$56,825
16	501. 2008. 002.	004. 006. D06.	5. Site Fencing Installation	Install personnel gates		\$3,399					\$3,399					\$0	\$1,462	\$1,937
17	501. 2008. 003.	004. 006. D06.	5. Site Fencing Installation	Install vehicle gates, manual		\$7,650					\$7,650					\$0	\$3,290	\$4,361
18	501. 2009. 001.	004. 005. C02.	2. Soffit Refurbishment	Remove damaged soffit finishes and substrate		\$10,994		\$10,994							\$10,994	\$0	\$4,728	\$6,267
19	501. 2009. 002.	004. 005. C02.	2. Soffit Refurbishment	Install new substrate		\$21,072		\$21,072							\$21,072	\$0	\$9,061	\$12,011
20	501. 2009. 003.	004. 005. C02.	2. Soffit Refurbishment	Re-stucco		\$13,808		\$13,808							\$13,808	\$0	\$5,937	\$7,871
21	501. 2010. 001.	004. 008. C05.	2. Roof Replacement	Remove screen		\$1,355		\$1,355							\$1,355	\$0	\$583	\$772
22	501. 2010. 002.	004. 008. C05.	2. Roof Replacement	Remove old roofing and legacy curbs		\$40,698		\$40,698							\$40,698	\$0	\$17,500	\$23,198
23	501. 2010. 003.	004. 008. C05.	2. Roof Replacement	Install tapered insulation		\$83,140		\$83,140							\$83,140	\$0	\$35,750	\$47,390
24	501. 2010. 004.	004. 008. C05.	2. Roof Replacement	Install TPO roofing		\$964,252		\$964,252							\$964,252	\$0	\$414,628	\$549,624
25	501. 2010. 006.	004. 008. C05.	2. Roof Replacement	Install safety posts		\$752		\$752							\$752	\$0	\$323	\$429
26	501. 2010. 007.	004. 008. C05.	2. Roof Replacement	Install guard rails		\$2,435		\$2,435							\$2,435	\$0	\$1,047	\$1,388
27	501. 2011. 001.	010. 004. C02.	5. Exterior Insulation	Install EIFS system		\$138,422					\$138,422					\$0	\$59,521	\$78,901
28	501. 2012. 001.	004. 005. D03.	5. Dock Storage Room Upgrades	Replace door		\$3,836					\$3,836					\$0	\$1,650	\$2,187
29	501. 2012. 002.	004. 005. D03.	5. Dock Storage Room Upgrades	Install fan		\$714					\$714					\$0	\$307	\$407
30	501. 2013. 001.	004. 013. D05.	1. Plumbing Study	Commission a plumbing study		\$7,768	\$7,768									\$0	\$3,340	\$4,427
31	501. 2013. 002.	004. 013. D05.	1. Plumbing Study	Allowance for repairs		\$11,950	\$11,950									\$0	\$5,139	\$6,812
32	501. 2014. 001.	004. 005. D06.	5. Security Upgrades	Install an intrusion alarm system		\$60,970					\$60,970					\$0	\$26,217	\$34,753
33	501. 2014. 002.	004. 005. D06.	5. Security Upgrades	Install speakers		\$2,054					\$2,054					\$0	\$883	\$1,171
34	501. 2015. 001.	003. 005. A03.3.	2. ADA Compliance: Entrance/Exit Signs	Install signs		\$2,994		\$2,994							\$2,994	\$0	\$1,287	\$1,706

Note: NR = Not Ranked and UC = Under Construction

	Total ES CIP Recommendations	Priority 1 (Year 1)	Priority 2 (2-3 Years)	Priority 3 (4-5 years)	Priority 4 (6-10 years)	Future	SB9	HB33 / Lease Payments	2018 GOB	2022 GOB	Total Funded CIP	LCPS	PSCOC
Totals	\$7,731,027	\$62,181	\$1,515,829	\$91,232	\$1,886,207	\$4,175,578	\$0	\$0	\$0	\$1,607,061	\$0	\$3,324,342	\$4,406,686



Las Cruces Public Schools Capital Plan Update - 2019-2024

						Funding Tier					Capital Funding							
Project Number	Project Code		Project Name		Sub-Project Name	Total Cost	Priority 1 (Year 1)	Priority 2 (2-3 Years)	Priority 3 (4-5 years)	Priority 4 (6-10 years)	Future	SB9	HB33 / Lease Payments	2018 GOB	2022 GOB	Potentially Funded CIP	LCPS Share (43%)	Potential PSCOC Share (57%)
502 Alma D'Arte Charter High School (Lease)						\$105,587	\$0	\$103,377	\$0	\$0	\$2,210	\$0	\$0	\$103,377	\$0	\$103,377	\$45,402	\$60,184
1	502. 2003. 001.	003. 006. A03.1.	2.	ADA-Compliance: Exterior Ramps and Stairs	Install new railings	\$7,778		\$7,778						\$7,778		\$7,778	\$3,344	\$4,433
2	502. 2003. 002.	003. 006. A03.1.	2.	ADA-Compliance: Exterior Ramps and Stairs	Install extensions	\$811		\$811						\$811		\$811	\$349	\$462
3	502. 2003. 003.	003. 006. A03.1.	2.	ADA-Compliance: Exterior Ramps and Stairs	Demolish stairs/loading dock	\$5,298		\$5,298						\$5,298		\$5,298	\$2,278	\$3,020
4	502. 2003. 004.	003. 006. A03.1.	2.	ADA-Compliance: Exterior Ramps and Stairs	Construct stairway / landing	\$7,191		\$7,191						\$7,191		\$7,191	\$3,092	\$4,099
5	502. 2003. 005.	003. 006. A03.1.	2.	ADA-Compliance: Exterior Ramps and Stairs	Construct new loading dock	\$68,669		\$68,669						\$68,669		\$68,669	\$29,528	\$39,141
6	502. 2003. 006.	003. 006. A03.1.	2.	ADA-Compliance: Exterior Ramps and Stairs	Replace pavement at Tech. Bldg	\$2,149		\$2,149						\$2,149		\$2,149	\$924	\$1,225
7	502. 2004. 001.	003. 006. A03.1.	5.	ADA-Compliance: Site	Install directional signage	\$1,363					\$1,363					\$586	\$777	
8	502. 2004. 002.	003. 006. A03.1.	5.	ADA-Compliance: Site	Stripe ADA parking spaces	\$847					\$847					\$364	\$483	
9	502. 2016. 001.	003. 000. A03.	5.	Alternate Solution: ADA Compliance: Portables	Pave pathway	\$0					\$0					\$0	\$0	\$0
10	502. 2016. 002.	003. 000. A03.	5.	Alternate Solution: ADA Compliance: Portables	Replace stairs	\$0					\$0					\$0	\$0	\$0
11	502. 2016. 003.	003. 000. A03.	5.	Alternate Solution: ADA Compliance: Portables	Install ramp	\$0					\$0					\$0	\$0	\$0
12	502. 2016. 004.	003. 000. A03.	5.	Alternate Solution: ADA Compliance: Portables	Install handrail	\$0					\$0					\$0	\$0	\$0
13	502. 2016. 005.	003. 000. A03.	5.	Alternate Solution: ADA Compliance: Portables	Replace door hardware	\$0					\$0					\$0	\$0	\$0
14	502. 2016. 006.	003. 000. A03.	5.	Alternate Solution: ADA Compliance: Portables	Install signage	\$0					\$0					\$0	\$0	\$0
15	502. 2017. 001.	003. 005. A03.3.	2.	ADA Compliance: Signage	Main Building - install signage	\$3,058		\$3,058						\$3,058		\$3,058	\$1,315	\$1,743
16	502. 2017. 002.	003. 005. A03.3.	2.	ADA Compliance: Signage	Technology Building - install signage	\$2,201		\$2,201						\$2,201		\$2,201	\$947	\$1,255
17	502. 2017. 003.	003. 005. A03.3.	2.	ADA Compliance: Signage	Science Building	\$489		\$489						\$489		\$489	\$210	\$279
18	502. 2018. 001.	003. 005. A03.3.	2.	ADA Compliance: Protruding Objects	Relocate fire extinguisher	\$174		\$174						\$174		\$174	\$75	\$99
19	502. 2018. 002.	003. 005. A03.3.	2.	ADA Compliance: Protruding Objects	Install sidewall protection	\$610		\$610						\$610		\$610	\$262	\$348
20	502. 2019. 001.	003. 005. A03.3.	2.	ADA Compliance: Science Lab	Modify casework	\$1,643		\$1,643						\$1,643		\$1,643	\$707	\$937
21	502. 2020. 001.	003. 005. A03.2.	2.	ADA Compliance: Restrooms	Relocate partition	\$652		\$652						\$652		\$652	\$280	\$371
22	502. 2020. 002.	003. 005. A03.2.	2.	ADA Compliance: Restrooms	Replace toilet	\$811		\$811						\$811		\$811	\$349	\$462
23	502. 2020. 003.	003. 005. A03.2.	2.	ADA Compliance: Restrooms	Replace rear grab bar / install vertical grab bars	\$1,495		\$1,495						\$1,495		\$1,495	\$643	\$852
24	502. 2020. 004.	003. 005. A03.2.	2.	ADA Compliance: Restrooms	Relocate accessories	\$348		\$348						\$348		\$348	\$150	\$199
503 J Paul Taylor Academy (Lease)						\$11,659	\$0	\$0	\$0	\$2,894	\$8,765	\$0	\$0	\$0	\$0	\$0	\$5,013	\$6,645
1	503. 2007. 001.	003. 005. A03.3.	4.	ADA Compliance: Directional Signage	Install directional signage	\$1,247					\$1,247					\$0	\$536	\$711
2	503. 2008. 001.	003. 005. A03.3.	5.	ADA Compliance: Classroom Sinks	Modify sink base cabinets	\$8,765					\$8,765					\$0	\$3,769	\$4,996
3	503. 2009. 001.	003. 005. A03.2.	4.	ADA Compliance: Restrooms	Relocate grab bars	\$1,045					\$1,045					\$0	\$449	\$596
4	503. 2009. 002.	003. 005. A03.2.	4.	ADA Compliance: Restrooms	Install vertical grab bars	\$427					\$427					\$0	\$184	\$243
5	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Restrooms	Relocate toilet paper dispenser	\$174					\$174					\$0	\$75	\$99
504 La Academia Dolores Huerta (Lease)						\$469,814	\$0	\$0	\$0	\$469,814	\$0	\$0	\$0	\$0	\$0	\$0	\$202,020	\$267,794
1	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Northwest Parking Lot Development	Demolish portable	\$9,236					\$9,236					\$0	\$3,971	\$5,264
2	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Northwest Parking Lot Development	Develop parking area, adj for limited landscaping and lighting	\$284,543					\$284,543					\$0	\$122,354	\$162,190
3	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: 1949 Classroom/Administration Building Entrance Ramps	Install new ramps	\$33,007					\$33,007					\$0	\$14,193	\$18,814
4	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Service Parking Lot	Demolish wooden porticos	\$1,530					\$1,530					\$0	\$658	\$872
5	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Service Parking Lot	Develop parking lot on south side of school, adj for existing landscaping and	\$104,101					\$104,101					\$0	\$44,764	\$59,338
6	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Northeast Parking Lot ADA	Clean and fill cracks	\$5,565					\$5,565					\$0	\$2,393	\$3,172
7	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Northeast Parking Lot ADA	Seal coat	\$20,311					\$20,311					\$0	\$8,734	\$11,577
8	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Northeast Parking Lot ADA	Stripe parking lot	\$862					\$862					\$0	\$371	\$492
9	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Northeast Parking Lot ADA	Stripe ADA spaces	\$847					\$847					\$0	\$364	\$483
10	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Northeast Parking Lot ADA	Install directional signs	\$681					\$681					\$0	\$293	\$388
11	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Administration Building: Upgrades	Install entrance sign	\$249					\$249					\$0	\$107	\$142
12	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Administration Building: Upgrades	Install room signs	\$489					\$489					\$0	\$210	\$279
13	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Administration Building: Upgrades	Install vertical grab bars	\$427					\$427					\$0	\$184	\$243
14	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: 1949 Classroom/Administration Building: Sign Installation	Install signs	\$2,935					\$2,935					\$0	\$1,262	\$1,673
15	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Exterior Drinking Fountain	Install side protection	\$1,161					\$1,161					\$0	\$499	\$662
16	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: The Barn: Access and Signs	Install sidewalk	\$2,444					\$2,444					\$0	\$1,051	\$1,393
17	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: The Barn: Access and Signs	Install signs	\$349					\$349					\$0	\$150	\$199
18	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Food Services Building: Upgrades	Install thresholds	\$586					\$586					\$0	\$252	\$334
19	503. 2009. 003.	003. 005. A03.2.	4.	ADA Compliance: Food Services Building: Upgrades	Install signs	\$489					\$489					\$0	\$210	\$279
501 Las Montanas Charter School (Lease)						\$12,040	\$0	\$10,770	\$0	\$1,270	\$0	\$0	\$0	\$10,770	\$0	\$10,770	\$5,177	\$6,863
1	501. 2003. 001.	003. 006. A03.1.	4.	ADA Compliance: Parking Spaces	Restripe ADA spaces and install signs	\$1,270					\$1,270					\$0	\$546	\$724
2	501. 2007. 001.	003. 006. A03.1.	2.	ADA Compliance: Sidewalk Installation	Install sidewalk	\$7,776		\$7,776						\$7,776		\$7,776	\$3,344	\$4,432
3	501. 2015. 001.	003. 005. A03.3.	2.	ADA Compliance: Entrance/Exit Signs	Install signs	\$2,994		\$2,994						\$2,994		\$2,994	\$1,287	\$1,706
									</									



STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT  
CONSTRUCTION INDUSTRIES DIVISION  
GENERAL CONSTRUCTION BUREAU

20721

THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.  
PERMANENT \_\_\_\_\_ TEMPORARY, \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF  
OCCUPANCY GROUP E AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

1405 S. Selave  
BUILDING ADDRESS

LHS Liceus, N.M.

LHS Liceus Public Schools  
NAME AND ADDRESS OF OWNER

505 S. Main, Suite 249  
LHS Liceus, N.M.

ESM Construction, Inc.  
NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S)

IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)

GENC 2015620222  
BUILDING PERMIT NUMBER

Alteration / Remodel  
PORTION OF BUILDING

Tom Mann  
INSPECTOR'S NAME

3-31-2016  
DATE

LHS Montanoa Charter High School  
COMMENTS



**LEASE AGREEMENT**

**by and between**

**LAS MONTANAS CHARTER HIGH SCHOOL**

**and**

**LAS CRUCES PUBLIC SCHOOLS**

**Dated as of January 1, 2016**



## LEASE

THIS LEASE is entered into on \_\_\_\_\_, 2016 and effective as of January 1, 2016, by and between the **Board of Education of the Las Cruces Public School District #2** ("LCPS" or "Lessor"), the governing board of a political subdivision of the State of New Mexico (the "State") duly organized and validly existing under the laws of the State, and the **Governing Council of Las Montanas Charter High School**, the governing board of a validly existing State-chartered public charter school, ("Charter School" or "Lessee").

### RECITALS

A. LCPS owns certain improved real property described herein as the Leased Property.

B. LCPS has determined that the lease of the Leased Property described herein is in the best interests of LCPS; and

C. The Charter School desires to lease the Property pursuant to their Lease, which shall be a lease of LCPS' interests.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the terms of this Lease as follows, as evidenced by their signatures below.

1. **DEFINITIONS.** The following terms as used in this Lease not otherwise defined elsewhere herein shall have the meanings set forth below:

(a) "ADDITIONAL RENT": all sums due and payable to LCPS from the Charter School under this Lease in addition to Base Rentals are deemed "Additional Rent".

(b) "BASE RENTALS": means payments pursuant to Section 7 hereof for and in consideration of the right to use and occupy the Leased Property.

(c) "BASE RENTAL PAYMENT DATE": means the tenth day of each month commencing on the Rent Commencement Date.

(d) "BUILDINGS": means the permanent building to be constructed on the Leased Property as part of Landlord's Work.

(e) "COMMENCEMENT DATE": shall be the effective date of this Lease.

(f) "DISTRICT": Las Cruces Public School District #2, New Mexico, a political subdivision of the State of New Mexico.

(g) "EVENT OF NONAPPROPRIATION": means that the New Mexico Legislature or the New Mexico Public School Capital Outlay Council has failed to grant



sufficient money or appropriations to the Charter School to carry out the terms and conditions of this lease and (ii) the Charter School is unable to pay the Base Rental amounts and Additional Rent from other sources of funds, as determined by the Charter School in its sole discretion. If an Event of Nonappropriation occurs, the Charter School may terminate this lease as provided in Section 5.1 below.

(h) "LANDLORD'S WORK": is defined in Section 11.1.

(i) "LEASE TERM": means and refers to the Initial Term (defined in Section 4 below) plus any Renewal Terms authorized pursuant to Section 6 below.

G) "LEASED PROPERTY": the real property depicted on the Site Survey plat attached hereto as Exhibit A as Tract 2, with the existing improvements shown on Exhibit A demolished, together with the newly constructed school facility and appurtenances to be constructed on by LCPS as Landlord's Work.

(k) "LESSOR": the Board of Education of the Las Cruces Public School District #2.

(l) "LESSEE": the Governing Council of the Las Montanas Charter High School.

(m) "RENT COMMENCEMENT DATE": means the 10th day of the month following the date that Substantial Completion has been achieved, but in any event not earlier than January 1, 2016. The Rent Commencement Date is subject to extension as provided in Section 11.3 below.

(n) "SUBSTANTIAL COMPLETION": means that Landlord's Work is sufficiently complete to be utilized for its intended purposes and that LCPS has delivered to the Charter School the occupancy permits for the Building to be constructed as Landlord Work, permitting the Charter School's operations on the Leased Property.

## 2. REPRESENTATIONS AND COVENANTS OF THE LESSOR. LCPS represents and covenants that;

2.1 LCPS is the governing board of a political subdivision of the State validly existing under the laws of the State.

2.2 LCPS is authorized to lease the Leased Property to the Charter School and to execute, deliver and perform its obligations under this Lease.

2.3 The lease of the Leased Property to the Charter School pursuant to this Lease serves a public purpose and is in the best interests of LCPS, the Charter School and their stakeholders.

2.4 The execution, delivery and performance of this Lease by LCPS have been duly authorized by the Board of Education of the District.



2.5 This Lease is enforceable against LCPS in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

2.6 The execution, delivery and performance of the terms of this Lease by LCPS does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which LCPS is now a party or by which LCPS is bound, resulting in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of LCPS.

2.7 There is no litigation or proceeding pending or threatened against LCPS or any other Person affecting the right of LCPS to execute, deliver or perform its obligations of LCPS under this Lease.

2.8 LCPS will recognize economic and other benefits by the leasing of the Property pursuant to this Lease; the Property is property that is necessary and essential to LCPS's purpose and operations.

2.9 LCPS is not aware of any current violation of any requirement of law relating to the Leased Property.

2.10 LCPS acknowledges that this Lease may be terminated upon the occurrence of an Event of Nonappropriation, as provided herein, and that the determination of an Event of Nonappropriation shall be within the sole discretion of the Charter School's Governing Council

3. REPRESENTATIONS AND COVENANTS OF THE LESSEE. The Charter School represents and covenants that:

3.1 The Charter School is a State chartered public charter school, authorized by the New Mexico Public Education Commission, and duly organized and validly existing under the laws of the State.

3.2 The Charter School is authorized, under NMSA 1978 §22-8B-4(D), to lease the Property from LCPS and to execute, deliver and perform its obligations under this Lease.

3.3 The lease of the Leased Property from LCPS pursuant to this Lease serves a public purpose and is in the best interests of the Charter School.

3.4 The execution, delivery and performance of this Lease by the Charter School have been duly authorized by its governing body ("Governing Council").



3.5 This Lease is enforceable against the Charter School in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

3.6 The execution, delivery and performance of the terms of this Lease by the Charter School, as of the first Base Rental Payment Date, does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Charter School is now a party or by which the Charter School is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Charter School.

3.7 There is no litigation or proceeding pending or threatened against the Charter School or any other Person affecting the right of the Charter School to execute, deliver or perform its obligations of the Charter School under this Lease.

3.8 The Charter School will recognize a benefit by the leasing of the Leased Property pursuant to this Lease; the Leased Property is property that is necessary and essential to the Charter School's purpose and operations; the Charter School has considered the improvements to be constructed on the Leased Property (i.e., Landlord's Work) as proposed by LCPS and has determined that the improvements will be of benefit to the Charter School and that the Property, as improved, will adequately serve the needs for which it is being leased throughout the Term as defined in Section 6, so long as (i) LCPS completes Landlord's Work in accordance with Section 11.10 and performs its obligation under Section 11 with respect to repairs, replacements and improvements required at the Property for implementation of LCPS' Facilities Master Plan and (ii) the Charter School and LCPS perform their respective maintenance obligations under Section 11.

3.9 The Charter School is not aware of any current violation of any requirement of law relating to the Property.

3.10 The Charter School anticipates receiving sufficient moneys to pay the Base Rentals as defined in this Lease and to perform its other obligations under this Lease, unless an Event of Nonappropriation occurs.

4. LEASE AND TERM. LCPS hereby leases to the Charter School and the Charter School hereby leases from LCPS the Property for twenty (20) years: January 1, 2016 through December 31, 2036 (hereinafter referred to as the "Initial Term"). The Charter School recognizes that LCPS retains ownership rights in the Property; however, LCPS covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the Charter School shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from



LCPS, except as expressly required or permitted by this Lease.

5. EFFECT OF THE EXPIRATION OR TERMINATION OF LEASE.

5.1 If during the Lease Term an Event of Nonappropriation occurs affecting the following fiscal year, then this Lease shall terminate effective of June 30th of the current fiscal year and the Charter School shall (i) vacate the Property on or before June 30th of the current fiscal year, (ii) deliver the Property to LCPS on or before June 30th of the current fiscal year and (iii) continue to pay Base Rental and all other amounts due until such date as the Charter School has vacated the Property. The Charter School shall give LCPS written notice of an Event of Nonappropriation within ten (10) days after it had occurred.

5.2 The Charter School's current five (5) year charter expires on, June 30, 2020. This Lease shall automatically terminate upon the effective date of any nonrenewal or revocation of the Charter School's charter. In such event, the Charter School shall vacate the Leased Property on or before the effective date on any nonrenewal or revocation of the Charter School's charter. The Charter School shall give LCPS written notice of a nonrenewal or revocation notification from its authorizer within ten (10) days after learning of same and written notice of the effective date of any final decision of nonrenewal or revocation of the Charter School's charter within ten (10) days after said decision has been rendered by the applicable authority.

5.3 If either party terminates this Lease as a result of the uncured default of the other party as defined in Section 15, (i) this Lease shall terminate on the date that is sixty (60) days after the non-defaulting party gives the defaulting party written notice of its election to terminate the Lease and (ii) the Charter School shall vacate the Leased Property on or before the effective date of the termination.

5.4 Upon expiration of the Lease Term or earlier termination of the Lease, all obligations of the Charter School and LCPS from after the effective date of the expiration or termination of the Lease shall terminate, except as expressly provided in this Lease. Any accrued, but unpaid obligations of the Charter School or LCPS shall continue until they are discharged in full unless the termination of the Lease is a result of revocation of the Charter School's charter in which event all obligations of the Charter School shall terminate on June 30th of that year. The Charter School shall have no right to hold over and continue to occupy the Property after the expiration or termination of this Lease.

6. RENEWAL OF LEASE TERM. This Lease may be extended or renewed, by mutual agreement of the parties and upon such new terms and conditions as may be acceptable to both parties as set forth in a written amendment to this Lease executed by both parties. Such an amendment extending or renewing the Lease Term must be executed prior to the expiration of the current Lease Term.



7. BASE RENTALS

7.1 The Base Rental Rate shall be \$25,653 per month (\$307,836 per annum) or the amount equal to the grant received by or awarded to the Charter School pursuant to NMSA 1978 §22-24-4 from the public school capital outlay fund as authorized by the Public Schools Capital Outlay Council ("PSCOC") in accordance with NMSA 1978 §22-24-4, whichever is greater.

7.2 The Base Rental Rate of \$25,653 is based upon the construction budget of \$4,680,000 at the average interest rate from the 2015 bond sale for a 20 year period. See computation in exhibit A.

7.3 Additional Rent shall be paid by LMCHS to LCPS for construction costs in excess of the construction budget of \$4,680,000. The repayment schedule shall be negotiated once all construction cost are finalized and paid by LCPS.

7.4 If requested by the Charter School, LCPS agrees to join with the Charter School in applying to the PSCOC for funds to be used for the Charter School's lease payments.

7.5 Notwithstanding any other provision of this Lease, the Charter School shall pay no Base Rent, utilities, or other amounts on any portion of the improvements to the Leased Property that has not received the occupancy permits necessary for the Charter School's operations on the Leased Property.

8. PARTIAL MONTHS. Base Rentals for any partial months will be prorated based on a thirty (30) day month.

9. USE. The Charter School shall use the Property only for the purpose of a charter school existing under the laws of the State, and a charter school's related activities, including but not limited to those activities described in the Charter School's charter.

10. LESSEE'S MODIFICATIONS, INSTALLATIONS AND ALTERATIONS. The Charter School, at its own expense, may make non-structural modifications or improvements to the Leased Property with LCPS' prior consent, not to be unreasonably withheld, if the Leased Property, after such modification and improvements, shall continue to be used as provided herein and shall otherwise be subject to the terms of this Lease; provided, however, LCPS may deny consent for any such modifications or improvements in its sole discretion if LCPS determines that (i) such modification or improvements may (A) in any way damage the Property as it existed prior thereto and (B) adversely affect or increase the demand on the mechanical, electrical, heating or cooling systems of the Property, or (ii) the value of the Property after such modifications and improvements would not be at least as great as the value of the Property prior thereto. Construction of any such modifications or improvements shall be conditioned upon the Charter School obtaining all authorizations and approvals required by the New Mexico Public Education Department, PSCOC, New Mexico Public School Facilities Authority, and local and state building



authorities prior to commencement of construction. The phrase "modification or improvements" does not mean or include the installation of removable trade fixtures that do not require a construction permit for installation, all of which may be installed by the Charter School without LCPS's prior consent and shall remain the personal property of the Charter School. Unless otherwise required by law or agreed in writing between LCPS and the Charter School, all work for any modifications or improvements in or on the Property shall be performed by the Charter School at its own cost and expense by qualified licensed contractors that provide bonds and insurance as required by LCPS. The Charter School shall only perform modifications or improvements to the Property in conformance with the terms of this Lease. LCPS agrees not to unreasonably withhold consent or otherwise prevent the Charter School from obtaining and receiving capital funding for construction, repairs and maintenance to the Property and the Charter School agrees to consult with LCPS prior to seeking appropriations or other funding for capital improvements to the Property. The Charter School agrees not to interfere with or prevent LCPS from receiving capital funding for the construction, repairs and maintenance to the Property or any other property owned by LCPS.

#### 11. CONSTRUCTION, REPAIR AND MAINTENANCE OF LEASED PROPERTY

11.1 Landlord's Work. All of the Landlord's Work shall comply with New Mexico Public School Facilities Authority ("NMPSFA") adequacy standards, and all other local, state and federal laws and regulations applicable to the design and construction of the Landlord's Work (collectively, the "Legal Requirements"). Subject to Section 11.3, the Charter School shall take possession of the Leased Property upon Substantial Completion of Landlord's Work.

11.2 Building Structure. LCPS at its expense shall maintain and keep in good repair and condition all structural portions and all exterior parts of the building on the Leased Property, including the foundation, floor/ceiling joists, weight-bearing walls, columns, beams, roof, exterior doors, windows, including glass, portals, canals, and all outside drains, electrical, plumbing and gas supply lines, and water wells/pipes and related equipment on the Leased Property that are owned by LCPS (the "Building Structure"). In consideration of Landlord's Work and to offset the cost of maintenance, repairs and replacements for the Leased Property and Landlord's other obligations under this Section 11, the Charter School shall waive and LCPS will retain the Charter School's share of the Senate Bill 9 and House Bill 33 mill levy proceeds otherwise allocated to the Charter School pursuant to NMSA 1978 Sections 22-25-2(C) and 22-26-9. The Charter School shall retain the "State Match" of Senate Bill 9 funds for the Lease Term, as well as any other all other capital or supplemental funding made available for capital improvements to which the Charter School may be entitled pursuant to applicable laws currently in place or subsequently enacted

11.3 Facilities Master Plan. LCPS shall be responsible for all of the repairs, replacements and improvements required at the Leased Property for implementation of LCPS' Facilities Master Plan for Las Cruces Public Schools, at no additional cost to the Charter School. The Leased Property shall be included in and kept on the LCPS's Facilities Master Plan during the Lease Term. The Charter School, however, shall not be foreclosed



or prevented from submitting its own Facilities Master Plan as contemplated by and consistent with the Public School Capital Outlay Act.

11.4 **Building Systems and Major Repairs.** LCPS shall maintain and keep in good repair and working order all mechanical, electrical, plumbing, heating, cooling systems and equipment at the Leased Property, as well as the electrical, water, natural gas and sewer lines on the Leased Property that are owned by LCPS ("Building Systems"), at no additional cost to the Charter School. LCPS shall have no obligation to maintain or repair the electrical, water, natural gas and sewer lines owned by the respective utility providers, even if located on the Leased Property. LCPS shall also, upon the prior written request of the Charter School, perform necessary repairs and replacements of the interior of the Building that are reasonably estimated to cost Three Hundred Fifty Dollars (\$350.00) or more for each such repair or replacement. Any repair or replacement to the interior of the Building that is reasonably estimated to cost less than Three Hundred Fifty Dollars (\$350.00) shall be performed by the Charter School.

11.5 **Drives, Parking Lots and Sidewalks.** The Charter School, at its expense, shall maintain and keep in a good, safe, clean and sanitary condition all driveways, parking lots and sidewalks located on the Leased Property, subject to following limitation. Any repair or replacement for or affecting driveways, parking lots and sidewalks that is reasonably estimated to cost Three Hundred Fifty Dollars (\$350.00) or more shall be performed by LCPS, upon the prior written request of the Charter School.

11.6 **Grounds Maintenance.** LCPS shall require the tenant to maintain all playgrounds, playing fields and landscaped, including without limitation irrigation and lighting, located on the Leased Property (collectively, "Grounds Maintenance") as condition of the lease.

11.7 **Technology.** The Charter School agrees to maintain all technology and infrastructure for electronic and telecommunications systems installed in the building on the Leased Property (maintenance of the communication lines connecting to the building shall be responsibility of the communication services provider or LCPS, whichever is the owner of these communication lines).

11.8 **The Charter School's Furniture, Equipment and Interior Furnishings.** During the Lease Term, the Charter School at its expense shall purchase, maintain, repair and replace as reasonably necessary all school furniture, such as desks and book shelves, school equipment, such as computer work stations, and fixtures and interior furnishings of the school facilities, including without limitation carpeting.

11.9 **Other Charter School Repair and Maintenance Obligations.** The Charter School at its expense shall maintain and keep the entire interior of the Building (other than Building Systems and Major Repairs) in a clean and sanitary condition and good working order and repair, including ordinary, necessary and customary janitorial and custodial services and supplies. The Charter School shall be responsible for, and repair (or reimburse LCPS for the cost to repair) damage to the Leased Property resulting from



misuse of the Leased Property, or acts of negligence or willful misconduct, by the Charter School or its sublessees, licensees or invitees (e.g. vandalism by students or licensees that the Charter School permits to use portions of the Leased Property), to the extent not reimbursed or paid by the property insurance maintained by LCPS.

11.10 Compliance with Law and Regulations. Throughout the Lease Term including any Renewal Term, LCPS shall cause the improvements to the Leased Property that are LCPS' obligation to maintain to be in maintained and repaired in compliance with all applicable federal, state and local laws, regulations, codes and ordinances governing the physical condition of the Leased Property and any repairs thereto ("Laws"), including those relating to health, safety and the environment; and all requirements of all insurance companies writing property insurance policies covering the Leased Property or any part or parts thereof; regardless of whether any of the foregoing requirements are now in force or hereafter become enacted and made applicable to the Leased Property, except to the extent that any such failure to cause the Premises to comply with applicable Laws is caused by the School. LCPS, at its expense, shall perform any repairs to the Leased Property required by reason of such Laws. LCPS shall pay all costs, expenses, fines, penalties or damages ("Penalties") that may in any manner arise out of or be imposed because of the failure of the Leased Property to comply with Laws, unless the failure to comply with Laws is caused by the Charter School. LCPS shall not be required to pay any Penalties that are imposed because of the failure of the Leased Property to comply with Laws if the failure to comply is caused by the Charter School, which Penalties shall be the responsibility of the Charter School. LCPS reserves the right upon notice to the Charter School and at all reasonable times to enter the Leased Property for the purposes of inspecting the Leased Property and performing all work as may be necessary to assure compliance with Laws and to perform the maintenance and repairs to the Leased Property that LCPS is required or permitted to perform, subject to reasonable school safety or security requirements established by the Charter School.

11.11 Limits to LCPS' Contribution Towards Maintenance and Repairs. LCPS agrees to provide the maintenance and repairs to the Leased Property required by the terms of this Lease within a reasonable period of time; provided, however, necessary or desirable repairs and maintenance of the Leased Property will be prioritized along with the other Las Cruces Public Schools' properties in a reasonable manner by LCPS, with equal consideration given to the Leased Property and all other Las Cruces Public Schools' properties in the process of prioritizing the needs of the various properties. Without limiting the foregoing, LCPS will include the Leased Property in LCPS' Facility Master Plan in accordance with Section 11.3 and in LCPS' facility management information system and consider the maintenance and repair needs of the Leased Property on a par with all other Las Cruces Public Schools' properties, in a manner consistent with LCPS' Facility Master Plan and the funding available for the implementation of the Facility Master Plan.

## 12. UTILITIES AND INSURANCE.

12.1 LCPS's Property Insurance. LCPS at its expense shall carry property



insurance through the New Mexico Public School Insurance Authority ("NMPSIA") insuring the Leased Property at its full replacement value throughout the Lease Term, including any Renewal Term, and insuring all of its personal property, including any fixtures owned by LCPS, located at the Leased Property.

12.2 Charter School's Property Insurance. The Charter School at its expense shall insure itself against loss or damage to the Charter School's personal property, including fixtures, owned by the Charter School located at the Leased Property. The Charter School shall, at its own expense, obtain and maintain all other insurance coverage required of it pursuant to Section 6.20.2.20 NMAC, including without limitation adequate commercial general liability insurance and workers compensation insurance.

12.3 Casualty Loss. If during the Lease Term, including any Renewal Term, the Leased Property is rendered unusable by the Charter School as a result of fire or any other casualty, whether in whole or in part, and the Charter School vacates the Leased Property or portion thereof affected by casualty damage, then the Charter School's obligation to pay rent shall abate during such period in proportion to the Charter School's loss of use of the Leased Property but only to the extent that the Charter School actually vacates the Leased Property or portions thereof. In the further event that restoration of the Leased Property is impossible within ninety (90) days after such occurrence, then the Charter School may terminate this Lease upon sixty (60) days prior written notice to LCPS.

12.4 Utilities Payable by Charter School. The Charter School, at its expense, shall pay all the charges for utility services to the Leased Property, including water, electricity, natural gas, telephone and refuse collection. The Charter School shall pay utility charges directly to the charging entity.

13. INSPECTION OF THE LEASED PROPERTY. LCPS and its duly authorized agent shall have the right (but not the obligation), on reasonable advance notice to the Charter School, at all reasonable times, at its expense, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Charter School for safety or security purposes). Upon reasonable advance notice, LCPS and its duly authorized agent shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Charter School with respect to the Leased Property.

#### 14. INDEMNITY AND RELATED PROVISIONS.

14.1 The Charter School, not LCPS, shall be liable for any claims attributable to any injury to any person, or for any loss of or damage to any property (including damage to property of the Charter School or any third party) occurring on the Leased Property from any cause whatsoever ("Claims"), except to the extent caused by the negligence or willful misconduct of LCPS or its employees, agents, contractors, licensees or invitees, or from LCPS's breach of its obligations under this Lease. To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico



Tort Claims Act, the Charter School shall indemnify, defend and save harmless LCPS, its officers, agents, employees and contractors from all losses, damages, fines, penalties, liabilities and expenses (including LCPS' personnel and overhead costs and attorneys' fees and other costs incurred in connection with such Claims, regardless of whether claims involve litigation or bankruptcy) resulting from any injury to any person or from any loss of or damage to any property occurring on the Leased Property and attributable to the acts or omissions of the Charter School, its employees, agents, contractors, licensees or invitees or to the Charter School's breach of its obligations under this Lease. The Charter School agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically covers claim and actions brought by its employees against LCPS. The indemnification provided for in this Section with respect to acts or omissions during the Lease Term shall survive the termination or expiration of this Lease. The Charter School shall promptly notify LCPS of casualties or accidents occurring on or about the Leased Property. Notwithstanding the foregoing, if Claims arise from the concurrent negligence of LCPS and the Charter School or their respective employees, agents, contractors, invitees and licensees, the Charter School shall indemnify LCPS only to the extent of the Charter School's own negligence or that of its employees, agents, contractors, invitees and licensees, to the extent permitted by law and subject to the immunities provided by law.

14.2 To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Tort Claims Act, LCPS shall indemnify, defend and save harmless the Charter School, its officers, agents, employees and contractors from any claims attributable to any injury to any person, or for any loss of or damage to any property (including damage to property of LCPS or any third party) occurring on the Leased Property to the extent caused by the negligence or willful misconduct of LCPS or its employees, agents, contractors, licensees or invitees, or from LCPS' breach of its obligations under this Lease ("Indemnified Claims") (including the Charter School's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such Indemnified Claims, regardless of whether the Indemnified Claims involve litigation or bankruptcy) but only to the extent attributable to the negligent acts or omissions or willful misconduct of LCPS, its employees, agents, contractors, licensees or invitees or to LCPS' breach of its obligations under this Lease. LCPS agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically covers claim and actions brought by its employees against the Charter School. The indemnification provided for in this Section with respect to acts or omissions during the Lease Term shall survive the termination or expiration of this Lease. Notwithstanding the foregoing, if Claims arise from the concurrent negligence of LCPS and the Charter School or their respective employees, agents, contractors, invitees and licensees, LCPS shall indemnify



the Charter School only to the extent of LCPS' negligence or the negligence of its employees, agents, contractors, invitees and licensees and only to the extent permitted by law and subject to the immunities provided by law.

15. DEFAULT; EVENTS OF DEFAULT DEFINED

15.1 Any of the following shall constitute an "Event of Default" under this Lease:

(a) failure by the Charter School to vacate the Leased Property by the end of the current fiscal year after an Event of Nonappropriation (as defined above) has occurred affecting the following fiscal year;

(b) any Lease, assignment, encumbrance, conveyance or other transfer of the interest of the Charter School in all or any portion of the Leased Property made without written approval by LCPS, which approval may be granted or withheld in its sole discretion; or

(c) failure by either party to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice for a failure that can be cured by payment of money (i.e., a "Monetary Default") and forty-five (45) days after written notice for a default that cannot be cured by the payment of money ("Non-Monetary Default"). If it is not possible for a Non-Monetary Default to be cured within a 45-day period, then the non-defaulting party shall not withhold its consent to an extension of such cure period for up to ninety (90) days if corrective action was promptly instituted prior to the expiration of the 45-day period and diligently and continuously pursued.

15.2 The provisions of this Section are subject to the following limitations:

(a) the Charter School shall be obligated to pay Base Rentals and Additional Rent only during the Lease Term and any period thereafter during which it continues to occupy the Leased Property; and

(b) if performance of any covenant, condition or agreement under this Lease is delayed as a result of an event or circumstance beyond the control of a party (a "Force Majeure Event"), which shall include without limitation governmental actions or inaction (including a failure of the PSCOC timely funding distributions of lease assistance payments to the Charter School), inclement weather, acts of god or any other event or circumstance beyond the control of the affected party, then the time for performance shall be extended day- for-day for each day that the performance is unavoidably prevented by the Force Majeure Event.

16. REMEDIES ON DEFAULT.

16.1 Whenever any Event of Default occurs with respect to this Lease, the non-



defaulting party shall notify the defaulting party of said Event of Default in writing of the default and include in the notice of default that the party has thirty (30) days to cure a Monetary Default and forty-five (45) days to cure a Non-Monetary Default, subject to unavoidable delay caused by Force Majeure Events (as defined above). A party shall not exercise any remedies available to for an Event of Default until the applicable cure period provided for in this paragraph has elapsed. A non-defaulting party shall not impair the defaulting party's opportunity to cure the Event of Default.

16.2 If a noticed Event of Default is not cured within the time allowed then the non-defaulting may elect to pursue any remedy available at law or in equity, including without limitation any one or any combination of the following remedies:

(a) terminate the Lease by written notice to the other party, with such termination being effective at least sixty (60) days after the date of the written notice, and recover damages for the breach of this Lease. The Charter School shall vacate the Leased Property as of the effective date of the termination;

(b) with respect a default by the Charter School, terminate the Charter School's possession of the Leased Property by written notice to the Charter School, with such termination being effective at least sixty (60) days after the date of the written notice, reenter the Leased Property and re-lease the Leased Property on account of the Charter School and apply the collected rents to the costs of collection and re-leasing and then to any unpaid Base Rentals, Additional Rent and other charges, which is then due and payable, or which may thereafter become due and payable;

(c) cure the default at the defaulting party's expense and, with respect to a LCPS default, withhold, reduce or offset such amount against any payments of Base Rent, Additional Rent or any other charges due and payable to LCPS under this Lease;

(d) enforce any provision of this Lease by seeking an equitable remedy including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under this Lease by specific performance, writ of mandamus or other injunctive relief; and

(e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

17. HOLDOVER. Any holding over by the Charter School after the expiration or termination of the Lease Term, including any Renewal Term, shall be construed as a tenancy at sufferance terminable by LCPS at any time with thirty (30) days prior notice, and subject to all of the covenants, conditions, provisions and obligations of this Lease, including without limitation the obligation to pay Base Rentals and Additional Rent.

18. ASSIGNMENT AND SUBLETTING. The Charter School shall not assign the



Lease or sublet the Leased Property or permit a third party to use and occupy the Leased Property without LCPS's prior written consent, which may be granted or withheld in its sole discretion, except as provided in the following sentence. The Charter School may make portions of the Leased Property available for events sponsored by the Charter School or LCPS without charge and may make portions of the Leased Property available to individuals and organizations for private events, for a reasonable fee, subject to and in compliance with LCPS' building use policies and procedures applicable to the use of LCPS facilities and other terms and conditions that may be imposed by the Charter School (e.g., sufficient cash damage deposits, restrictions on amplified sound, etc.). Any prohibited assignment, Lease, license, use permit or occupancy permit shall be void.

19. WAIVER. Failure of LCPS or the Charter School to insist upon the strict performance of any provision or to exercise any remedy shall not be construed as a waiver of the future performance of any such provision or the right to exercise such remedy. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. No payment by the Charter School or receipt by LCPS of an amount less than the Base Rentals shall be deemed to be other than on account of the most delinquent amount of Base Rental, Additional Rent or other amounts then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Base Rentals be deemed an accord and satisfaction, and LCPS may accept such check or payment without prejudice to LCPS's right to recover the balance of such Base Rentals or other amounts or pursue any other remedy provided in this Lease. Neither acceptance of the keys nor any other act or thing done by LCPS or any agent or employee of LCPS during the Lease Term, including any Renewal Term, shall be deemed to be an acceptance of a surrender of the Leased Property, which may be implemented only by an agreement in writing signed by LCPS, accepting or agreeing to accept such a surrender.

20. SIGNAGE. With LCPS' prior written approval, the Charter School may install signage on the Leased Property or modify the existing signage on the Leased Property, at the Charter School's sole expense, so long as the signage complies with applicable governmental regulations.

21. REQUIREMENTS FOR LESSEE'S RENEWAL. The Charter School acknowledges that the Charter School will only be allowed to renew the Lease if there is no uncured default under the terms of this Lease. The Charter School hereby acknowledges that the Charter School has assumed all of its obligations for compliance with this Lease.

22. NON-APPROPRIATION - BATEMAN ACT. In accordance with NMSA Section 6-6-11 and the New Mexico Constitution, Article IX, Section 11, if the performance of any of LCPS' obligations under this Lease require the expenditure of funds those obligations are contingent upon sufficient appropriations and authorization being made by LCPS for the performance of this Lease; provided however, such lack of sufficient appropriations and authorization shall not entitle LCPS to terminate this Lease. Nothing in this Section shall be interpreted as limiting the Charter School's right to terminate this Lease should an Event of Non-Appropriation occur with respect the Charter School, in accordance with Section 5.1 above.



23. MISCELLANEOUS PROVISIONS.

23.1 Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, association, or any other similar entity.

23.2 The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

23.3 This instrument is an integrated writing and supersedes any oral statements or representations or prior written matter not contained in this instrument. This instrument may not be modified orally or in any other manner other than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest or permitted assigns.

23.4 Time is of the essence of each term and provision of this Lease.

23.5 Days shall mean "calendar days" unless otherwise defined. If the date set for performance under *this* Lease falls on a day that is a Saturday, Sunday or federal holiday, then the date shall be extended to the next day that is not a Saturday, Sunday or federal holiday.

23.6 The Charter School represents that it has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this Lease and agrees to pay and to hold LCPS harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent the Charter School, with respect to this Lease or the negotiation of this Lease. LCPS agrees to hold the Charter School harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent LCPS with respect to this Lease or the negotiation of this Lease.

23.7 Each provision to be performed by the Charter School or LCPS shall be construed to be both a covenant and a condition.

23.8 All rights and obligations under this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Each person executing this Lease represents that he or she is an agent or representative of a party hereto duly authorized to execute this Lease on behalf of such party and to bind that party to the performance of such party's obligations hereunder and the he or she has no authority to bind either parties' employees, officers, directors, board members or governing council members, their successor or assigns, individually to the obligations of this Lease.

23.9 All covenants, stipulations, promises, agreements and obligations of LCPS or the Charter School, as the case may be, contained herein shall be deemed to be the



covenants, stipulations, promises, agreements and obligations of the Charter School or LCPS, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Charter School or LCPS in *his* or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Charter School or LCPS or any natural person executing this Lease or any related document or instrument.

23.10 No notice or other communication given in connection herewith shall be validly given, unless in writing and delivered in person or sent by a nationally recognized delivery service or by registered or certified United States mail to the address set forth in Section 23 or to such other addresses as LCPS or the Charter School may from time to time designate in writing and deliver to the other. Notices or other communications shall be deemed given or received upon delivery, if delivered in person, or upon forty eight (48) hours after deposit in the mail, if delivered by mail or by an express mail service.

23.11 If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23.12 Anything to the contrary herein notwithstanding, the Charter School is not LCPS's agent, partner or representative for any purpose whatsoever, nor is LCPS the Charter School's agent, partner or representative for any purpose whatsoever.

23.13 The rights and remedies of the Charter School and LCPS under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed at law or in equity. All indemnities and other similar obligations of either party hereunder which by their nature extend beyond the expiration or earlier termination of this Lease shall survive such expiration or earlier termination, and shall be enforceable to the extent permitted by applicable law.

23.14 If a party ("Defaulting Party") fails to perform any covenant, obligation, duty or agreement ("Obligations") under this Lease, or otherwise breaches this Lease and fails to cure such breach after notice thereof within the applicable cure period, the other party ("Non-Defaulting Party") may, at its option, perform such Obligations or undertake such cure at the Defaulting Party's expense, and Defaulting Party shall reimburse the Non-Defaulting Party for the costs incurred by the Non-Defaulting Party in connection therewith within thirty (30) days after receipt of a demand for reimbursement together with documentation reasonably substantiating the costs incurred.

23.15 Amounts due to a party under the terms of this Lease that are not paid within thirty (30) days after the date due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.



23.16 This Lease may be executed in counterparts, and each counterpart will be deemed to be an original that together will constitute a single instrument.

23.17 Each party shall remain eligible and receive all capital outlay distributions to which it is entitled in accordance with state law except as expressly provided in this Lease.

23.18 The Parties hereby acknowledge that each of them has read and understands the terms and conditions of the Lease, has had an opportunity to consult with independent legal counsel and to affirmatively participate in the drafting of this Lease. Each Party enters into this Lease freely and with a full understanding of all of its terms and conditions, and accordingly, in the event of a dispute over the meaning of this Lease or the intent of the Parties, no provision herein shall be construed against either Party as the drafter thereof.

23.19 Each party represents to the other that it has full power and authority to enter into this Lease; that all actions necessary for the execution of this Lease have been taken; and that each person signing below has been duly authorized to sign this Lease and bind such party to all of its terms, provisions and conditions.

23.20 This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between LCPS and the Charter School respecting the Leased Property. No alteration, amendment, modification, change, or addition to this Lease shall be binding upon LCPS and the Charter School, unless reduced to writing and signed by LCPS and the Charter School.

24. NOTICES. All notices must be sent in writing to:

to LCPS at: Las Cruces Public Schools  
Attn: Stan Rounds, Superintendent  
505 South Main St., Suite 249  
Las Cruces, NM 88001  
with a copy to: Cuddy & McCarthy, LLP  
1701 Old Pecos Trail  
Santa Fe, NM 87505  
Fax: 505.954.7373

to Charter School at: Los Montanos Charter School  
1405 S. Solano Dr.  
Las Cruces, NM 88001  
Fax: 575.405.5052



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

(signatures on following pages)

LESSOR:

BOARD OF EDUCATION OF THE LAS  
CRUCES PUBLIC SCHOOL DISTRICT #2

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016, by \_\_\_\_\_, as \_\_\_\_\_ (*title*) for and behalf of the  
Board of Education of the Las Cruces Public School District #2, the governing body of a  
local political subdivision of the State of New Mexico.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



LESSEE:

GOVERNING COUNCIL OF LAS MONTANAS  
CHARTER SCHOOL

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016, by \_\_\_\_\_, as \_\_\_\_\_ (*title*) for and behalf of the  
Board of Education of the Las Cruces Public School District #2, the governing body of a  
local political subdivision of the State of New Mexico.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## EXHIBIT A

### LMCHS Construction and Acquisition Cost

2014/15 Expenditures	\$2,164,570	Actual Cost
Anticipated Cost (2015-16)	2,515,430	Remaining construction Budget
<b>Total Estimated Cost</b>	<b>\$4,680,000</b>	<b>Basis for rent calc.</b>
Interest Rate	2.897%	Average cost of bond from 2015 Bond Sale
Term - years	20	
Months	240	
Monthly Lease Payment	<b>\$ 25,653</b>	
Annual Lease	<b>\$ 307,836</b>	



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

(signatures on following pages)

LESSOR:

BOARD OF EDUCATION OF THE LAS  
CRUCES PUBLIC SCHOOL DISTRICT #2

By: Maria A. Flores

Name: Maria A. Flores

Title: Board President

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

COUNTY OF DONA ANA )

The foregoing instrument was acknowledged before me this 19th day of April 2016, by Maria A. Flores as Board President (title) for and behalf of the Board of Education of the Las Cruces Public School District #2, the governing body of a local political subdivision of the State of New Mexico.



OFFICIAL SEAL  
M. TINA GONZALEZ  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 3.22.2018

M. Tina Gonzalez  
Notary Public

My commission expires: 3.22.2018



LESSEE:

GOVERNING COUNCIL OF LAS MONTANAS  
CHARTER SCHOOL

By: [Signature]  
Name: nicole fuchs

Title: las montanas high school board presiden

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

COUNTY OF Doña Ana )

The foregoing instrument was acknowledged before me this 20 day of April 2016, by Nicole Fuchs, as Board President (title) for and behalf of the Board of Education of the Las Cruces Public School District #2, the governing body of a local political subdivision of the State of New Mexico.



OFFICIAL SEAL  
CINDY L. ESQUEDA  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 9-23-19

[Signature]  
Notary Public

My commission expires: 9-23-2019