

School Location Within District Notification Form

The Charter Contract, was entered into by and between the New Mexico Public Education Commission, and **Raíces del Saber Xinachtli Community School**, effective **10th of May, 2019**. **Saber Xinachtli Community School** was approved for a **5 Year Term** Charter Contract.

Saber Xinachtli Community School requests consideration from the Public Education Commission (PEC) to change the terms of its Contract as follows:

Charter Contract currently states: 2211 N. Valley Drive, Las Cruces, 88007

SCHOOL NAME: Raices del Saber Xinachtli Community School

ORIGINAL ADDRESS: 400 Bell Ave., Mesilla Park, 88407 (Temporary address at which we started school on August 8 while renovations have been completed at the permanent site. This site was approved by the PEC as a temporary site July 1, 2019.)

AUTHORIZED GRADE LEVELS: Kindergarten and 1st Grade

Notifies the Public Education Commission, Section 4, Item number 11: Site (page11) of the school's charter contract shall state beginning on:

EFFECTIVE DATE OF CHANGE: December 2, 2019

SCHOOL NAME: Raices del Saber Xinachtli Community School

NEW PHYSICAL ADDRESS: 2211 N. Valley Drive, Las Cruces, NM 88007 (Permanent site approved by the PEC in the approved Charter Contract on May 10, 2019.) This is also the mailing address. Phone is 575-522-0538 No Fax as yet.

AUTHORIZED GRADE LEVELS: Kindergarten and 1st Grade

Identify the new address at which the school will be operating, including the street address, city, state, and zip code.

Raíces del Saber Xinachtli Community School Location within District Notification is hereby submitted by, **Emma Armendáriz, Governance Board Chair**, on **November 22, 2019**, and affirms the school meets the following eligibility criteria:

- ☒ Notification must be submitted and approved by the PEC prior to the physical move; and
- ☒ The school's governing board is in compliance with all reporting requirements.


Charter School Representative Signature

11-21-19
Date

Raíces del Saber Xinachtli Community School Location within District Notification was:

☐ Approved

☐ Denied

Chair, Public Education Commission

Date

Certification of Board Vote

Certificate Of Governing Body Vote

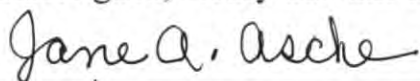
This document certifies that on November 21, 2019, at 5:00 PM a meeting of the Governing Body of Raíces del Saber Xinachtli Community School, a New Mexico public charter school, was held at the office of Raíces del Saber Xinachtli Community School in Las Cruces, NM. The meeting and all votes were conducted in compliance with the New Mexico Open Meetings Act.

A quorum of the Governing Body's members being present and voting, it was voted five (7) in favor and zero (0) opposed to approve the move of Raíces del Saber Xinachtli Community School from 400 Bell Ave., Las Cruces, NM, 88407, to the building renovated by Families and Youth Inc. for our school at 2211 N. Valley Drive, Las Cruces, 88007, providing that both the E-Occupancy Certificate from Doña Ana County and the NMCI Letter from PSFA have been received.

The members voting in favor were: Holaya Ponce Acosta, Emma J. Armendáriz, Jane A. Asche, Daniel Ferraro, Alejandro Flores, Paul Gutierrez, Ray Reich.

The members voting in opposition were: None

I, the undersigned, certify that this is a true copy.



Signature of Individual Authorized To Certify the Vote (Secretary or Other Officer)

Jane A. Asche

Secretary, Raíces del Saber Xinachtli Governance Board

November 21, 2019

School Location Within District Notification
Narrative Response to Prompts

1. Rationale for Moving to the New Location: The building to which we are moving our school to at 2211 N. Valley Drive is the one that we identified in our approved Charter Contract at the June 2019 meeting of the PEC. At the time, the contractor spoke at the meeting and said that the renovations to the building for our newly opening Charter School would be done in time for us to start school on August 8th. For a number of reasons, including inspections calling for the need of additional changes to meet new Doña County building codes, we became aware that the facility which we are leasing from Families and Youth, Inc. (FYI) was not going to be ready for the start of school. So in July of 2019 we notified the PEC and they approved a temporary location at 400 Bell Ave. on the property of La Academia Dolores Huerta Charter School.

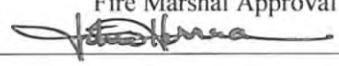
This change in location caused us to lose over half of our confirmed student enrollees because parents could not provide transportation to the Bell Ave. location. The renovations are now done at the FYI building and we believe it is imperative that we shift to this building now to rebuild our enrollment and keep our lease contract with FYI, which we are legally committed to fulfilling now that the building has been certified for E-Occupancy.

2. Number of Students Displaced by the Move and Plan to Support Them: We have been in discussions with the parents of our students since before the school opened on August 8th of this year about the move to the permanent location on N. Valley Drive. All parents have made plans to keep their children at Raíces once the new location is available. *So there will be no displaced students as a result of moving the school to the N. Valley Drive location.* We have kept parents informed of the option to return to other public schools in their neighborhood and that we will readily supply all school records should they make such a decision. All families that are currently enrolled have decided to stay with Raíces.
3. Communication of Planned Move to the School Community: Our Parents Council (Concilio de Padres) which meets monthly has been updated on the pending date for the move at each monthly meeting. In addition, notes have been provided to the parents as they pick up their students in the evening, keeping them posted on the anticipated date of the move. Updates have been posted on the school's Facebook account and website.
4. How Displaced Students will be Supported in Identifying Educational Options: As explained above, there will be no displaced students.
5. Enrolling in Other Schools: There are no parents who plan to enroll their children in other schools.

Certificate of Occupancy

Doña Ana County Building Services Division

This certifies that the building or structure or portion thereof, as described herein, complies with the provisions of the 2009 International Building Code and all local ordinances as adopted by Dona Ana County. No change shall be made in the occupancy or use of the building without the approval of the Building Official.

Bldg. Permit No. 44503	Occupancy and Use E
Owner Name and Address RESOURCES FOR CHILDREN AND YOUTH, INC., 1501 N. SOLANO LAS CRUCES, NM 88001	Type of Construction V-B
Building Address 2211 N. VALLEY DR.	Occupant Load 180
Contractor RES CONSTRUCTION INCORPERATED	Zoning D2L
Building or portion thereof certified INTERIOR REMODEL/ADDITION	
Automatic Sprinkler System Yes No <input checked="" type="checkbox"/> Required Yes No <input checked="" type="checkbox"/>	
Fire Marshal Approval 	
Related Permits by type and number E-50849, 50537; P/M-50312, 50487, 50432; F.A.-44712; FS-44636	
Condition(s) of Issuance NONE	

COMMERCIAL

for  11/21/19
George Phillips, CBO Date

1

2

3

4

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D

NOT FOR CONSTRUCTON

APRIL 08, 2019

OWNER:

FAMILY & YOUTH, INC.
1320 S. SOLONO DRIVE
LAS CRUCES, NM 88001
CONTACT: FRED MOBLEY

TENANTS:

RAICES DEL SABER XINACHTLI CHARTER SCHOOL
CONTACT: LUCIA CARMONA

CONSULTANTS:

ELECTRICAL ENGINEERING

D. LEGG ENGINEERING, LLC
2013 CRESCENT DRIVE
LAS CRUCES, NM 88005
P: (575) 636-5952
CONTACT: DWANE LEGG, PE

STRUCTURAL ENGINEERING

LILLEY ENGINEERING, INC.
5160 CALLE BELLISIMA,
LAS CRUCES, NM 88011
P: (575) 650-3696
CONTACT: DAN LILLEY

MECHANICAL & PLUMBING ENGINEER

LUCIO GARCIA, PE
lucio@lmg-engineering.com
P: (575) 642 - 4615

ARCHITECT:

DESERT PEAK ARCHITECTS, P.C.

311 N. MAIN STREET
LAS CRUCES, NM 88001
P. (575) 528 - 0021
CONTACT: RICHARD HAAS

B

A

VICINITY MAP

RAICES DEL SABER XINACHTLI
CHARTER SCHOOL

2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

DESIGN CODES

2009 IEBC
2009 IBC/IFC
2009 NEW MEXICO COMMERCIAL BUILDING CODE
2009 UPC/UMC
2011 NEC
2017 NMEC
2009 IECC
2009 IFC

MATERIAL LEGEND

CUT (SECTION)

CONCRETE
EARTH
RIGID INSULATION
BATT INSULATION
WOOD BLOCKING
SPRAYED INSULATION

PROJECTION (PLAN / ELEVATION)

MEMBRANE ROOFING
STUCCO
EXISTING WALL TO REMAIN
NEW WALL

ALTERNATE SCHEDULE

1.

ALTERNATE #1: OPERABLE PARTITION, WESTERN WING WALL AND HEADER SUPPORT BRACING (NOTE: PROVIDE CONTINUOUS ACOUSTIC CEILING TILE IN KINDERGARTEN AREA WITHOUT 8'-0" BULKHEAD AS SHOWN ON DRAWINGS)

2.

ALTERNATE #2: RE-STAIN EXISTING CONCRETE FLOORS WHERE INDICATED ON THE FINISH SCHEDULE (BASE BID: VINYL ENHANCED TILE)

3.

ALTERNATE #3: PROVIDE CERAMIC FLOOR TILE WHERE INDICATED ON THE FINISH SCHEDULE (BASE BID: VINYL ENHANCED TILE)

SYMBOL LEGEND

ELEVATION SYMBOLS

REFERENCE KEYNOTE SYMBOL

BUILDING SECTION SYMBOL

WALL SECTION SYMBOL

WINDOW / DOOR TAG SYMBOLS

101 DOOR TAG

1t WINDOW TAG

WALL TAG SYMBOL

ROOM TAG SYMBOL

Room name

101 ROOM NUMBER

1,234 SF AREA

CEILING TAG SYMBOL

CH= 1'-0"

HEIGHT INDICATION (ABOVE RESPECTIVE FLOOR LEVEL ELEVATION)

DETAIL SYMBOL

DETAIL

1 SIM

A101

SHEET NUMBER

SPOT DIMENSIONS

0'-0"

HEIGHT INDICATION (ABOVE RESPECTIVE GROUND FLOOR LEVEL ELEVATION)

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G003 ACCESSIBLE MOUNTING HEIGHTS
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E601 ELECTRICAL DETAILS
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E603 PANEL SCHEDULES

TO BE UPDATED

RAICES DEL SABER XINACHTLI
CHARTER SCHOOL

2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

03.20.2019

PROJECT NO.
434-01

SHEET TITLE
COVER SHEET

SHEET NO.
G001

FIRE PROTECTION GENERAL NOTES

- A. THE FIRE PROTECTION SYSTEM IS DESCRIBED IN THESE DOCUMENTS AS A PERFORMANCE SPECIFICATION ONLY. FIRE PROTECTION INFORMATION INCLUDED ON ALL DOCUMENTS INCLUDING PLANS AND SPECIFICATIONS ARE PROVIDED FOR INFORMATION ONLY AND SHALL NOT BE CONSIDERED DETAILED CONSTRUCTION DOCUMENTS. ACTUAL DISIGN OF THIS SYSTEM (INCLUDING MODIFICATIONS AND UPGRADES TO THE FIRE SUPPRESSION AND FIRE ALARM SYSTEMS) SHALL BE THE RESPONSIBILITY OF THE FIRE PROTECTION SUB-CONTRACTOR/DESIGNER.
- B. THE TERMS "FIRE RISER" AND "F.D.c." ARE GENERIC IN NATURE WITHIN THE FIRE PROTECTION DIAGRAM AND INDICATE A POINT OF ENTRY FOR FIRE PROTECTION WATER INTO THE SYSTEM. RISERS AND/OR F.D.C.'S AS DEFINED BY NFPA GUIDELINES SHALL BE DETERMINED BY THE FIRE PROTECTION SUB-CONTRACTOR/DESIGNER WITH APPROVAL FROM THE ENGINEER AND STATE AND LOCAL FIRE MARSHAL.
- C. THE FIRE PROTECTION COMPONENTS AND SYSTEMS COMPLY WITH APPLICABLE CITY, STATE, AND FEDERAL FIRE PROTECTION CODES AND AUTHORITIES. COORDINATION AND APPROVALS BY THESE CODE AUTHORITIES SHALL BE THE RESPONSIBILITY OF THE FIRE PROTECTION CONTRACTOR/DESIGNER.
- D. THE FIRE SPRINKLER CONTRACTOR SHALL COORDINATE ALL WORK WITH THE FIRE ALARM CONTRACTOR.
- E. SIZES ARE NOT SHOWN FOR FIRE PROTECTION PIPE AND FITTINGS. ACTUAL SIZES SHALL BE DETERMINED BY THE FIRE PROTECTION DESIGNER/CONTRACTOR/ENGINEER.
- F. THE FIRE PROTECTION ZONES AND THEIR OCCUPANCY TYPES FOR THIS BUILDING SHALL BE DEFINED BY NFPA 13R. THE FIRE SYSTEM(S) SHALL BE COORDINATED WITH ARCHITECTURAL, STRUCTURAL, AND ALL OTHER TRADES TO PROPERLY PROTECT EACH ZONE TYPE. DESIGNER/SUB-CONTRACTOR SHALL CONFORM TO NFPA AND LOCAL FIRE DEPARTMENT REQUIREMENTS.
- G. HYDRAULIC DESIGN SHALL MAINTAIN A MINIMUM OF A 10 PSI SAFETY FACTOR FROM WATER SUPPLY DATA.
- H. CONTRACTOR SHALL VERIFY EXISTING SYSTEM CONFIGURATION, PIPE ROUTING AND HEAD LOCATIONS. CONTRACTOR SHALL DETERMINE COVERAGE.
- I. ALL NEW HEADS TO MATCH EXISTING.

FIRE ALARM GENERAL NOTES

- A. THE FIRE PROTECTION SYSTEM IS DESCRIBED IN THESE DOCUMENTS AS A PERFORMANCE SPECIFICATION ONLY. FIRE PROTECTION INFORMATION INCLUDED ON ALL DOCUMENTS INCLUDING PLANS AND SPECIFICATIONS ARE PROVIDED FOR INFORMATION ONLY AND SHALL NOT BE CONSIDERED DETAILED CONSTRUCTION DOCUMENTS. ACTUAL DESIGN OF THIS SYSTEM (INCLUDING MODIFICATIONS AND UPGRADES TO THE FIRE SUPPRESSION AND FIRE ALARM SYSTEMS) SHALL BE THE RESPONSIBILITY OF THE FIRE ALARM DESIGNER/ENGINEER.
- B. THE GENERAL SCOPE OF WORK FOR THE FIRE ALARM SYSTEM SHALL CONSIST OF DESIGN AND MODIFICATIONS/UPGRADES TO THE EXISTING FIRE ALARM CONTROL PANEL, DESIGN AND INSTALLATION OF A VOICE/ALARM COMMUNICATION SYSTEM AND THE SELECTIVE DEMOLITION OF THE EXISTING FIRE ALARM SYSTEM.
- C. ALL WORK SHALL BE IN FULL ACCORDANCE WITH THE NFPA REQUIREMENTS AND THE REQUIREMENTS OF THE LOCAL AUTHORITY.
- D. THE FIRE PROTECTION SUB-CONTRACTORS SHALL DESIGN AND INSTALL A VOICE/ALARM COMMUNICATION SYSTEM THAT MEETS THE REQUIREMENTS OF, AND IS INSTALLED IN ACCORDANCE WITH NFPA 72. THE VOICE/ALARM SYSTEM SHALL BE ABLE TO BE USED BY THE USERS OF THE FACILITY AS A PUBLIC ADDRESS OR MASS NOTIFICATION SYSTEM. REFER TO THE FIRE PROTECTION DIAGRAM FOR THE PROPOSED LOCATION OF P/A EQUIPMENT.
- E. THE FIRE ALARM CONTRACTOR SHALL COORDINATE ALL WORK WITH THE FIRE SPRINKLER CONTRACTOR.
- F. EXCEPT AS OTHERWISE SPECIFICALLY NOTED, ALL ELEMENTS OF THE WORK ARE INTENDED TO BE A COMPLETED PRODUCT, WHETHER SPECIFICALLY INCLUDED IN THE CONSTRUCTION DOCUMENTS OR NOT. ALL INCIDENTAL COMPONENTS NECESSARY FOR PROPER CONSTRUCTION (ADHESIVES, SEALANTS, BOND BREAK MATERIAL, ETC.) SHALL BE INCLUDED AND PROPERLY INSTALLED IN THE WORK.
- G. ALL FIRE ALARM SYSTEM WIRING SHALL BE INSTALLED IN 3/4" CONDUIT MINIMUM. CONDUCTORS FOR THE FIRE ALARM DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 70. THE CONDUCTORS SHALL BE INSTALLED IN CONDUIT, JUNCTION BOXES OR OUTLET BOXES WITH CONDUCTORS OF LIGHTING OR POWER SYSTEMS.
- H. THE FIRE ALARMELECTRICAL CONTRACTOR SHALL NOT DRILL OR CUT INTO EXISTING WOOD TRUSSES OR BEAMS.
- I. THE FIRE ALARMELECTRICAL CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING ITEM DAMAGED IN CONJUNCTION WITH ALL WORK. THE FIRE ALARM/ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CORE DRILLING, CUTTING, PATCHING, AND REFINISHING OF EXISTING WALLS, CEILINGS OR FLOORS AS REQUIRED TO PERFORM THE WORK.
- J. CEILING GRIDS SHALL NOT BE REMOVED. THE FIRE ALARM/ELECTRICAL CONTRACTOR SHALL WORK THROUGH GRIDS OF SUSPENDED ACOUSTICAL TILE CEILINGS. CEILING TILES ARE TO BE REMOVED AS NEEDED AND RE-INSTALLED AT THE END OF EACH WORK SHIFT.
- K. PROVIDE ACCESS PANELS AS REQUIRED.

PLUMBING REQUIREMENTS:

(IBC 2015 CHAPTER 29: TABLE 2902.1)					
EDUCATION:					
TOTAL OCCUPANT LOAD (180) = 90 WOMEN 90 MEN					
USE	REQUIRED		PROVIDED		
MEN WOMEN	W.C.	LAV.	W.C.	LAV.	
	2	2	2	2	
	2	2	3	3	
DRINKING FOUNTAINS OCCUPANTS 180	REQUIRED 2		PROVIDED 2		
SERVICE SINK	REQUIRED 1		PROVIDED 1		

CODE REVIEW

MODIFICATIONS TO EXISTING BUILDING ALTERATIONS LEVEL 3

CANGE IN OCCUPANCY: BUSINESS / RESIDENTIAL TO EDUCATIONAL

Per IBC 2015 - 304.1
OCCUPANCY CLASSIFICATION - GROUP E - EDUCATIONAL
OCCUPANT LOAD FACTOR: 20 NET
TOTAL OCCUPANT LOAD: 180

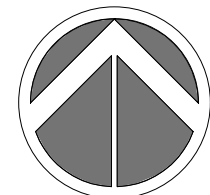
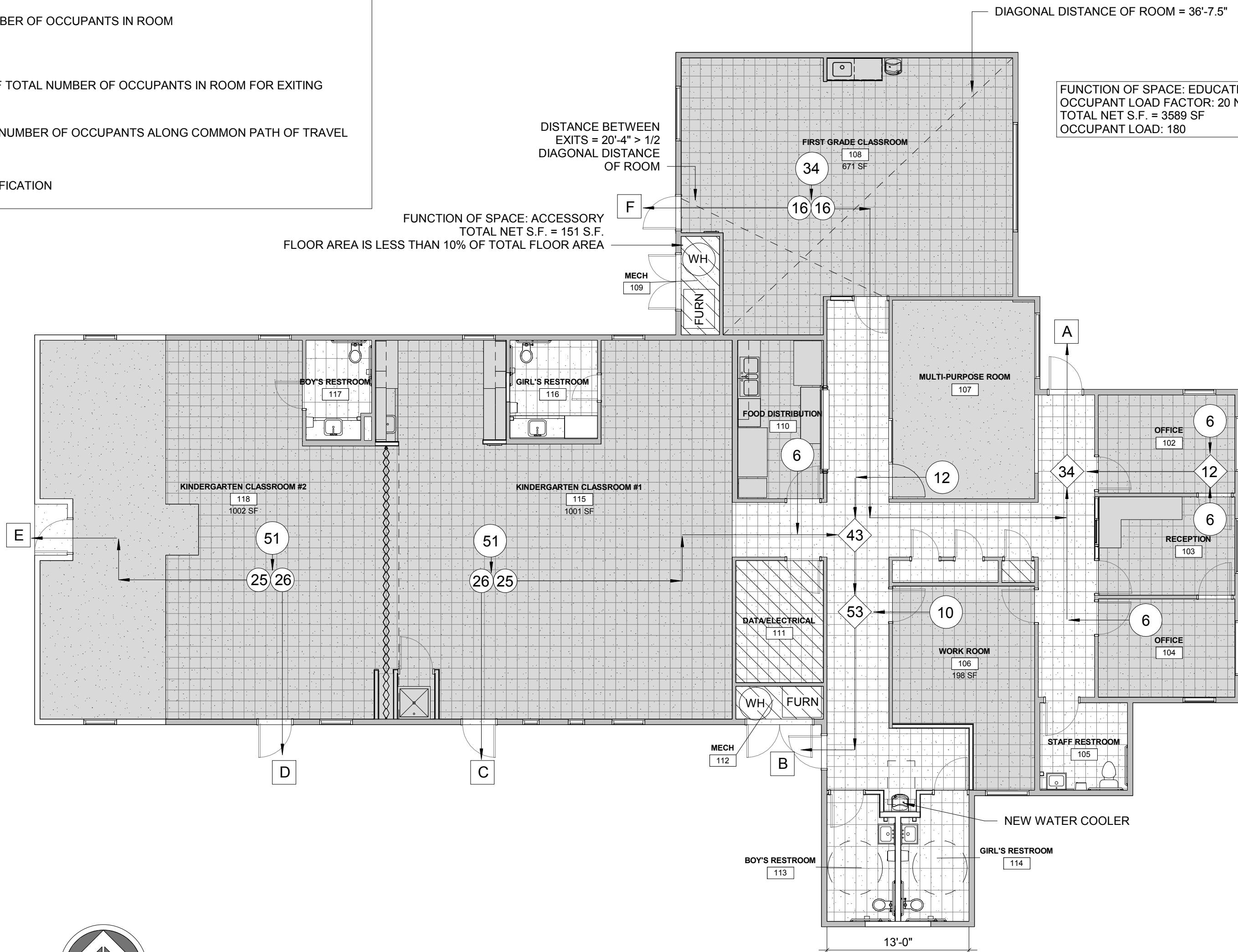
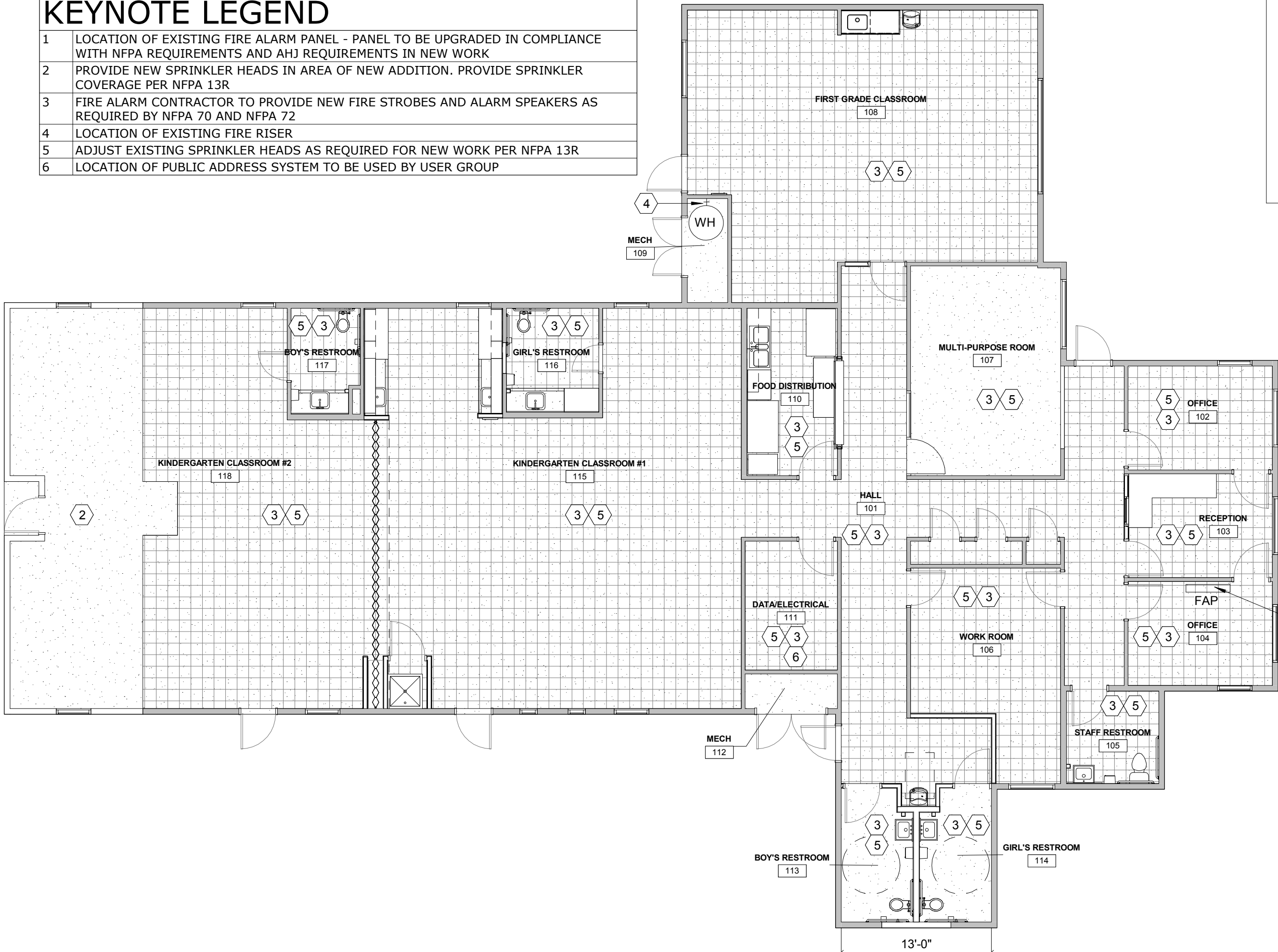
NET S.F. = 4,601 S.F.
GROSS S.F. = 4980 S.F.

KEYNOTE LEGEND

- 1 LOCATION OF EXISTING FIRE ALARM PANEL - PANEL TO BE UPGRADED IN COMPLIANCE WITH NFPA REQUIREMENTS AND AHJ REQUIREMENTS IN NEW WORK.
- 2 PROVIDE NEW SPRINKLER HEADS IN AREA OF NEW ADDITION. PROVIDE SPRINKLER COVERAGE PER NFPA 13R.
- 3 FIRE ALARM CONTRACTOR TO PROVIDE NEW FIRE STROBES AND ALARM SPEAKERS AS REQUIRED BY NFPA 70 AND NFPA 72.
- 4 LOCATION OF EXISTING FIRE RISER.
- 5 ADJUST EXISTING SPRINKLER HEADS AS REQUIRED FOR NEW WORK PER NFPA 13R.
- 6 LOCATION OF PUBLIC ADDRESS SYSTEM TO BE USED BY USER GROUP.

LEGEND

- # TOTAL NUMBER OF OCCUPANTS IN ROOM
- # # DIVISION OF TOTAL NUMBER OF OCCUPANTS IN ROOM FOR EXITING
- # COMBINED NUMBER OF OCCUPANTS ALONG COMMON PATH OF TRAVEL
- A EXIT IDENTIFICATION

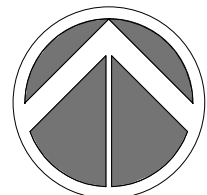


PROJECT NORTH

A1
G002

FIRE PROTECTION DIAGRAM

1/8" = 1'-0"



PROJECT NORTH

A3
G002

LIFE SAFETY DIAGRAM

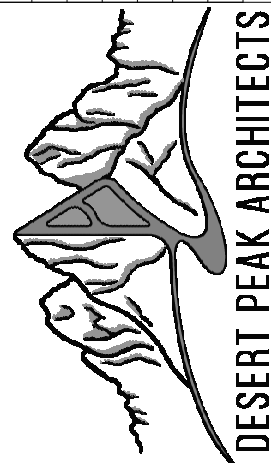
1/8" = 1'-0"

RAICES DEL SABER XINACHTLI

CHARTER SCHOOL

2241 N. VALLEY DRIVE
LAS CRUCES, NM 88007

Description	Date	Mark	Issue
NOT FOR CONSTRUCTION	04/07/2019		



DESERT PEAK ARCHITECTS P.C.
1014 SOUTH MAIN STREET
LAS CRUCES
NEW MEXICO 88005
P. 575.528.0022

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03.20.2019

PROJECT NO.
434-01

SHEET TITLE

CODE REVIEW DATA

SHEET NO.

G002

1

2

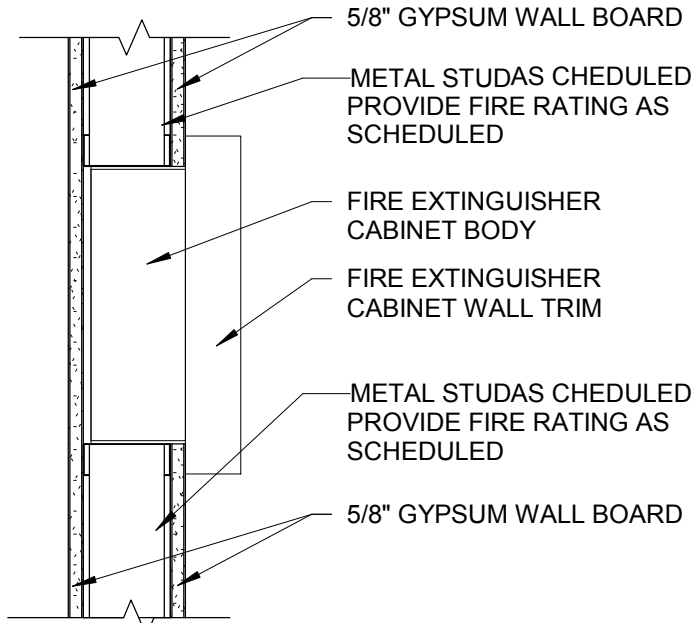
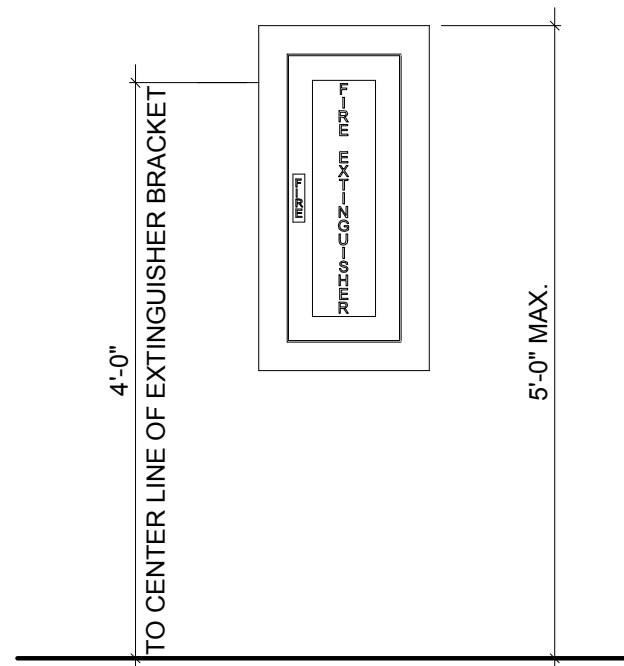
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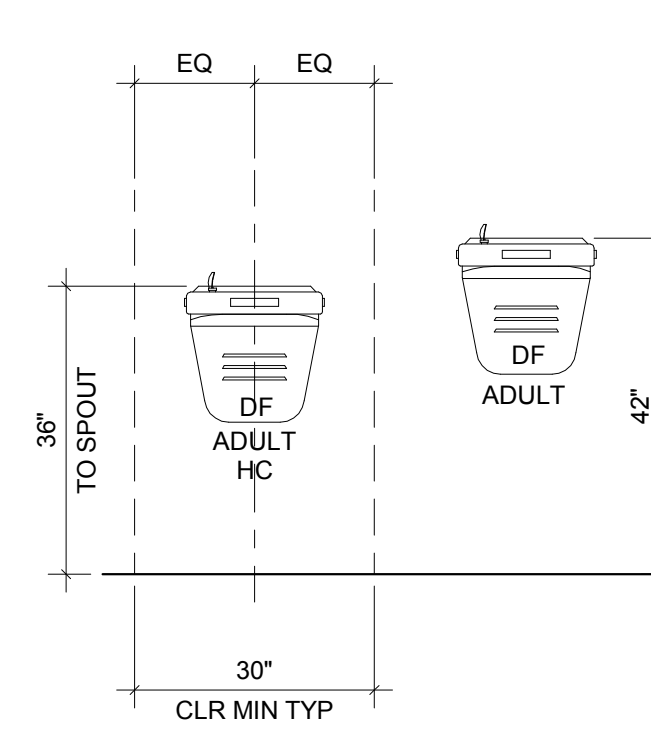
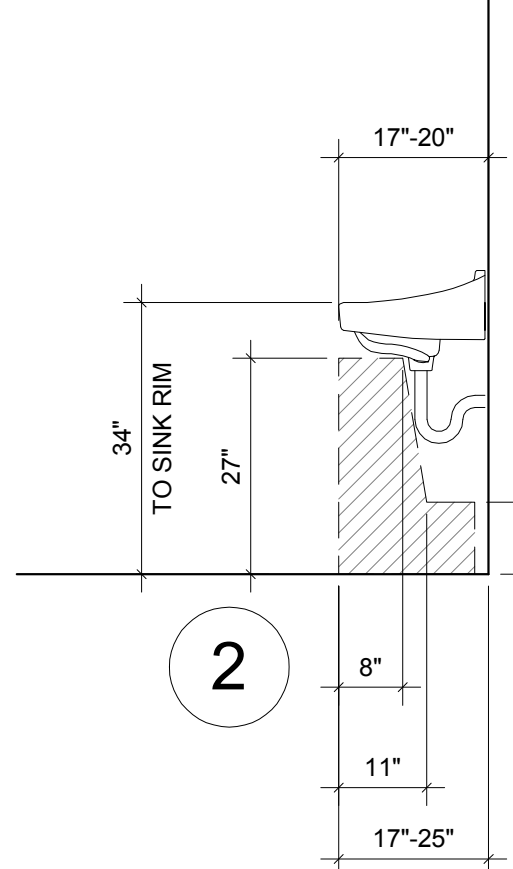
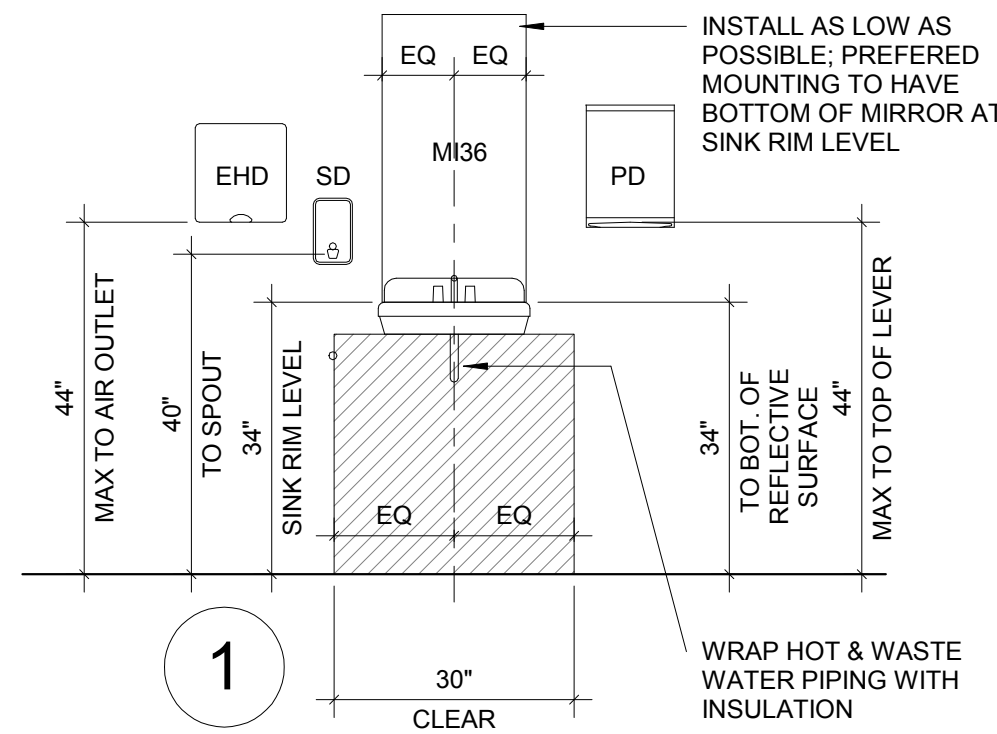
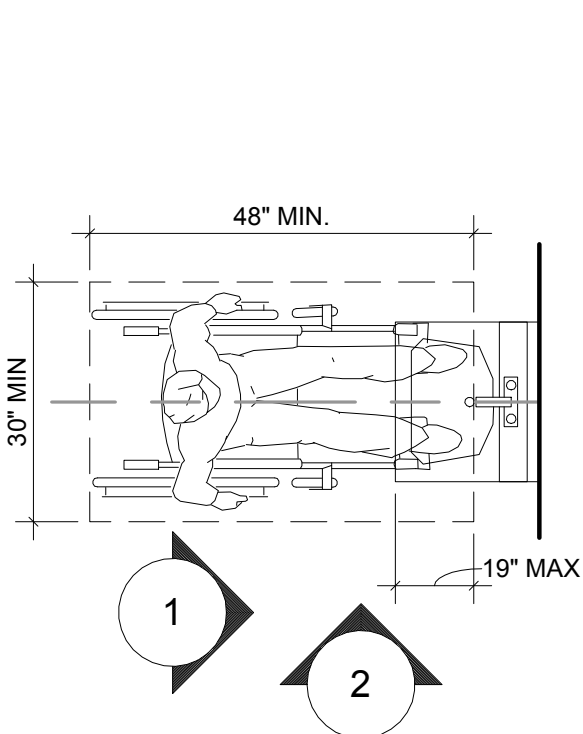
ABBREVIATION LEGEND

RS: ROOM SIGNAGE
RH: ROBE HOOK
SR: SHOWER CURTAIN ROD
TB: TOWEL BAR
SK: SINK
MI: MIRROR
TP: TOILET PAPER DISPENSER
SND: SANITARY NAPKIN DISPOSAL
GB42: GRAB BAR- 42" LONG
GB36: GRAB BAR- 36" LONG
GB18: VERTICAL GRAB BAR - 18" LONG
EHD: ELECTRIC HAND DRYER
SD: SOAP DISPENSER
PD: PAPER TOWEL DISPENSER
DF: DRINKING FOUNTAIN
FE: FIRE EXTINGUISHER
WC: WATER CLOSET
UR: URINAL

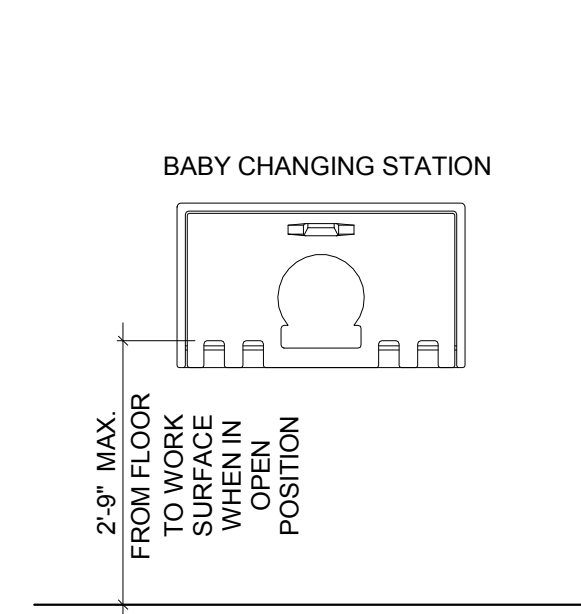
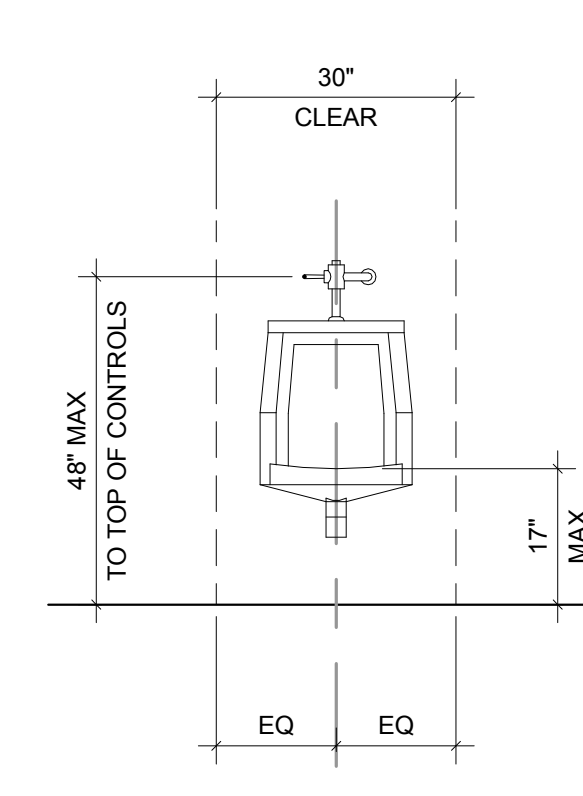
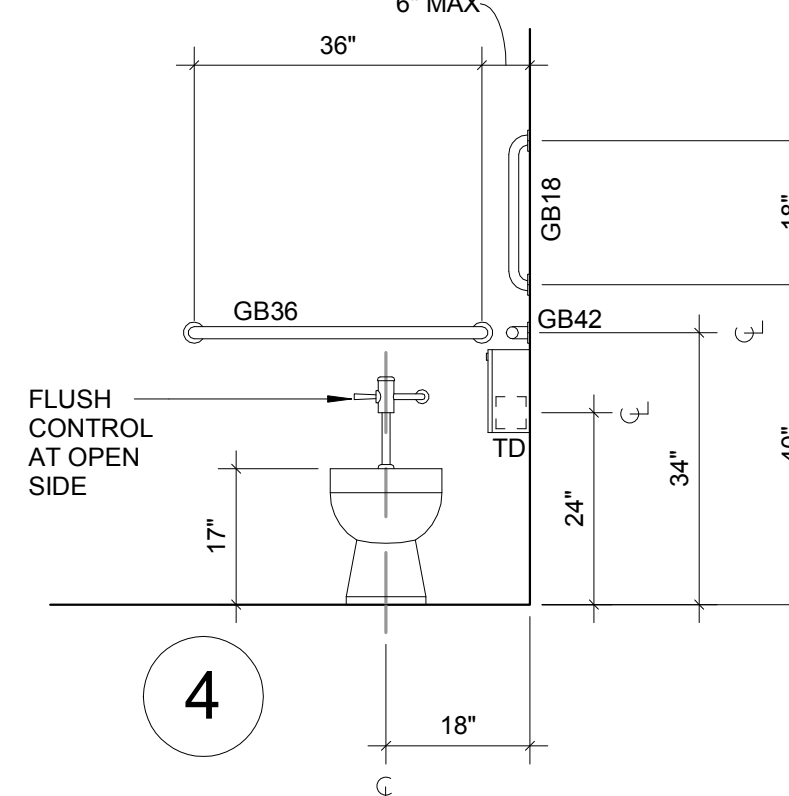
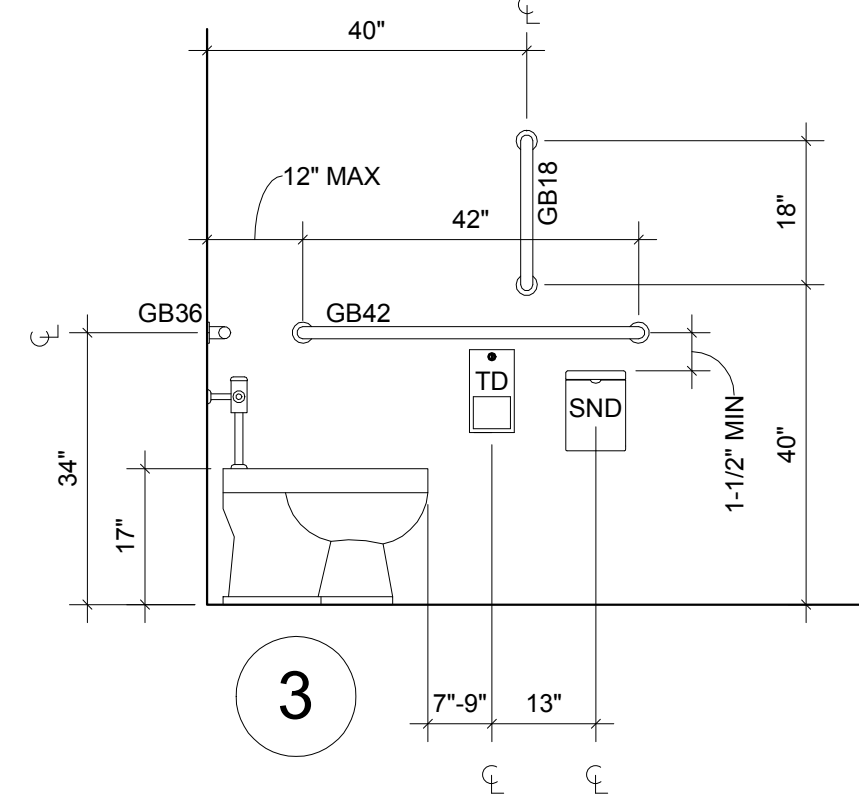
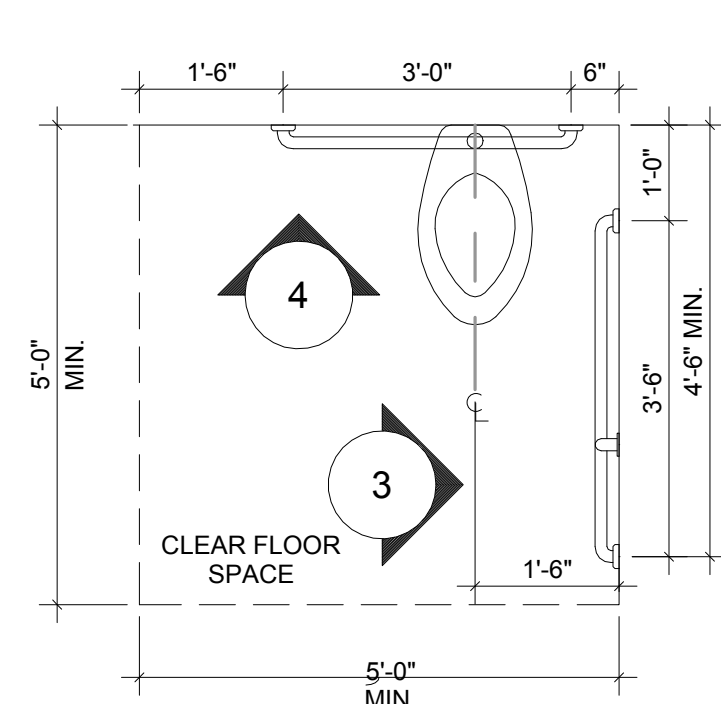
C1
G003 FEC MOUNTING DETAIL
3/4" = 1'-0"

C2
G003 FIRE EXTINGUISHER CABINET DETAIL
1 1/2" = 1'-0"

B



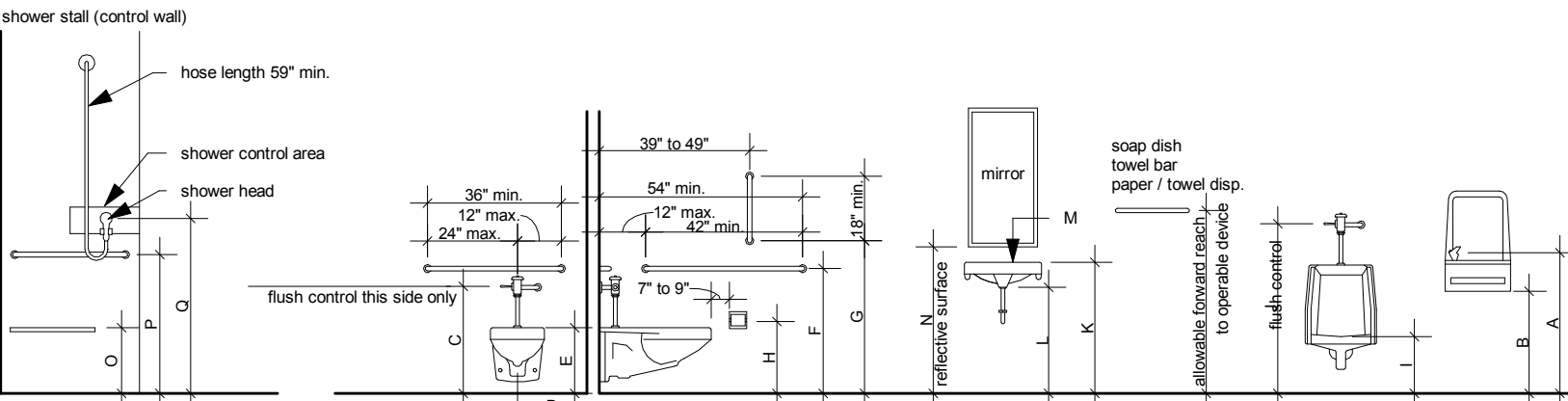
B1
G003 TYPICAL ADA MOUNTING HEIGHTS (ADULT)
1/2" = 1'-0"



A

A1
G003 TYPICAL ADA MOUNTING HEIGHTS (ADULT)
1/2" = 1'-0"

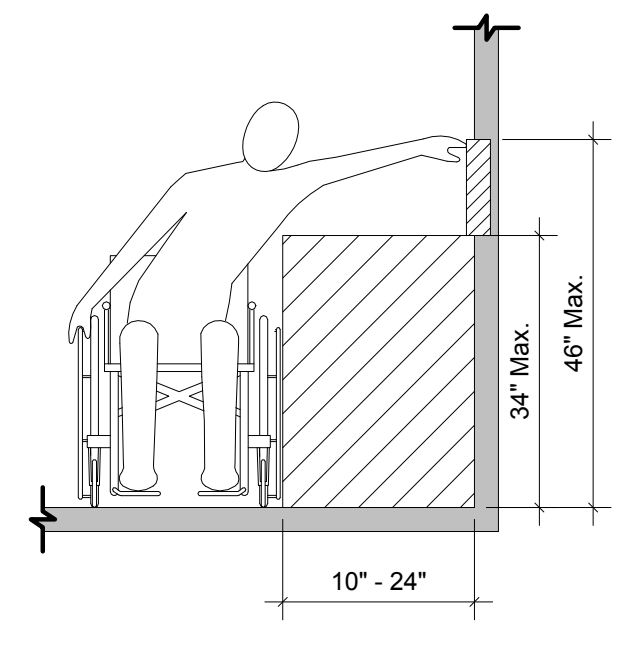
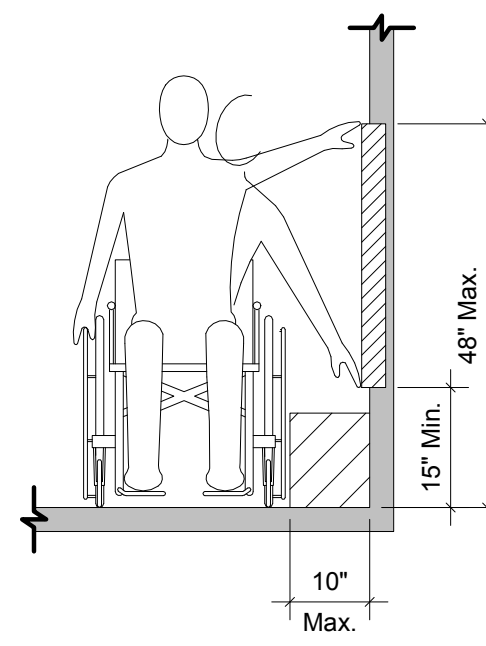
CHILDREN'S MOUNTING HEIGHTS



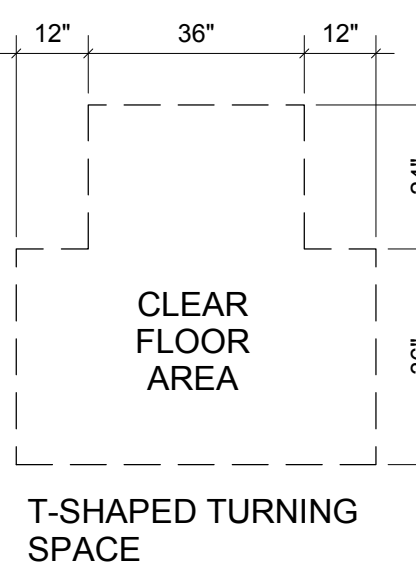
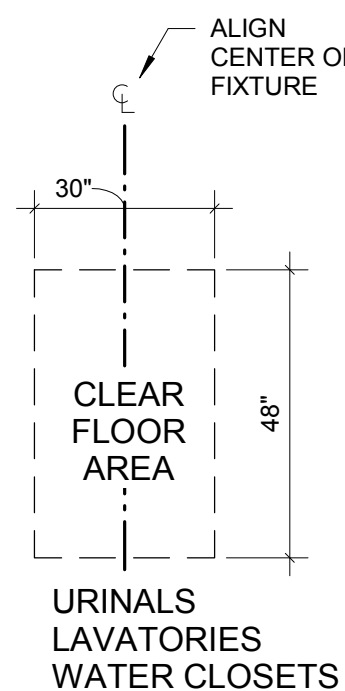
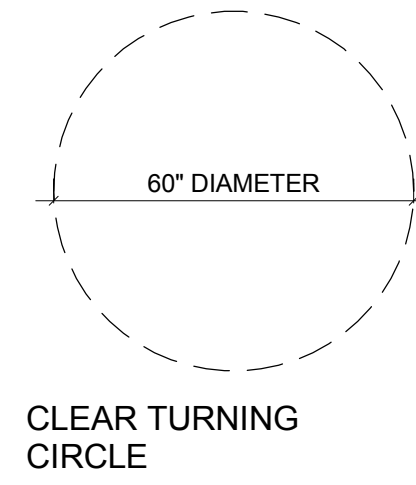
NOTE: This detail is provided only as a guide for the mounting heights of various restroom fixtures. See Floor Plan and Specifications to determine the specific fixtures to be provided.

REFERENCE DIAGRAM ABOVE	PRE-K AGES 3 AND 4	ELEMENTARY SCHOOL AGES 5 THROUGH 8	MIDDLE SCHOOL AGES 9 THROUGH 12	ADULT ACCESSIBLE AGES 13 THROUGH ADULT
FORWARD OR SIDE REACH				
HIGH (MAXIMUM)	36" (915mm)	40" (1015mm)	44" (1120mm)	48" (1220mm)
LOW (MINIMUM)	20" (510mm)	18" (455mm)	16" (405mm)	15" (380mm)
DRINKING FOUNTAINS & WATER COOLERS				
A SPOUT HEIGHT TO OUTLET	30" MAX (762mm)	30" MAX (762mm)	32" MAX (813mm)	36" MAX (915mm)
B KNEE CLEARANCE (HEIGHT)	24" MAX (610mm)	24" MAX (610mm)	26" MAX (660mm)	27" MAX (686mm)
WATER CLOSETS				
C FLUSH CONTROL	36" MAX (915mm)	36" MAX (915mm)	36" MAX (915mm)	36" MAX (915mm)
D CENTERLINE	12" MAX (305mm)	12" TO 15" (305 TO 380mm)	15" TO 18" (380 TO 455mm)	16" TO 18" (405 TO 455mm)
E TOILET SEAT HEIGHT	11" TO 12" (280 TO 305mm)	12" TO 15" (305 TO 380mm)	15" TO 17" (380 TO 430mm)	17" TO 19" (430 TO 485mm)
F HORIZONTAL GRAB BAR HEIGHT	45" TO 51" (1143 TO 1295mm)	51" TO 63" (1295 TO 1600mm)	63" TO 68" (1600 TO 1727mm)	68" TO 72" (1727 TO 1829mm)
G VERTICAL GRAB BAR HEIGHT	21" TO 30" (533 TO 762mm)	39" TO 41" (990 TO 1040mm)	39" TO 41" (990 TO 1040mm)	39" TO 41" (990 TO 1040mm)
H DISPENSER HEIGHT	14" (355mm)	14" (355mm)	15" TO 17" (380 TO 430mm)	15" TO 17" (380 TO 430mm)
URINALS				
I TOP OF RIM	14" MAX (355mm)	14" MAX (355mm)	14" MAX (355mm)	17" MAX (430mm)
J FLUSH CONTROL	30" MAX (762mm)	30" MAX (762mm)	36" MAX (915mm)	44" MAX (1120mm)
LAVATORIES AND SINKS				
K RIM OR COUNTER SURFACE	22" MAX (559mm)	31" MAX (797mm)	31" MAX (797mm)	34" MAX (865mm)
L KNEE CLEARANCE	NONE REQUIRED W/ PARALLEL APPROACH	24" MAX (610mm)	24" MAX (610mm)	27" MAX (686mm)
M TO FAUCETS FROM FRONT EDGE OF LAVATORIES	14" MAX (355mm)	14" MAX (355mm)	20" MAX (510mm)	38" MAX (965mm)
MIRRORS				
NOTE: IF MIRRORS PROVIDED, 1 MUST BE FULL HEIGHT FROM 18" AFS. TO 74" (MIN.) HIGH W/ 30"x48" FRONT APPROACH SPACE.				
N TO BOTTOM OF REFLECTIVE SURFACE	28" MAX. OR AS LOW AS POSSIBLE (710mm)	34" MAX. OR AS LOW AS POSSIBLE (865mm)	34" MAX. OR AS LOW AS POSSIBLE (865mm)	40" MAX. OR AS LOW AS POSSIBLE (1015mm)
SHOWER STALLS				
O TOP OF SEAT	14" - 15" (355-380mm)	14" - 15" (355-380mm)	15" - 17" (380-430mm)	17" - 19" (430-485mm)
P GRAB BARS	25" - 27" (635-685mm)	28" - 30" (710-762mm)	30" - 32" (762-813mm)	33" - 36" (840-915mm)
Q FAUCETS & OTHER CONTROLS	36" MAX (915mm)	40" MAX (1015mm)	44" MAX (1120mm)	44" MAX (1120mm)

REFERENCES:
*2009 NMAC - TABLE E111
**AMERICAN NATIONAL STANDARD - 2003 (ANSI)



B4
G003 TYPICAL ADA MOUNTING HEIGHTS (ADULT)
1/2" = 1'-0"



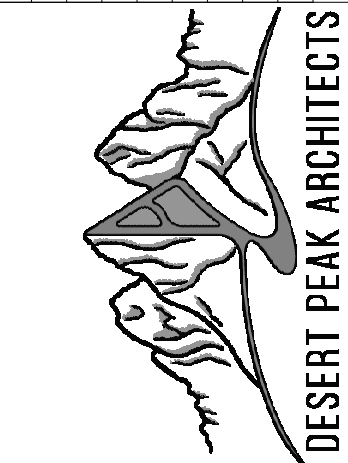
A5
G003 FLOOR AREA DIAGRAM
3/8" = 1'-0"

RAICES DEL SABER XINACHTLI

CHARTER SCHOOL

2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

Mark	Date	Description
04/07/2019	04/07/2019	NOT FOR CONSTRUCTION



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03.20.2019

PROJECT NO.
434-01

SHEET TITLE

ACCESSIBLE
MOUNTING HEIGHTS

SHEET NO.

G003

GENERAL NOTES

- CONTRACTOR SHALL COMPLY WITH ALL IBC, STATE, AND LOCAL BUILDING CODES AND STANDARDS.
- ALL MEASUREMENTS, DIMENSIONS, BEARING MEMBERS, FOOTINGS, SPECIFICATIONS, AND STRUCTURAL, MECHANICAL, ELECTRICAL INTEGRITY OF THIS PROJECT, INCLUDING ALL BUILDING MATERIALS, ARE TO BE CHECKED BY OWNER & CONTRACTOR PRIOR TO CONSTRUCTION & ARE THE RESPONSIBILITY OF THE OWNER & CONTRACTOR.
- THE CONTRACTOR SHALL COMPARE THE STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS AS TO LAYOUT, DIMENSIONS AND ELEVATIONS. ALL DISCREPANCIES, IF ANY, SHALL BE REPORTED TO THE ARCHITECT/ENGINEER FOR PROPER ADJUSTMENT BEFORE PROCEEDING WITH WORK.
- PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL DIMENSIONS BY FIELD MEASUREMENTS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER. ALL CONSTRUCTION SHALL MEET THE 2015 INTERNATIONAL BUILDING CODE.
- IN THE EVENT THAT CERTAIN FEATURES OF THE CONSTRUCTION ARE NOT FULLY SHOWN ON THE DRAWINGS OR CALLED FOR IN THE STRUCTURAL NOTES OR IN THE SPECIFICATIONS, THEN SUCH CONSTRUCTION SHALL BE IN THE SAME CHARACTER FOR SIMILAR CONDITIONS THAT ARE SHOWN OR CALLED FOR.

EXCAVATION-BACKFILLING

- GRADES AS SHOWN ON GRADING PLAN AND ELEVATION DRAWINGS HAVE BEEN PROVIDED BY OTHERS. THE OWNER TAKES NO RESPONSIBILITY FOR DAMAGE TO, OR ADDITIONAL CONSTRUCTION COSTS OF, ANY STRUCTURE FOR WHICH THE RELATIVE POSITION OF THE STRUCTURE TO THE NATURAL FINISH GRADES OF THE BUILDING SITE DIFFER FROM THAT REPRESENTED IN THESE PLANS. CONTRACTOR SHALL INCLUDE ALL OF THE ITEMS OF SITEWORK, INCLUDING DEMOLITION, SITE CLEARING, EXCAVATION, BACKFILL, AND GRADING WORK.
- SOIL INVESTIGATION REPORT AND TEST ARE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR. OWNER/CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARING AND EARTHWORK OPERATIONS FOR FILLED EXCAVATIONS OR BURIED STRUCTURES SUCH AS SEPTIC TANKS, LEACH FIELDS, CISTERNS, FOUNDATIONS, ETC.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPORT OF ALL TEMPORARY EMBANKMENTS AND EXCAVATIONS. EXCAVATION FOR FOOTINGS AND CONCRETE PADS SHALL BE BELOW ALL ORGANIC MATERIAL. REMOVE ALL LOOSE MATERIAL. PRIOR TO FOOTING PLACEMENT.
- A QUALIFIED SOILS ENGINEER SHALL INSPECT THE OPEN EXCAVATION TO VERIFY THE BEARING MATERIAL.
- WATERPROOFING, MOISTURE BARRIER, AND INSULATION IS COMPLETED PER OWNER AND CODE SPECIFICATIONS.
- BACKFILL SHALL BE PLACED IN 6-INCH MAXIMUM LIFTS AND COMPACTED TO A MINIMUM DENSITY OF 95% (UNDER SLAB-ON-GRADE AND PAVEMENT) AND 90% (ELSEWHERE) OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT OR AS DETERMINED BY SOILS ENGINEER.
- FINISH GRADING: FINAL SURFACE GRADES ADJACENT TO THE BUILDING SHALL PROVIDE FOR POSITIVE DRAINAGE AWAY FROM THE BUILDING AND ITS STRUCTURAL COMPONENTS. FINISH GRADE SHALL SLOPE AWAY A MINIMUM OF 12" IN THE FIRST 10'-0", U.N.O. ON GRADING PLAN.
- THE PLASTICITY INDEX OF THE MINUS #40 SIEVE PORTION SHOULD NOT EXCEED TWELVE (12).
- ALL SURFACES TO RECEIVE COMPACTED SOIL SHALL FIRST BE PREPARED BY SCARIFYING EIGHT (8) INCHES. THE SURFACE SHALL THEN BE BROUGHT TO A MOISTURE CONTENT BETWEEN 2% BELOW OPTIMUM AND 2% ABOVE OPTIMUM AND COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY (ASTM D-1557).
- AFTER THE SURFACE HAS BEEN PREPARED THE NEW FILL OR BACKFILL MATERIAL SHALL BE PLACED IN UNIFORM LIFTS TO THE APPROPRIATE GRADE. ALL LIFTS OF MATERIAL SHALL BE PLACED IN A MANNER SUCH THAT THE COMPACTED THICKNESS DOES NOT EXCEED (8) INCHES.
- ALL CONCRETE SHALL HAVE A MINIMUM OF TWENTY-FOUR (24) INCHES OF COMPACTED FILL BENEATH THE BOTTOM OF CONCRETE. THE FILL SHALL EXTEND A MINIMUM OF EIGHTEEN (18) INCHES BEYOND THE EDGES OF FOOTINGS.
- GRANULAR FILL SHOULD BE CLEAN, FREE OF ORGANIC MATERIAL, CLAY LUMPS, UNIFORMLY GRADED MATERIAL AND SHOULD HAVE NO PARTICLES GREATER THAN ¾ INCHES, 15 TO 55 PERCENT PARTICLE SIZES PASSING THE NO. 4 SIEVE AND BETWEEN 3 TO 12 PERCENT PARTICLE SIZES PASSING THE NO. 200 SIEVE.
- SHOULD FILL BE REQUIRED IT SHALL MEET THE FOLLOWING CRITERIA:

	SIEVE	% PASSING
	3"	100
#4	¾"	70-90
#200	15-35	

CONCRETE FORM MATERIALS/WORK

- EXPPOSED CONCRETE SURFACES: PANEL-TYPE TO PROVIDE CONTINUOUS, STRAIGHT, SMOOTH FINISH. USE LARGEST PRACTICAL SIZES TO MINIMIZE FORM JOINTS.
- UNEXPPOSED CONCRETE SURFACES: SUITABLE MATERIAL, DRESSED ON AT LEAST 2 EDGES AND ONE SIDE FOR TIGHT FIT.
- DESIGN, FABRICATION, INSTALLATION, AND REMOVAL OF CONCRETE FORMWORK IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- FOOTINGS SHALL BE PLACED AT A DEPTH TO CONFORM TO LOCAL CODES OR AS SPECIFIED IN THE DRAWINGS.
- BEAR ON FIRM, UNDISTURBED, NON-ORGANIC SOIL, OR ON FILL COMPACTED TO 95% OF MAXIMUM DENSITY BASED ASTM D1557.
- FOOTINGS MAY BE POURED NEAT AGAINST SIDE OF EXCAVATION ONLY IF APPROVED BY OWNER AND/OR BUILDING OFFICIAL.
- FOOTINGS AND SLABS-ON-GRADE SHOULD NOT BE PLACED ON MUDDY OR FROZEN GROUND.
- BEAM POCKETS: BEAM POCKETS IN CONCRETE WALLS ARE TO HAVE 1/2" AIR SPACE AROUND BEAM SIDE AND END AND 4" BEARING (MIN.).

NOTES:

- USE 36" DOWELS WHERE NEW FOOTING IS IN LINE W/ EXISTING FOOTING
 - USE 18" DOWELS WHERE NEW FOOTING IS ADJACENT TO EXISTING FOOTING
- ELASTOMERIC OR POLY SEALANT

1" EXPANSION MATERIAL

1/2"x18" DOWELS @ 24" O.C.; EPOXY INTO EXISTING CONCRETE AND SLEEVE OR LUBRICATE IN NEW CONCRETE

A1 S101 CONNECTION TO EXISTING FOUNDATION DETAIL
3" = 1'-0"

8" SCARIFIED AND RECOMPACTED

A2 S101 FOUNDATION PLAN
1" = 1'-0"

CONCRETE REINFORCEMENT

- STEEL REINFORCEMENT FOR CONCRETE AND MASONRY CONSTRUCTION SHALL BE DESIGNED, MANUFACTURED, DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318) AND "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" (ACI 315).
- ALL REINFORCEMENT SHALL BE NEW, DEFORMED BILLET STEEL CONFORMING TO ASTM A615, GRADE 40.
 - TIES, STIRRUPS, AND HOOPS SHALL CONFORM TO ASTM A615, GRADE 40.
 - REINFORCEMENT SHALL NOT BE BENT IN THE FIELD UNLESS THE BARS ARE TYPICALLY OF SIZES #4, #5 OR #6 AND CONFORM TO ASTM A615, GRADE 40.
 - REINFORCEMENT SHALL BE BENT COLD AND SHALL NOT BE WELDED. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 AND BE IN AS LONG LENGTHS AS PRACTICAL. REINFORCEMENT IN CONCRETE AND MASONRY SHALL HAVE LAP LENGTHS AS FOLLOWS, UNLESS OTHERWISE SPECIFIED IN DRAWINGS:

BAR SIZE	LENGTH IN CONCRETE	LENGTH IN MASONRY
#3	1'-6"	
#4	2'-0"	
#5	2'-6"	
#6	3'-4"	

IF UNSPECIFIED, LAP LENGTH EQUALS 36 BAR DIAMETERS

D. WELDED WIRE FABRIC SHALL BE LAPPED ONE GRID WIDTH PLUS 2".

E. REINFORCEMENT SHALL BE ACCURATELY PLACED AND ADEQUATELY SUPPORTED BY CONCRETE, METAL, OR OTHER APPROVED CHAIRS, SPACERS, OR TIES, AND SECURED AGAINST DISPLACEMENT DURING CONCRETE OR GROUT PLACEMENT TACK WELDING IS NOT ALLOWED. EXCEPT WHERE SHOWN OTHERWISE ON STRUCTURAL DRAWINGS, REINFORCEMENT IN CONCRETE SHALL HAVE CONCRETE COVER AS FOLLOWS:

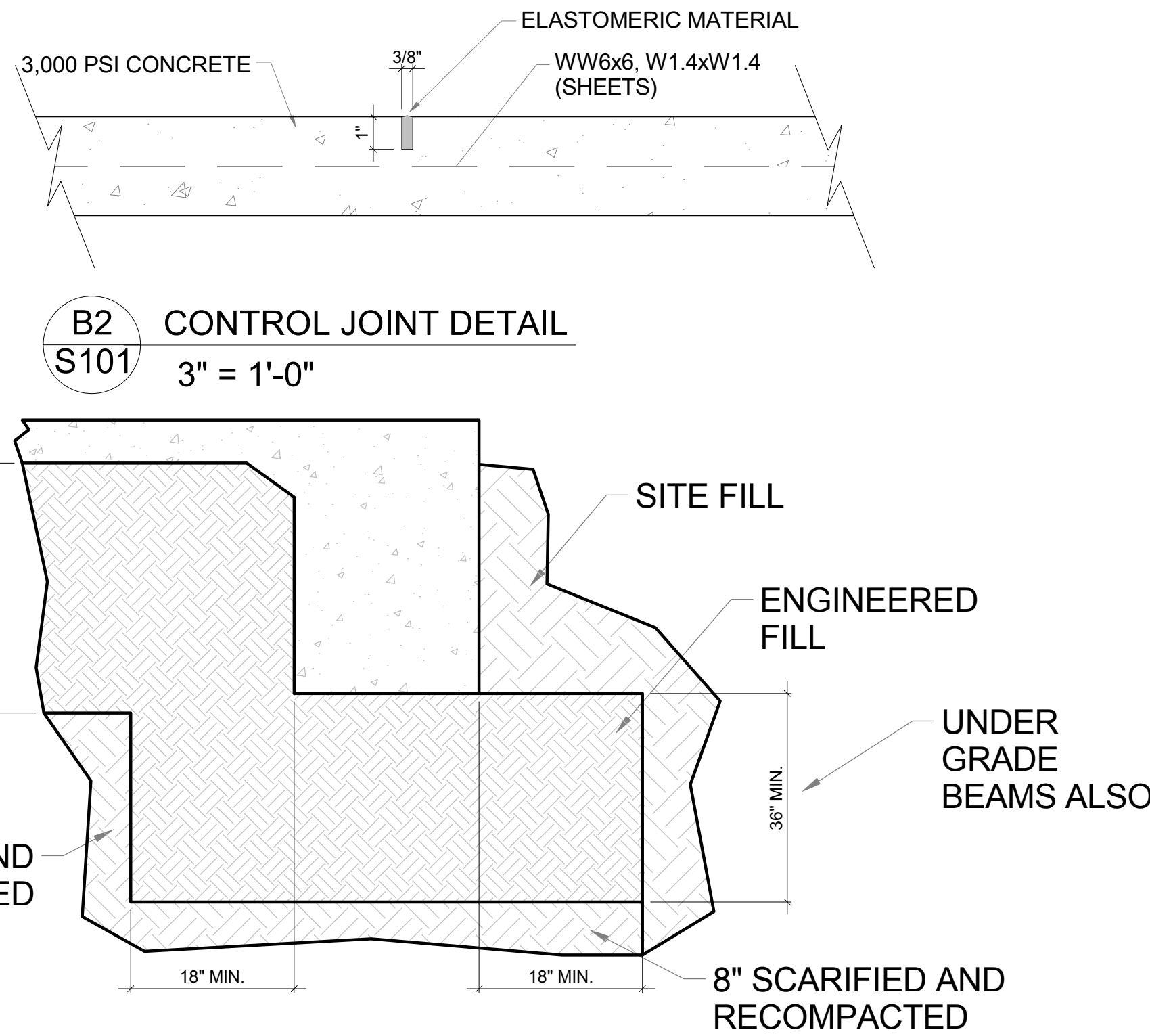
CONCRETE DEPOSITED AGAINST EARTH	3"
FORMED CONCRETE AGAINST EARTH	2"
EXTERIOR FACES OF WALLS	2"
INTERIOR FACES OF WALLS	3/4"
TO TOP SLAB-ON-GRADE	3/4"

F. REINFORCEMENT IN ALL FOOTINGS AND MASONRY WALLS SHALL BE CONTINUOUS AROUND CORNERS OR CORNER BARS PROVIDED.

G. EXCEPT WHERE DETAILED ON STRUCTURAL DRAWINGS, REINFORCEMENT SHALL NOT BE DISPLACED OR CUT TO PROVIDE CLEARANCE FOR PENETRATIONS, INSERTS OR EMBEDMENTS.

CAST-IN-PLACE CONCRETE

- CONCRETE DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI), RECOMMENDED PRACTICE, FOR CONCRETE FORMWORK: (ACI), "RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE" (ACI) AND "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318).
- CONCRETE SHALL HAVE MINIMUM 28-DAY FIELD CURED COMPRESSIVE STRENGTH OF 3000 PSI UNLESS OTHERWISE SPECIFIED.
- ADMIXTURES CONTAINING CHLORIDE SALTS SHALL NOT BE USED.
- MATERIALS FOR CONCRETE:
 - PORTLAND CEMENT - ASTM C494, TYPE AS REQUIRED.
 - AGGREGATES- ASTM C33.
 - WATER- POTABLE, CLEAN, FREE OF OILS, ACIDS, ALKALI, AND ORGANIC MATTER.
 - AIR ENTRAINING ADMIXTURE - ASTM C260.
 - WATER-REDUCING ADMIXTURE - ASTM C494, TYPE A.
- MEMBRANE-FORMING CURING COMPOUND: ASTM C309, TYPE 1; HUNT PROCESS CO. 225-TU, OR MADDEN "PERMASHIELD 71" OR EQUIVALENT.
- CONCRETE SHALL BE OF "READY-MIXED CONCRETE" AND SHALL CONFORM TO ASTM C94. MIX DESIGN ALTERNATE NO. 2.
- AT TIME OF PLACEMENT CONCRETE SHALL HAVE A SLUMP OF 4" MAXIMUM PER ASTM C143.
- ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED DURING PLACEMENT USING A MECHANICAL VIBRATOR.
- CONCRETE, WHEN PLACED, SHALL HAVE A TEMPERATURE BETWEEN 50 DEGREES F AND 70 DEGREES F. TEMPERATURE OF CONCRETE DURING MIXING OR TRANSPORTATION SHALL NEVER BE LOWER THAN 40 DEGREES F NOR HIGHER THAN 90 DEGREES F.
- ACI 306: DURING COLD WEATHER (AMBIENT TEMPERATURE BELOW 40 DEGREES F.) CONTRACTOR SHALL MAINTAIN CONCRETE AT A MINIMUM TEMPERATURE OF 50 DEGREES F FOR 3 DAYS AND ABOVE 32 DEGREES F FOR 14 DAYS FOLLOWING ITS PLACEMENT.
- ACI 305: DURING HOT WEATHER (AMBIENT TEMPERATURE ABOVE 60 DEGREES F.) CONTRACTOR SHALL MINIMIZE TEMPERATURE AND SHRINKAGE CRACKING OF CONCRETE.
- MEMBRANE CURING COMPOUNDS CONFORMING TO ASTM C309, SHALL BE PROVIDED ON ALL HORIZONTAL SLAB SURFACES IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTION.
- CONCRETE SHALL BE CONVEYED AND DEPOSITED IN ACCORDANCE WITH RECOMMENDATIONS OF ACI 614.
- EXPANSION CONTROL: PROVIDE CONTROL JOINTS IN ALL SLABS ON GRADE AT 25 FEET ON CENTER EACH WAY MAXIMUM. PROVIDE HEAVY (3/4") TOOLED JOINTS 5 FEET ON CENTER AND 1/2" IMPREGNATED CELOTEX-BRAND OR OTHER PREMOLED EXPANSION JOINTS AT 30 FEET ON CENTER IN ALL EXTERIOR WALKS AND SLABS OR AS REQUIRED PER FOUNDATION ENGINEER.
- FINISHED GRADING FOR SLABS-ON-GRADE WHERE POLY VISQUEEN VAPOR BARRIERS ARE NOT BEING USED SHOULD BE DAMP AT TIME OF CONCRETE PLACEMENT.



USE THIS DETAIL FOR SUBGRADE PREP IF NO GEOTECHNICAL REPORT HAS BEEN PREPARED FOR THIS SITE

A4 S101 TYPICAL FOOTING DETAIL
1" = 1'-0"

WOOD FRAMING AND LUMBER

- THE EXTENT OF WOOD FRAMING AND LUMBER IS SHOWN ON THE DRAWINGS AND INCLUDES ALL PLYWOOD, FRAMING MEMBERS SHEATHING AND WOOD TRUSSES, INCLUDING ALL NAILS, SCREWS, BOLTS AND OTHER SIMILAR ITEMS NOT SPECIFICALLY DESCRIBED BUT REQUIRED TO COMPLETE THE PROJECT. THE FOLLOWING IS A LIST OF MINIMUM REQUIREMENTS FOR SELECTED ITEMS TO BE FURNISHED AND IS INTENDED TO ESTABLISH THE STANDARDS OF QUALITY FOR THE MATERIALS ON THIS PROJECT:
 - ALL LUMBER ON THIS PROJECT SHALL MEET THE REQUIREMENTS SHOWN IN THE "TIMBER CONSTRUCTION STANDARDS" BY AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC) AND THE CRITERIA SHOWN BELOW, UNLESS NOTED OTHERWISE ON PLANS (U.N.O.):

HORIZONTAL AND VERTICAL FRAMING MEMBERS:
HEM FIR (#1 GRADE & BETTER), E = 1,500,000 PSI, Fb = 1,050 PSI, Ft = 700 PSI, Fc = 1,350 PSI, Fv = 75 PSI

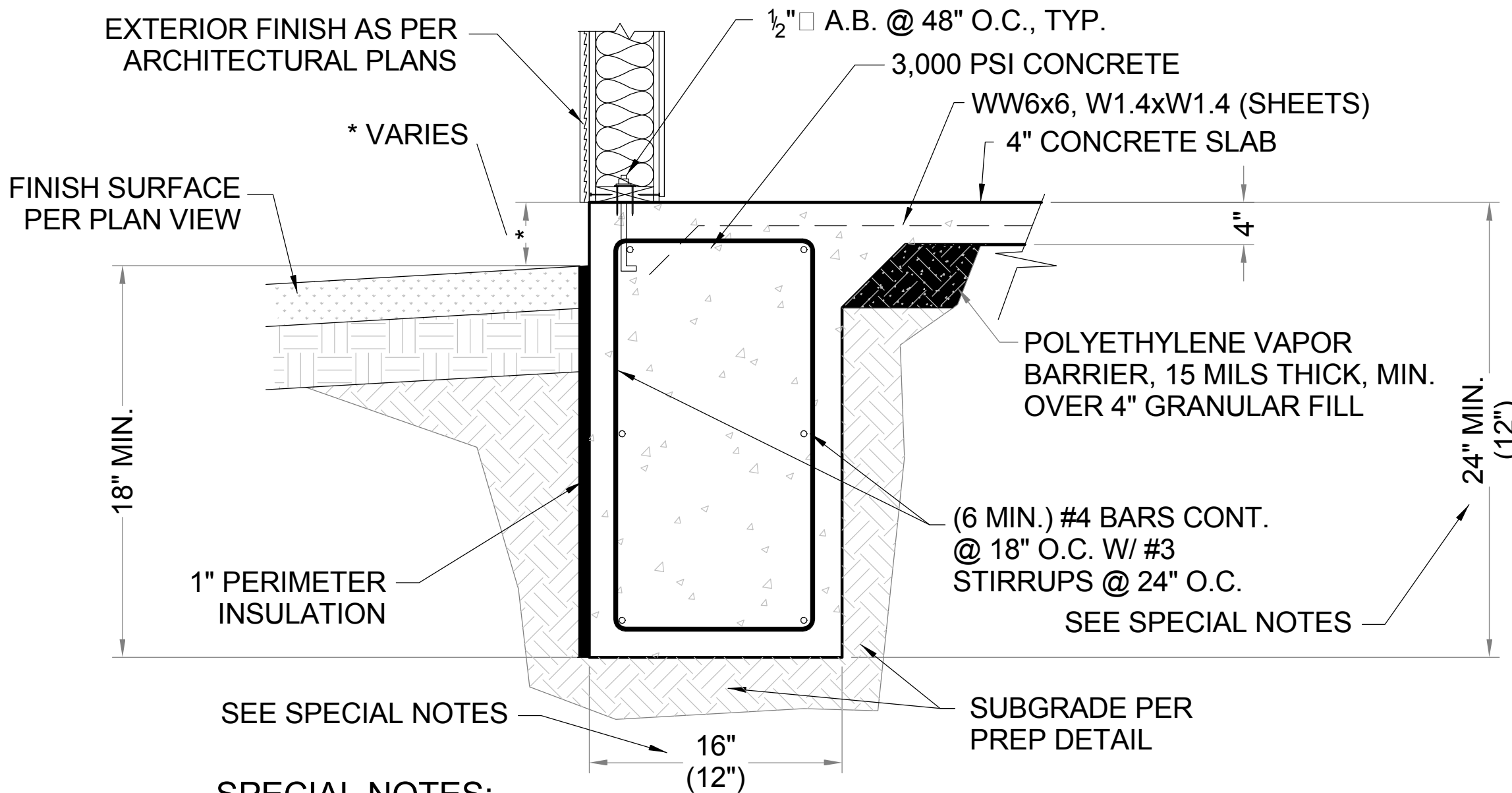
PLYWOOD:
1. SHEATHING: A P A. GRADE STAMP, 24/16 STRUCTURAL II, EXPOSURE 1, GROUP 1, PLYWOOD OR OSB
2. ROOF SHEATHING: ¾" MIN. PLYWOOD OR OSB
3. DIAGONAL WIND BRACING: SHALL BE PLACED AT EACH CORNER USING ¾" OSB/PLYWOOD FASTENED WITH 10d AT 6" O.C. AT PERIMETER AND 12" O.C. AT INTERMEDIATE SUPPORTS. ALL PARTY WALLS "SIMPSON" WB X BRACING SHALL BE INSTALLED, FASTENED TO EACH STUD WITH 1 - 8d NAILS AND FASTENED TO EACH END WITH 3 - 16d NAILS.
4. PANEL SUBFLOORING: PANEL THICKNESS = ¾", NAIL SIZE & TYPE = 8d COMMON, SUPPORT PANEL EDGES = 6, INTERMEDIATE SUPPORTS = 12. PLYWOOD SHALL BE ATTACHED TO JOIST AS PER APA GLUE FLOOR SYSTEM.
5. TELEPHONE AND MISCELLANEOUS BACKBOARDS: ¾" THICK, AD, GROUP 1, INTERIOR.
- ROUGH HARDWARE:
 - SEAL ITEMS: COMPLY WITH ASTM A-7 OR ASTM A-36. GALVANIZE ALL ITEMS USED AT EXTERIOR LOCATIONS.
 - MACHINE BOLTS: COMPLY WITH ASTM A-307.
 - LAG BOLTS: COMPLY WITH FS FF-B-561. PREBORE HOLES SAME DIAMETER AS ROOT OF THREADS, ENLARGING HOLES TO SHANK DIAMETER FOR LENGTH OF THE SHANK.

OPEN-WEB WOOD TRUSSES

- ALL WOOD TRUSSES SHALL BE FABRICATED USING THE DESIGNED NET AREA PLATING METHOD STANDARDS ESTABLISHED BY THE TRUSS PLATE INSTITUTE (TPI) IN THE "DESIGN SPECIFICATIONS FOR LIGHT METAL PLATE CONNECTED WOOD TRUSSES" AND "QUALITY STANDARD FOR METAL-PLATE CONNECTED WOOD TRUSSES (QST)". BRACE ALL UNITS PER "BRACING WOOD TRUSSES: COMMENTARY AND RECOMMENDATIONS (BTW)" BY TPI. TRUSS JOINTS SHALL BE DESIGNED USING THE NET AREA PLATING METHOD AS SET FORTH IN TPI STANDARDS.
- ALL TRUSSES SHALL BE DESIGNED WITH A FACTOR OF SAFETY OF TWO (2) AND SHALL HAVE THE TOP AND BOTTOM CHORDS SIZED AS SHOWN ON THE DRAWINGS UNLESS DESIGN CONSIDERATIONS REQUIRE LARGER MEMBER TO BE USED. REDUCTION OF MEMBER SIZES IS NOT ALLOWED.
- TRUSS DESIGNS SHALL INCLUDE THE PITCH, SPAN, DESIGN LOADING, ALLOWABLE STRESS INCREASE, DIMENSIONS, AXIAL FORCES ON EACH MEMBER, SIZE AND LOCATION OF CONNECTOR PLATES, SIZE AND SPECIES OF GRADED LUMBER FOR ALL MEMBERS, CAMBER, PERMANENT AND TEMPORARY LATERAL BRACING AS REQUIRED BY DESIGN TO REDUCE BUCKLING, LENGTH OF INDIVIDUAL TRUSS MEMBERS, HANDLING AND ERECTION RECOMMENDATIONS, AND MANUFACTURER'S CERTIFICATION AS REQUIRED TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS.

TRUSS LOADING DESIGN REQUIREMENTS (ROOF):

LIVE LOAD	20 PSF
DEAD LOAD, TOP CHORD	14 PSF
DEAD LOAD, BOTTOM CHORD	9 PSF
SEE FRAMING PLAN FOR HVAC LOADS	



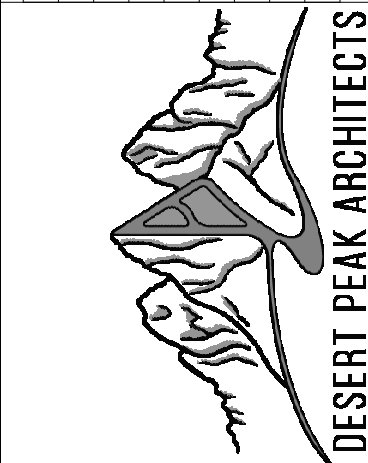
SPECIAL NOTES:

- USE THIS DETAIL WHEN ABUTTING EXISTING FOOTING W/ 12" DEPTH x 12" WIDTH AND ONLY (2) #4 CONT.
- PROVIDE 1" EXPANSION MATERIAL BETWEEN FOOTINGS INSTEAD OF PERIMETER INSULATION.
- PROVIDE 1" DEEP ELASTOMERIC SEALANT ABOVE EXPANSION MATERIAL BETWEEN EXISTING AND NEW FOOTINGS.
- SEE DETAIL 3/S-1.0 FOR DOWELING.

RAICES DEL SABER XINACHTLI

CHARTER SCHOOL

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03.20.2019

PROJECT NO.
434-01

SHEET TITLE

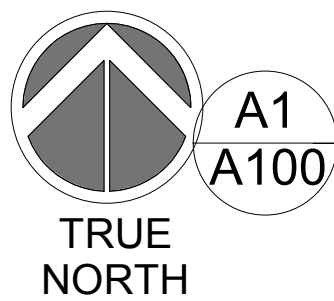
STRUCTURAL NOTES
AND DETAILS

SHEET NO.

S101



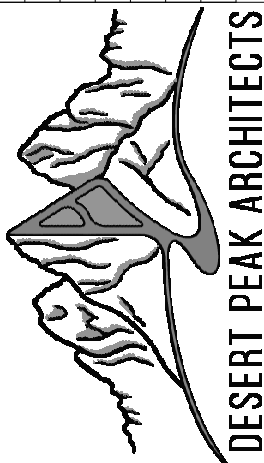
KEYNOTE LEGEND	
1	RE-LOCATE EXISTING PARKING STOP TO NEW LOCATIONS SHOWN
2	EXISTING ADA PARKING AND ASSOCIATED PAVING TO REMAIN
3	PRE-FINISHED GALVANIZED STEEL LANDSCAPE EDGING - 3" WIDE
4	EXISTING CONCRETE PAVING TO REMAIN
5	CONCRETE SIDEWALK - 4" THICK, MATCH ELEVATION OF EXISTING ADJACENT SIDEWALKS TO REMAIN
6	RE-LOCATED EXISTING CHAIN LINK FENCING. PROVIDE NEW FENCE POSTS.
7	EXISTING CELL-PHONE TOWER AND ASSOCIATED FENCING TO REMAIN
8	EXISTING STORAGE SHEDS AND PORTABLE RESTROOM TO REMAIN
9	NEW CHAIN LINK FENCING, 4'-0" HIGH
10	12'-0" WIDE DOUBLE SWING GATE TO MATCH FENCING
11	GRAVEL FILL - 2" IN SHADED AREA INDICATED
12	EXISTING ROPES COURSE TO REMAIN
13	ROUGHLY GRADE SHADED AREA FOR POSITIVE DRAINAGE IN NEW 25' VEHICULAR EASEMENT
14	PRE-CAST CONCRETE WHEEL STOP - 6' LONG
15	ROUGHLY GRADE PORTION OF PONDING AREA AS SHOWN FOR NEW GRAVEL PARKING SPOTS. PARKING SPOT SLOPE TO BE 5% MAXIMUM
16	RIP-RAP EROSION CONTROL
17	RE-SURFACE DAMAGED PORTION OF EXISTING CONCRETE SIDEWALK. PROVIDE SMOOTH TRANSITION BETWEEN ADJACENT PORTIONS OF UNDAAGED SIDEWALK.



ARCHITECTURAL SITE PLAN
1" = 20'-0"

RAICES DEL SABER XINACHTLI
CHARTER SCHOOL
2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

Mark	Date	Description
04072019	04072019	NOT FOR CONSTRUCTION



DESERT PEAK ARCHITECTS P.C.
1014 SOUTH MAIN STREET
LAS CRUCES
NEW MEXICO 88005
P. 575.528.0022

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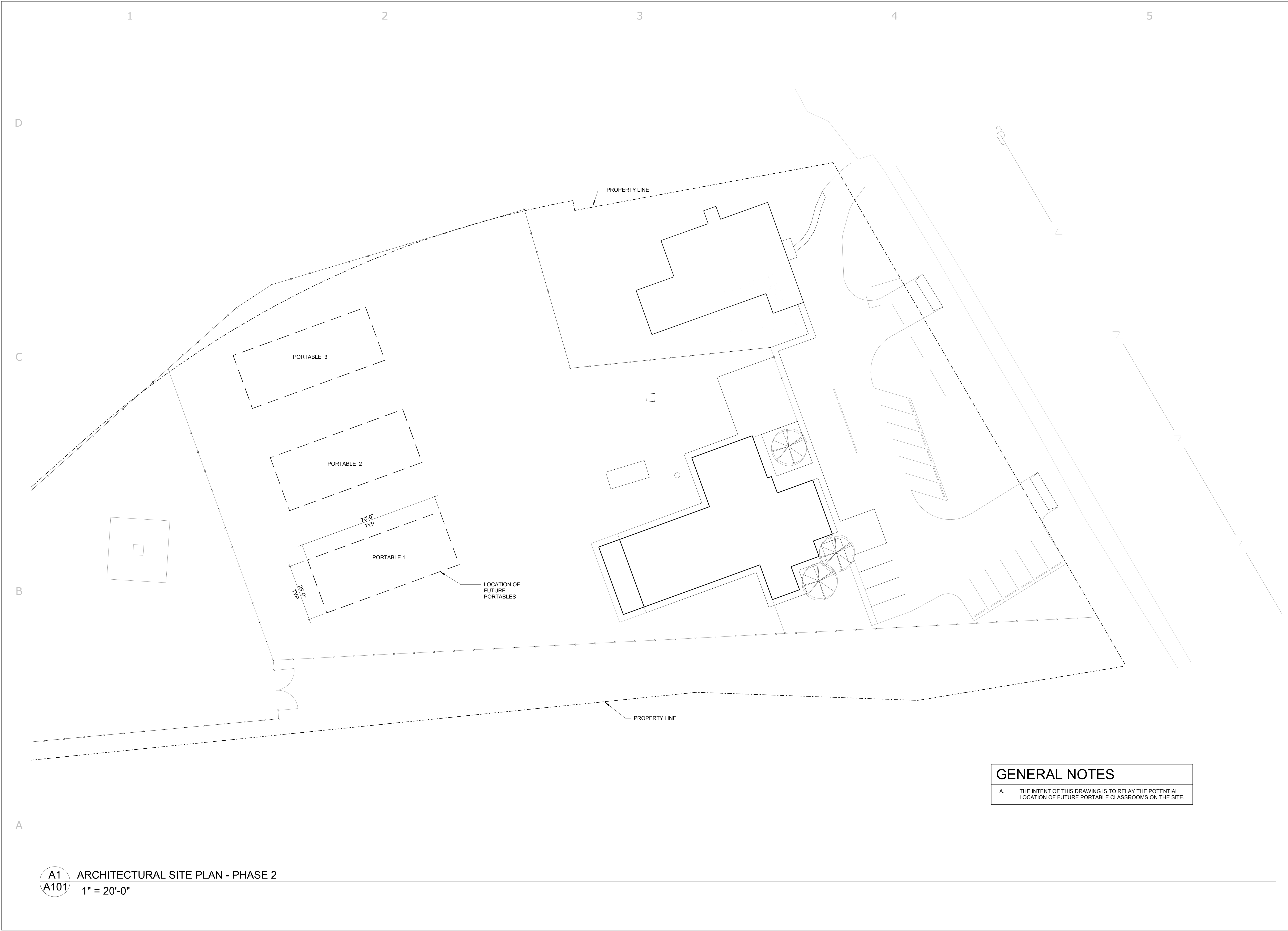
03.20.2019

PROJECT NO.
434-01

SHEET TITLE
ARCHITECTURAL SITE PLAN

SHEET NO.

A100



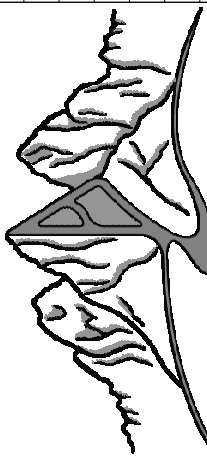
GENERAL NOTES

A. THE INTENT OF THIS DRAWING IS TO RELAY THE POTENTIAL LOCATION OF FUTURE PORTABLE CLASSROOMS ON THE SITE.

A1
A101 ARCHITECTURAL SITE PLAN - PHASE 2
1" = 20'-0"

RAICES DEL SABER XINACHTLI
CHARTER SCHOOL
2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

Mark	Date	Description
ISSUE:	04/07/2019	NOT FOR CONSTRUCTION


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03.20.2019

PROJECT NO.
434-01

SHEET TITLE
SITE PLAN - PHASE 2

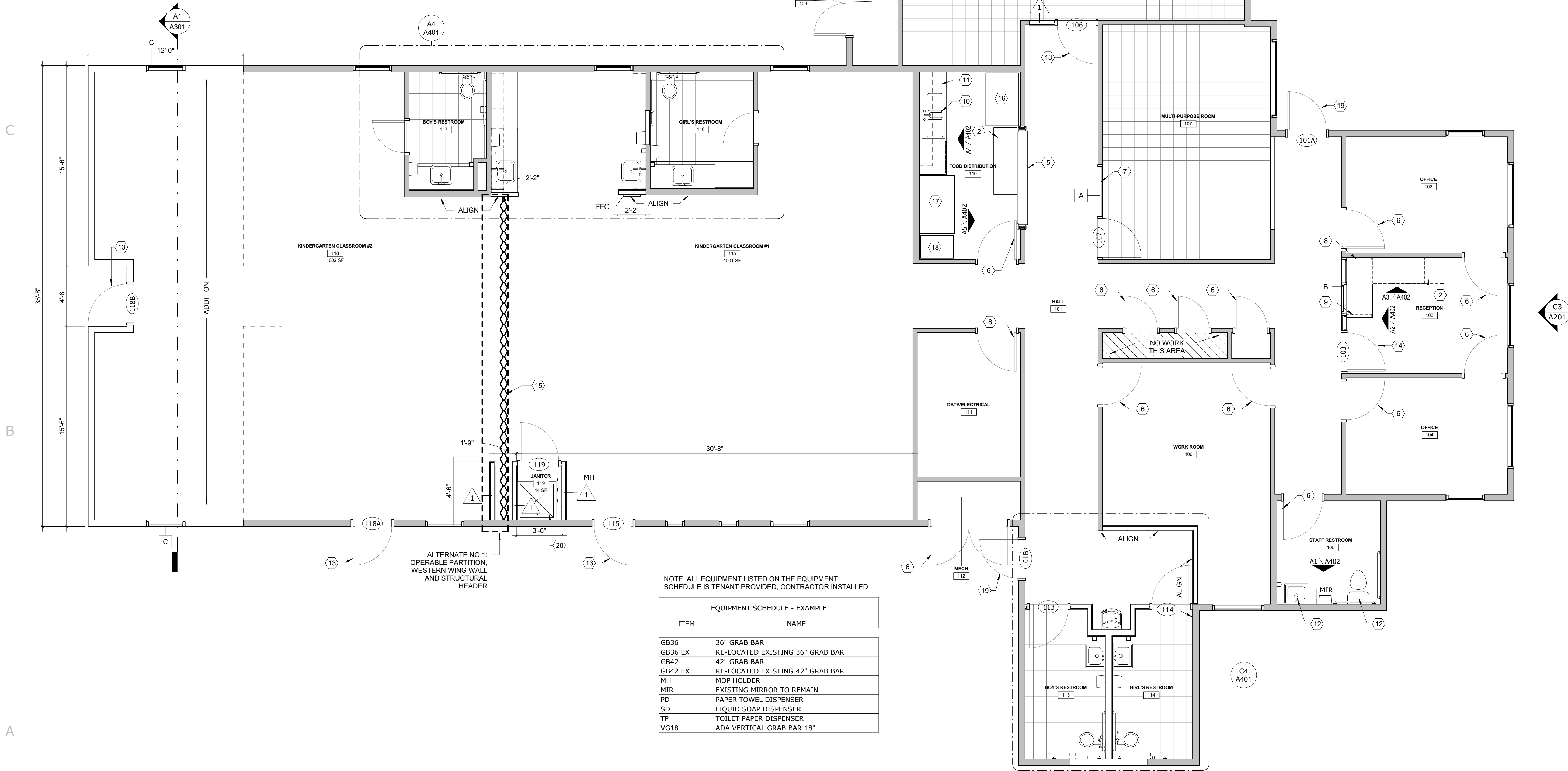
SHEET NO.
A101

KEYNOTE LEGEND

- 1 EXISTING WATER COOLER TO REMAIN. RE-POSITION WATER COOLER SUCH THAT THE HEIGHT OF THE SPOUT FROM F.F. DOES NOT EXCEED 30"
- 2 EXISTING COUNTERTOP TO REMAIN. RE-SURFACE COUNTERTOP, BACKSPLASH AND ALL EXPOSED SIDES WITH NEW PLASTIC LAMINATE.
- 3 EXISTING COUNTER-MOUNTED SINK TO REMAIN.
- 4 EXISTING WATER HEATER TO REMAIN.
- 5 RE-LOCATED EXISTING COUNTER COILING DOOR.
- 6 EXISTING DOOR TO REMAIN.
- 7 ALUMINUM-FRAMED STOREFRONT
- 8 COUNTERTOP SUPPORT ANGLE
- 9 COUNTERTOP SUPPORT BRACKET
- 10 RELOCATED EXISTING 3-COMPARTMENT SINK. REFER TO PLUMBING
- 11 PLASTIC LAMINATE COUNTERTOP WITH 3/4" MDF UNDERLAYMENT
- 12 EXISTING PLUMBING FIXTURE TO REMAIN
- 13 RE-LOCATE EXISTING DOOR TO NEW LOCATION. NEW WOOD FRAME AND NEW HARDWARE. PANIC HARDWARE REQUIRED IN THIS LOCATION
- 14 RE-LOCATE EXISTING WOOD DOOR TO NEW LOCATION. NEW WOOD FRAME AND NEW HARDWARE.
- 15 OPERABLE PARTITION - MODERNFOLD SOUNDMASTER SM-12 OR APPROVED EQUAL - ALTERNATE #1
- 16 MILK COOLER - NIC - REFER TO ELECTRICAL
- 17 REFRIGERATOR- NIC - REFER TO ELECTRICAL
- 18 HEAT HOLDING CABINET - NIC - REFER TO ELECTRICAL
- 19 EXISTING WOOD DOOR AND FRAME TO REMAIN. NEW HARDWARE. PANIC HARDWARE IN THIS LOCATION
- 20 MOP SINK - REFER TO PLUMBING

GENERAL NOTES

- A. PROVIDE WOOD BLOCKING BETWEEN STUDS AT ALL WALL MOUNTED EQUIPMENT, GRAB BARS, CASEWORK, ETC
- B. REFER TO PARTITION SHEET FOR GENERAL PARTITION NOTES
- C. REFER TO REFLECTED CEILING PLAN SHEETS FOR CEILING-MOUNTED EQUIPMENT, CEILING TRANSITIONS AND DETAIL INFORMATION
- D. REFER TO WINDOW TYPE LEGEND FOR WINDOW SIZES.
- E. REFER TO PLUMBING SHEETS FOR SINK LOCATIONS AND SCHEDULED EQUIPMENT.
- F. ALL DIMENSIONS FOR NEW PARTITIONS ARE TO FACE OF STUD. DIMENSIONS GIVEN FOR NEW PARTITIONS ADJACENT TO EXISTING WALLS ARE GIVEN FROM FINISH FACE OF EXISTING WALLS TO FACE OF STUD. WINDOW AND DOOR DIMENSIONS ARE TO CENTERLINE OF OPENING IN STUD WALLS.
- G. SEAL ALL PENETRATIONS THROUGH FIRE RATED WALLS WITH FIRE STOPPING THAT MEETS OR EXCEEDS THE FIRE RATING OF THE WALLS.



NOTE: ALL EQUIPMENT LISTED ON THE EQUIPMENT SCHEDULE IS TENANT PROVIDED, CONTRACTOR INSTALLED

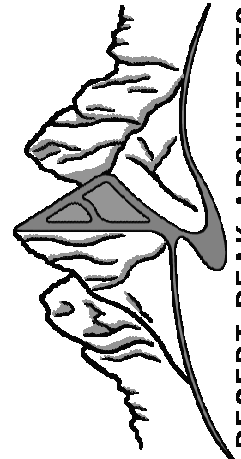
EQUIPMENT SCHEDULE - EXAMPLE	
ITEM	NAME
GB36	36" GRAB BAR
GB36 EX	RE-LOCATED EXISTING 36" GRAB BAR
GB42	42" GRAB BAR
GB42 EX	RE-LOCATED EXISTING 42" GRAB BAR
MH	MOP HOLDER
MIR	EXISTING MIRROR TO REMAIN
PD	PAPER TOWEL DISPENSER
SD	LIQUID SOAP DISPENSER
TP	TOILET PAPER DISPENSER
VG18	ADA VERTICAL GRAB BAR 18"



A1
A102

FIRST FLOOR PLAN
1/4" = 1'-0"

RAICES DEL SABER XINACHTLI
CHARTER SCHOOL
2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007



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03.20.2019

PROJECT NO.
434-01

SHEET TITLE

FIRST FLOOR PLAN

SHEET NO.

A102

D

C

B

A

1

2

3

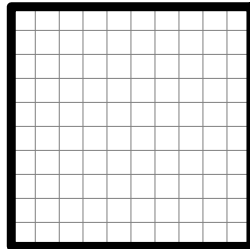
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5

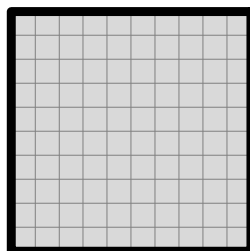
GENERAL NOTES FLOOR FINISH PLAN

- A. THE INTENT OF THIS DRAWING IS TO PROVIDE A GENERAL DIAGRAMATIC INDICATION OF FLOORING MATERIALS AND PATTERNS. COORDINATE EXACT FLOORING LAYOUT PATTERNS AND MATERIALS WITH THE ARCHITECT FOR CONSTRUCTION PRIOR TO COMPLETING ANY FLOORING WORK.
- B. CONTRACTOR TO PROVIDE TRANSITIONS AT ALL INTERSECTIONS BETWEEN DISSIMILAR MATERIALS WHERE NECESSARY. COORDINATE THESE LOCATIONS WITH THE ARCHITECT FOR CONSTRUCTION PRIOR TO COMPLETING ANY FLOORING WORK.
- C. REFER TO OUTLINE SPECIFICATIONS FOR MORE DETAILED INFORMATION ON THE ACCEPTABLE FLOORING PRODUCTS AND APPLICATIONS
- D. REFER TO ROOM FINISH SCHEDULE FOR FLOORING ALTERNATES. FLOORING MATERIALS SHOWN ARE TO BE BASE BID.

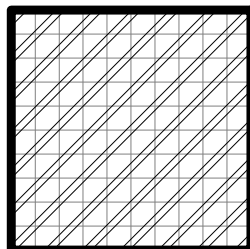
FLOORING LEGEND -



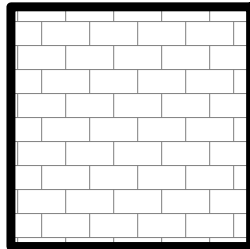
VET - VINYL ENHANCED TILE - 12" X 12"
FIELD COLOR: JOHNSONITE CE103 WHITE CHOCOLATE



VET - VINYL ENHANCED TILE - 12" X 12"
ACCENT COLOR #1: JOHNSONITE CE 117 JUST OFFSHORE



VET - VINYL ENHANCED TILE - 12" X 12"
ACCENT COLOR #2: JOHNSONITE CE 108 HOPSCOTCH



CT - CERAMIC FLOOR TILE (ALTERNATE #3)

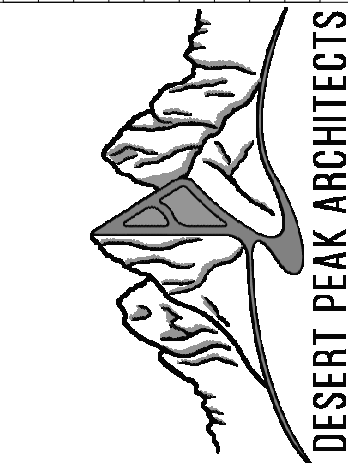


RAICES DEL SABER XINACHTLI

CHARTER SCHOOL

2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

Mark	Date	Description
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03.20.2019

PROJECT NO.
434-01

SHEET TITLE

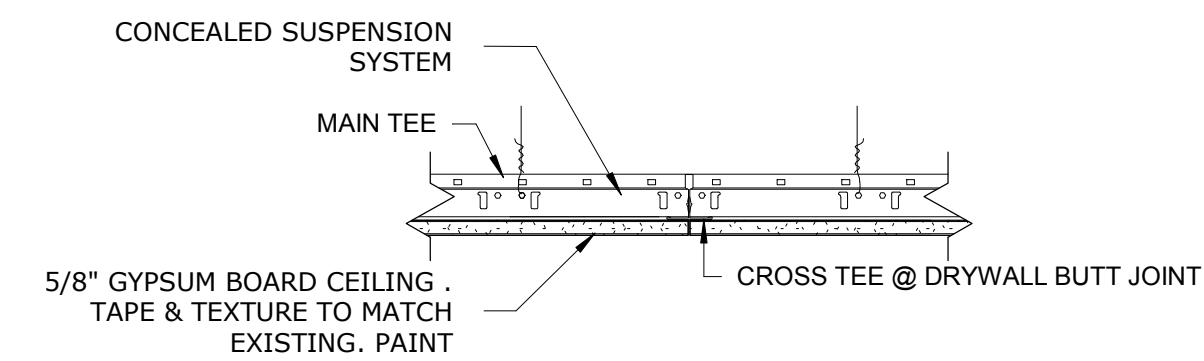
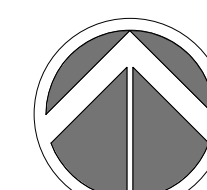
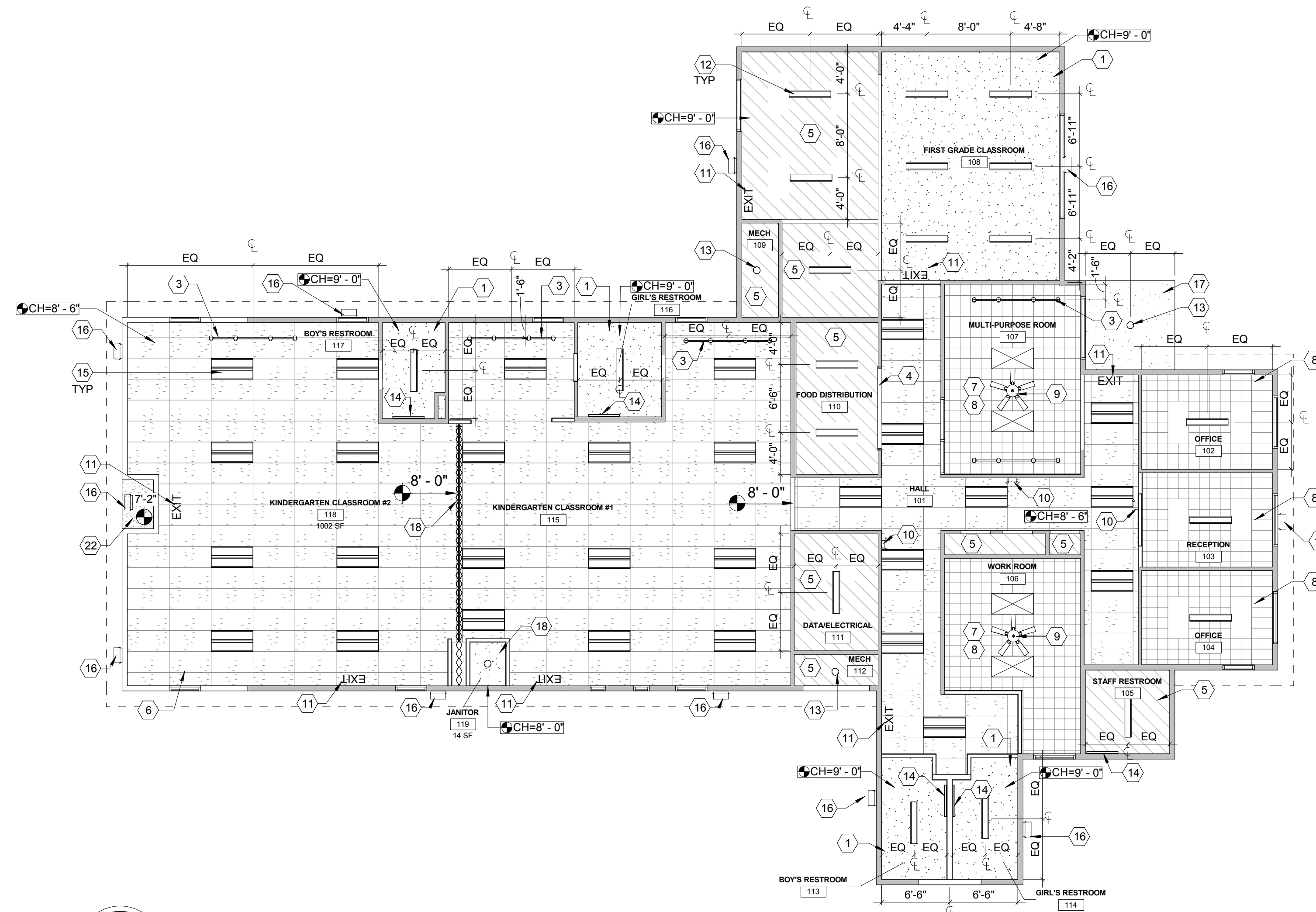
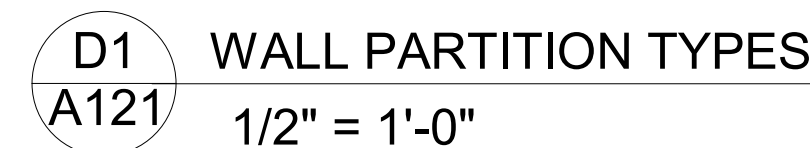
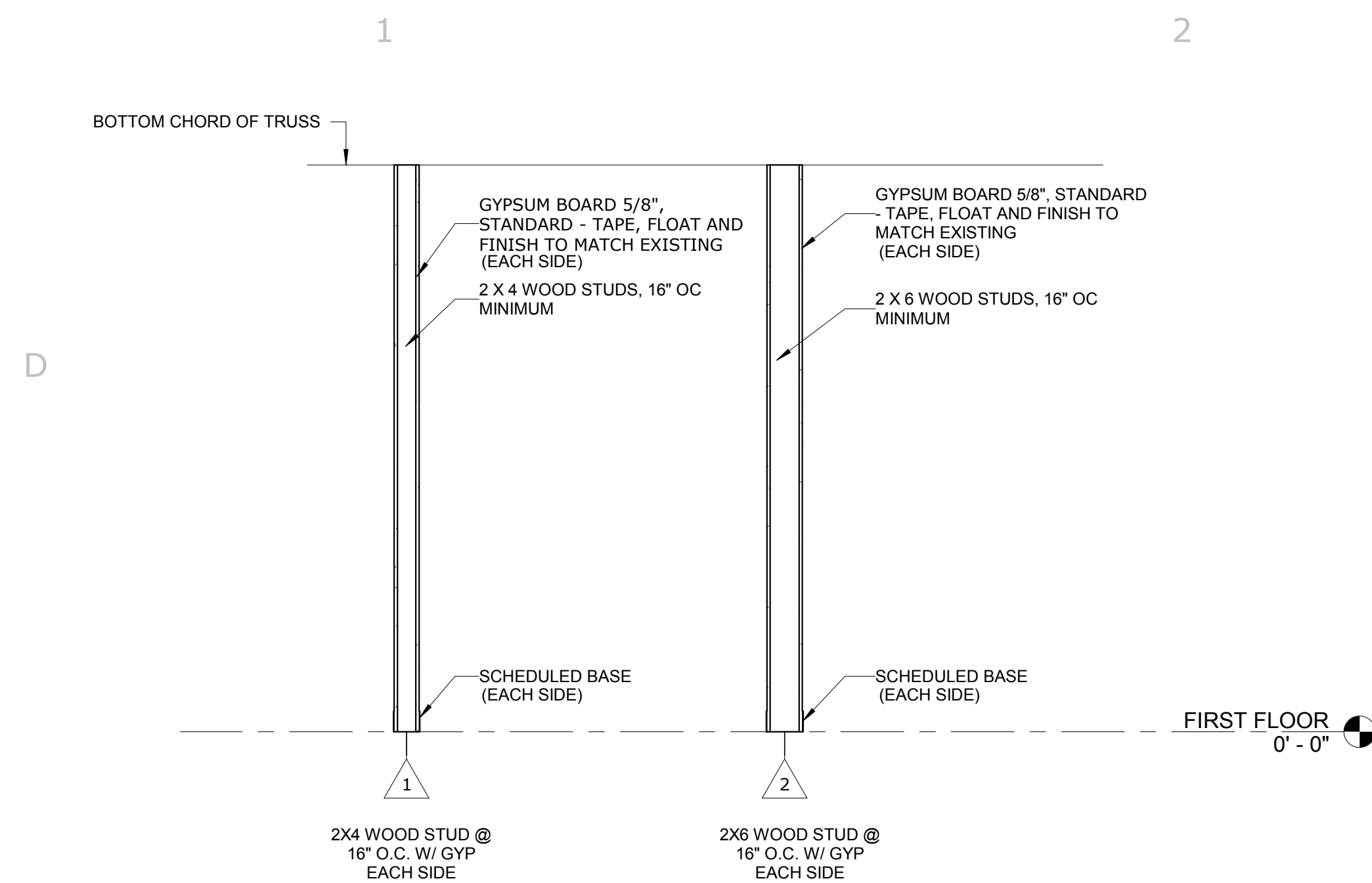
FLOOR FINISH PLAN

SHEET NO.

A103

A1
A103

FIRST FLOOR PLAN
1/4" = 1'-0"



D4 SUSPENDED GYP BOARD CEILING DETAIL
A121 1 1/2" = 1'-0"

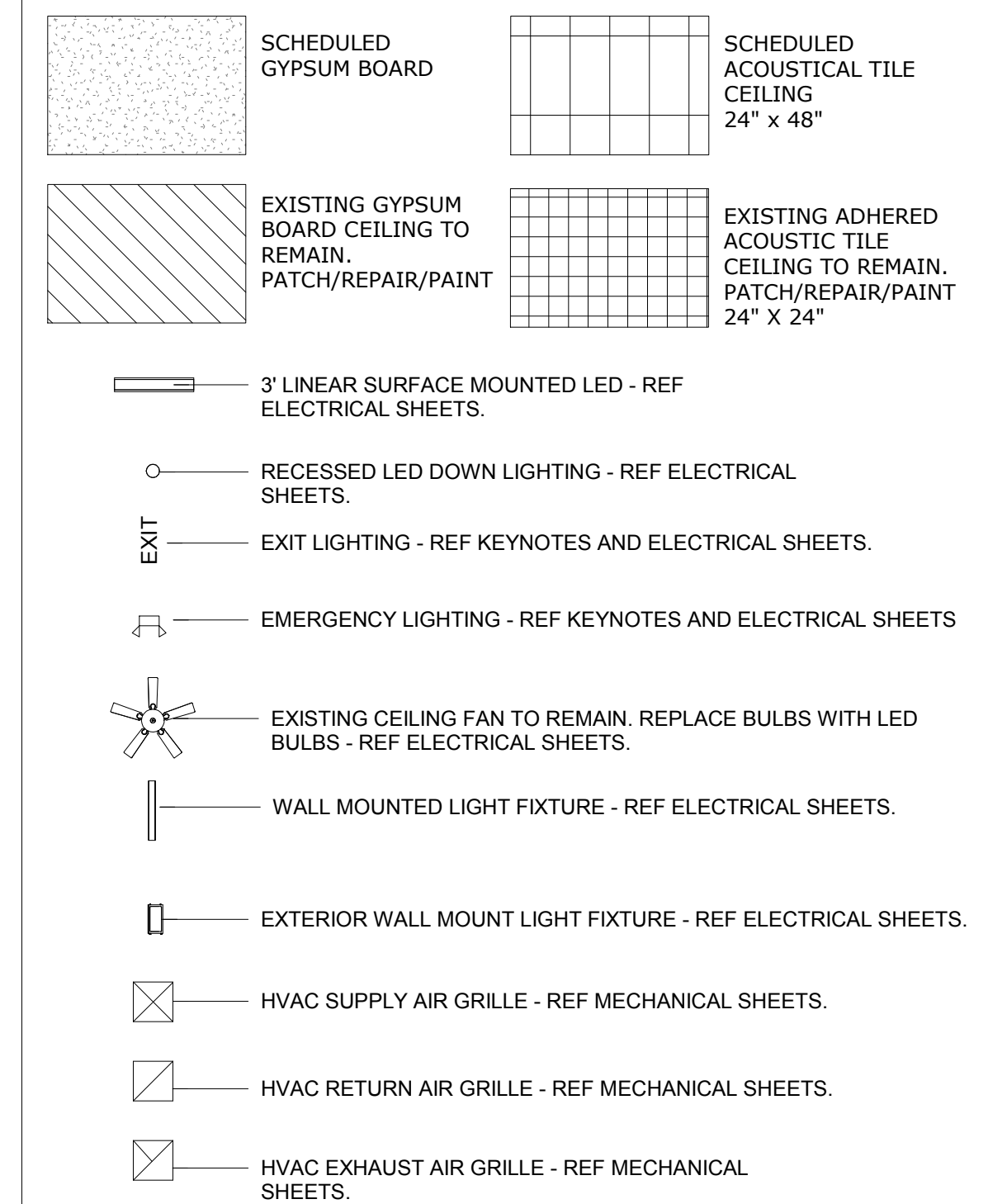
GENERAL NOTES RCP PLAN

1. ALL SPRINKLER HEADS, ELECTRICAL COMMUNICATIONS, AND LIFE SAFETY DEVICES TO FALL IN THE CENTER OF CEILING TIES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ENGINEERED FIRE ALARM AND FIRE SUPPRESSION DRAWINGS. DRAWINGS ARE TO BE SUBMITTED TO AUTHORITY HAVING JURISDICTION FOR REVIEW BY FIRE ALARM AND FIRE SUPPRESSION SUBCONTRACTORS.
2. INSTALL CEILING GRID LAYOUTS AS SHOWN. CONTRACTOR TO INFORM ARCHITECT OF ANY REQUIRED DEVIATIONS FROM CEILING GRID LAYOUT PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL COORDINATE WITH ALL MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING SHEETS FOR ADDITIONAL CEILING MOUNTED EQUIPMENT.

KEYNOTE LEGEND

1	5/8" GYPSUM BOARD CEILING, TAPE & TEXTURE TO MATCH EXISTING. PAINT
2	CONCEALED SUSPENSION SYSTEM
3	RE-LOCATED EXISTING TRACK LIGHTING. CLEAN AND REPLACE BULBS WITH LED BULBS. REFERENCE ELECTRICAL
4	RE-LOCATED EXISTING CURRENT COILING DOOR.
5	EXISTING GYPSUM BOARD CEILING TO REMAIN. PATCH/REPAIR AS REQUIRED. PAINT.
6	SUSPENDED TILE CEILING, 2'x4 - REFER TO ROOM FINISH LEGEND FOR TILE DESIGNATION
7	EXISTING SKYLIGHTS TO REMAIN
8	EXISTING 12" x 12" ACOUSTIC TILE CEILING TO REMAIN. PAINT
9	EXISTING CEILING FAN TO REMAIN. REPLACE BULBS WITH LED BULBS
10	EXISTING EMERGENCY LIGHTING TO REMAIN. REFER TO ELECTRICAL
11	NEW EXIT LIGHTING. REFER TO ELECTRICAL
12	SURFACE MOUNTED LIGHT FIXTURE - LINEAR LED - REFER TO ELECTRICAL
13	RECESSED CAN LIGHT FIXTURE - REFER TO ELECTRICAL
14	WALL MOUNTED LED LIGHT FIXTURE - REFER TO ELECTRICAL
15	2' X 4' LED TROOPER - REFER TO ELECTRICAL
16	EXTENDED WALL MOUNTED LED LIGHT FIXTURE - REFER TO ELECTRICAL
17	EXISTING STUCCO SOFFIT TO REMAIN
18	GYPSUM BOARD 5/8", STANDARD - TAPE, FLOAT AND FINISH TO MATCH EXISTING
19	2 X 4 WOOD STUDS, 16" OC MINIMUM
20	SCHEDULED BASE
21	2 X 6 WOOD STUDS, 16" OC MINIMUM
22	DIRECT APPLIED FINISH SYSTEM

RCP LEGEND



RAICES DEL SABER XINACHILI

CHARTER SCHOOL

2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

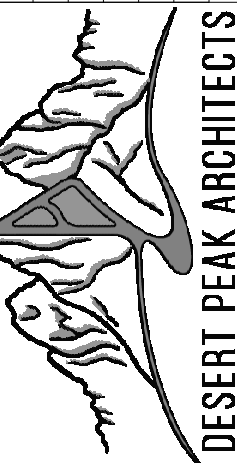
LAS CRUCES, NM 88007

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Date	04/01/2019
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20,2019

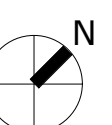
PROJECT NO.
434-01

EET TITLE

FIRST FLOOR
REFLECTED CEILING
PLAN

SHEET NO.

A121



1

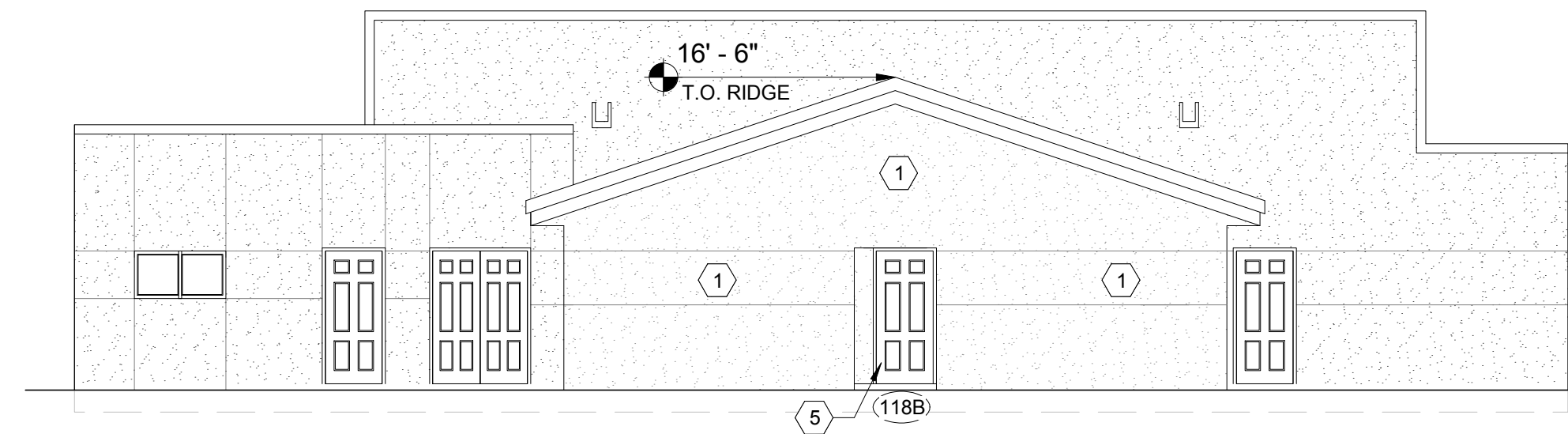
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3

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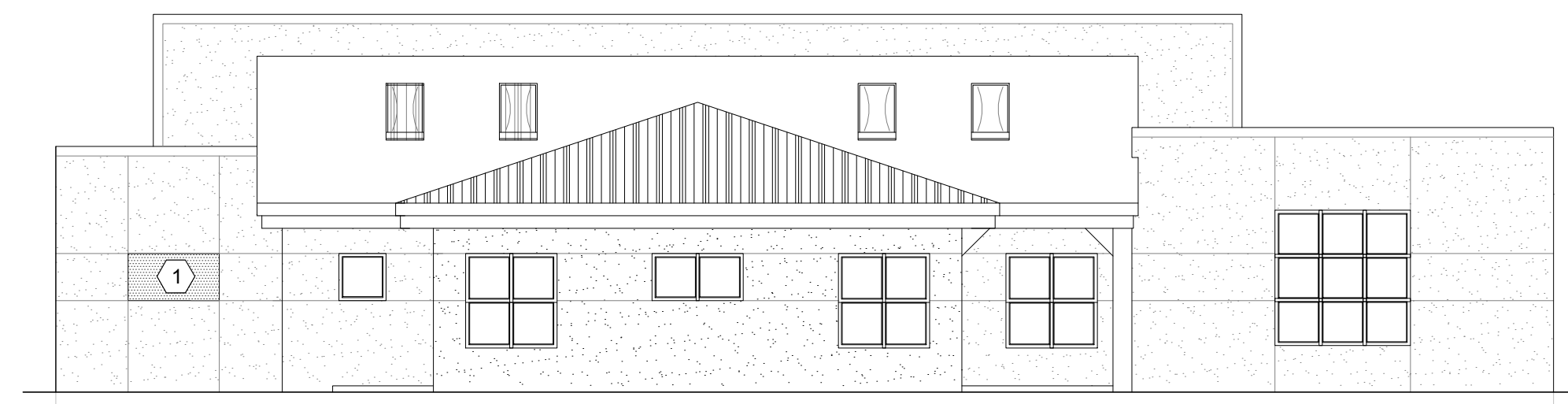
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D



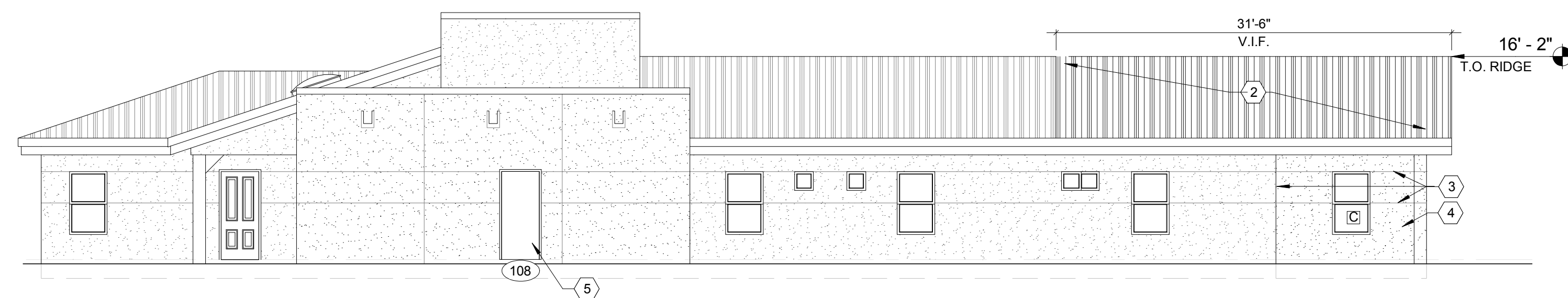
D3 WEST ELEVATION
A201 1/8" = 1'-0"

C



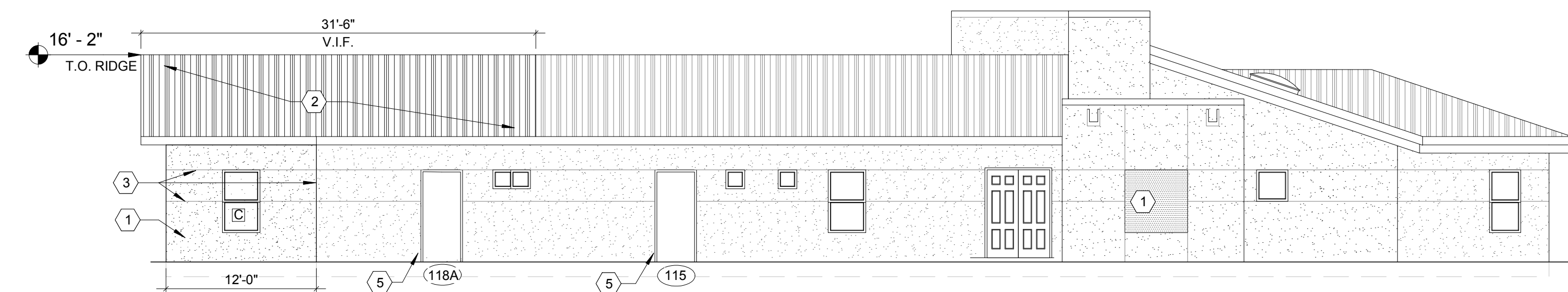
C3	EAST ELEVATION
A201	1/8" = 1'-0"

B



B3 NORTH ELEVATION
A201 1/8" = 1'-0"

A



A3 SOUTH ELEVATION
A201 1/8" = 1'-0"

GENERAL NOTES

- A. REFER TO WINDOW TYPE LEGEND FOR WINDOW SIZES.
- B. SEAL ALL PENETRATIONS AT EXTERIOR WALLS THROUGH RIGID CONTINUOUS INSULATION WITH MEDIUM DENSITY FOAM INSULATION
- C. SEAL ALL PENETRATIONS THROUGH FIRE RATED WALLS WITH FIRE STOPPING THAT MEETS OR EXCEEDS THE FIRE RATING OF THE WALLS.
- D. REFER TO ELECTRICAL FOR EXTERIOR LIGHT FIXTURES

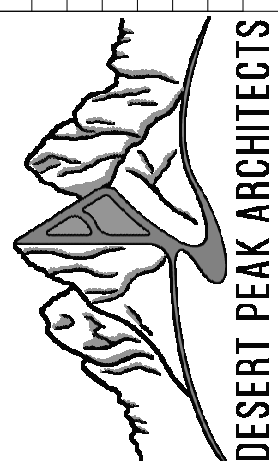
KEYNOTE LEGEND

1	
2	NEW GABLE ROOFING - REFER TO ROOF TYPES. NEW ASPHALT SHINGLES TO MATCH EXISTING
3	STUCCO JOINT TO MATCH EXISTING.
4	PORTLAND CEMENT PLASTER, THREE-COAT. FINISH COLOR TO MATCH EXISTING
5	SCHEDULED DOOR

RAICES DEL SABER XINACHTLI

CHARTER SCHOOL

2211 N. VALLEY DRIVE
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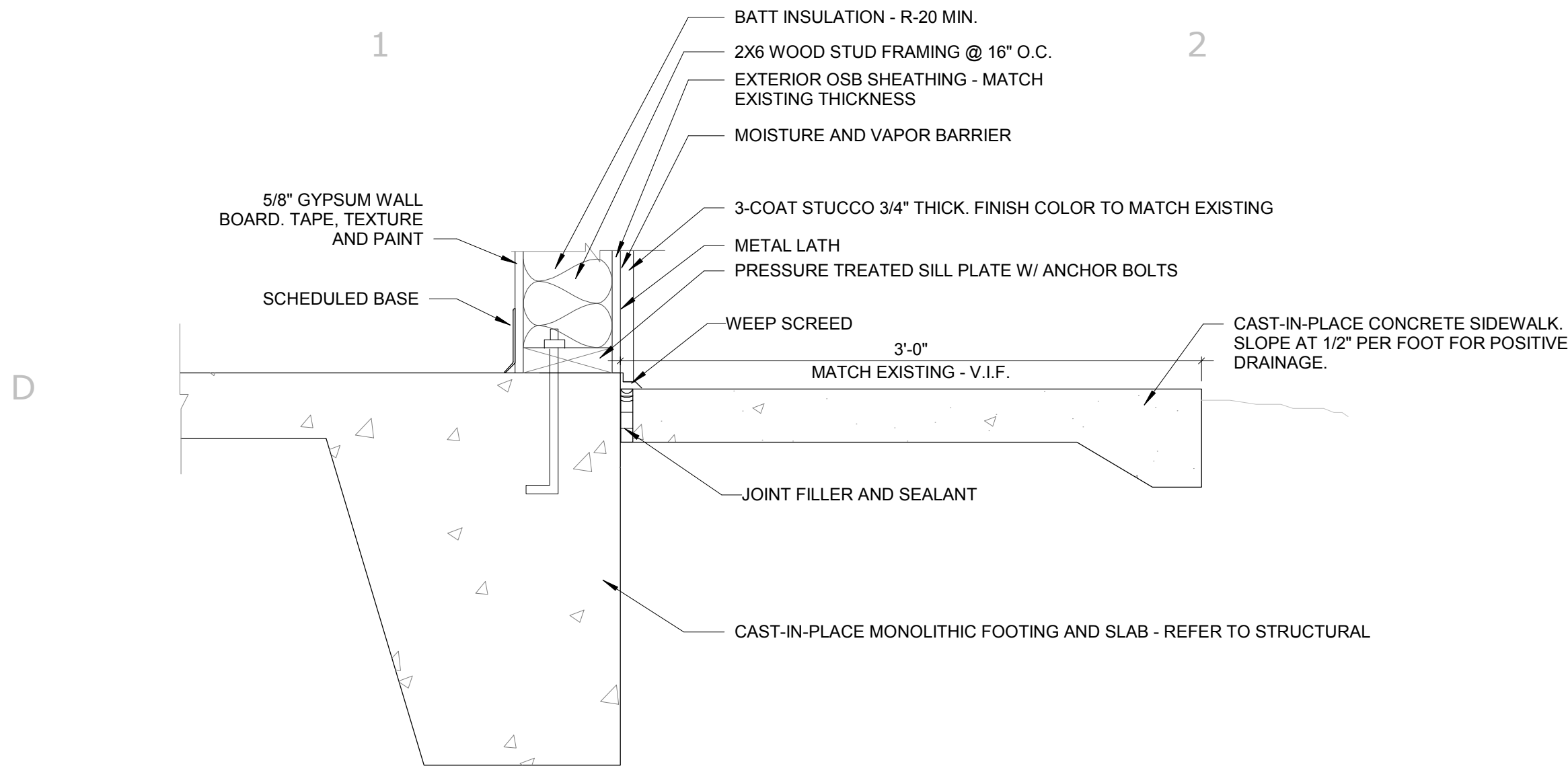
PROJECT NO.
434-01

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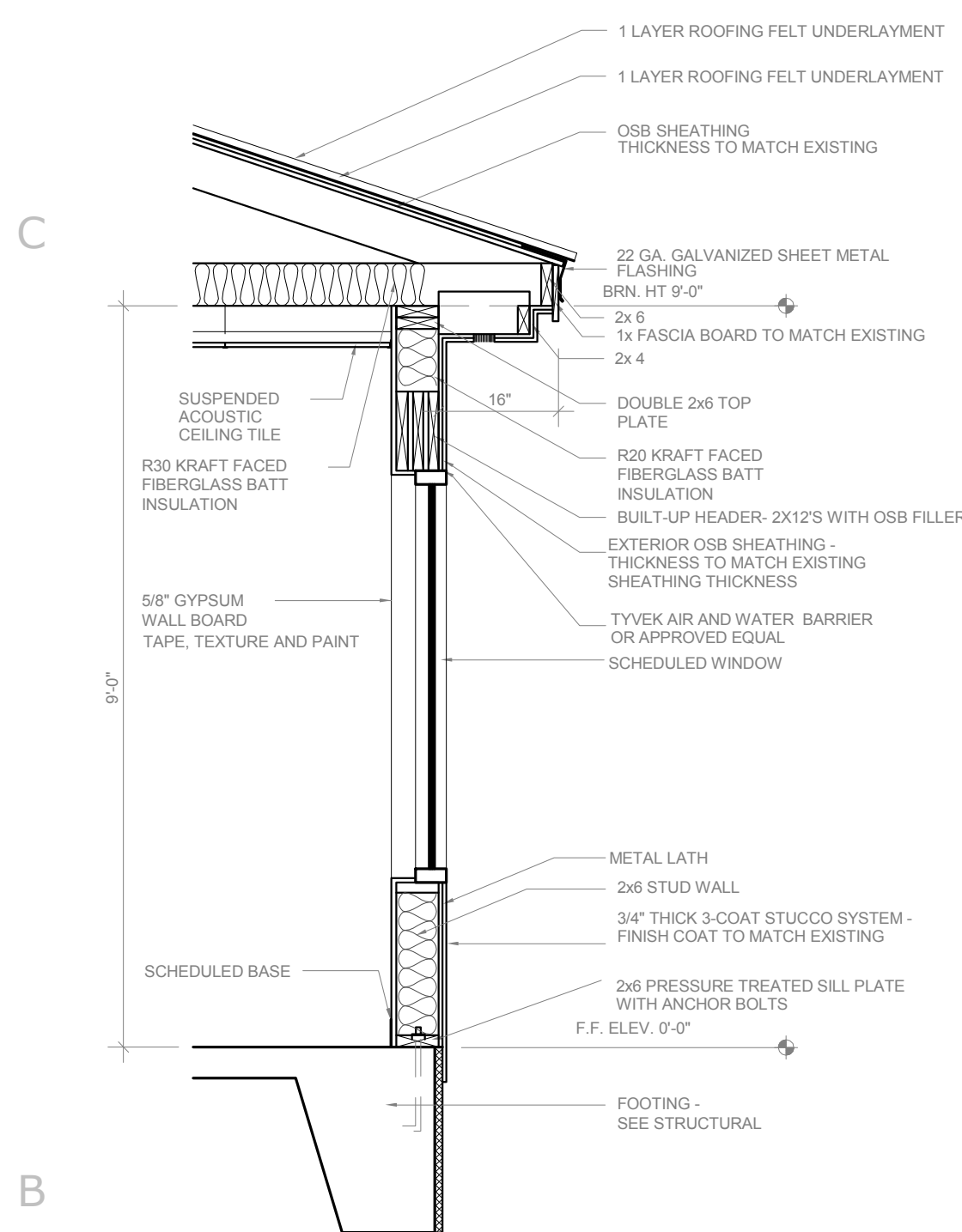
EXTERIOR ELEVATIONS

SHEET NO.

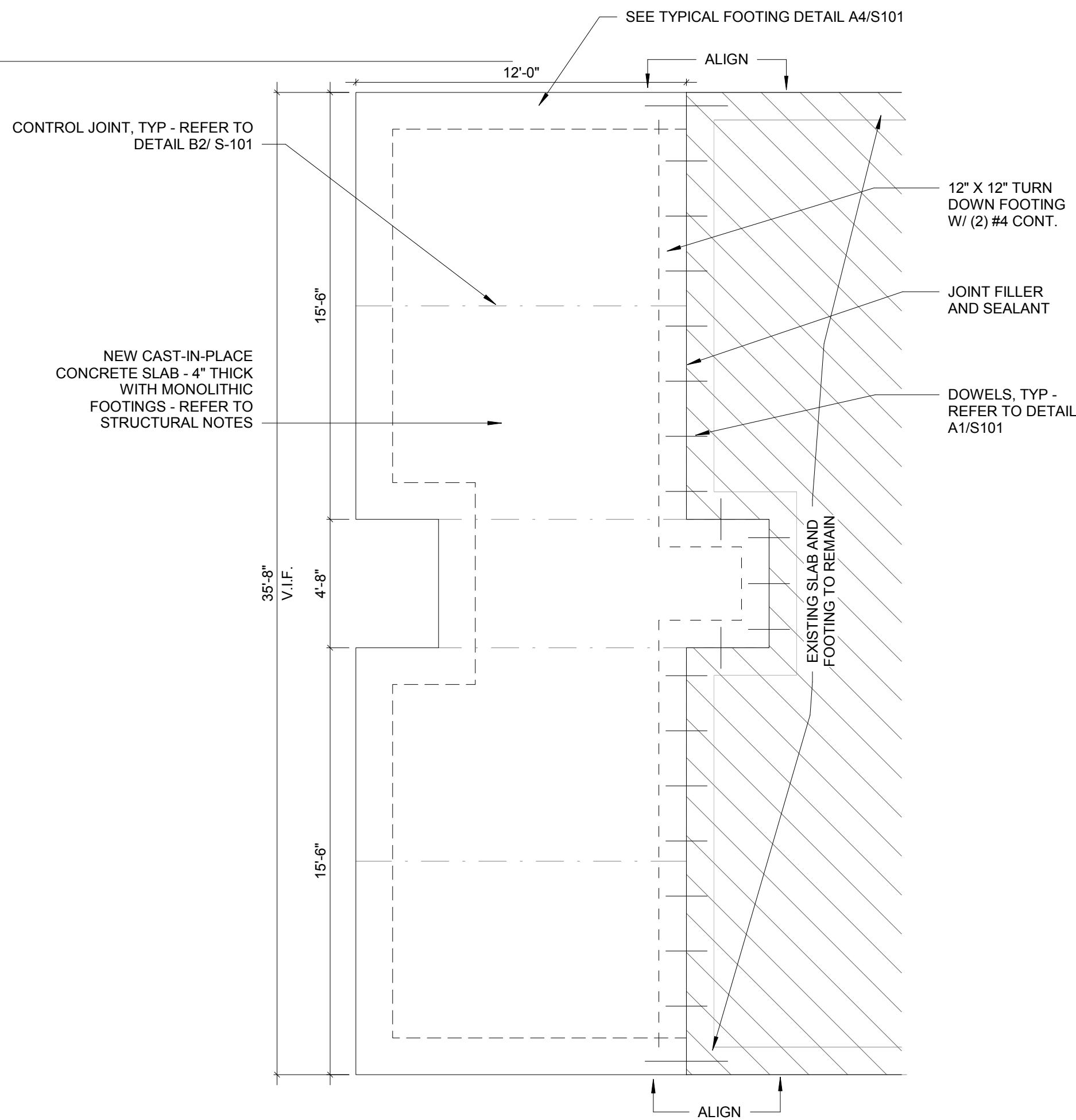
A201



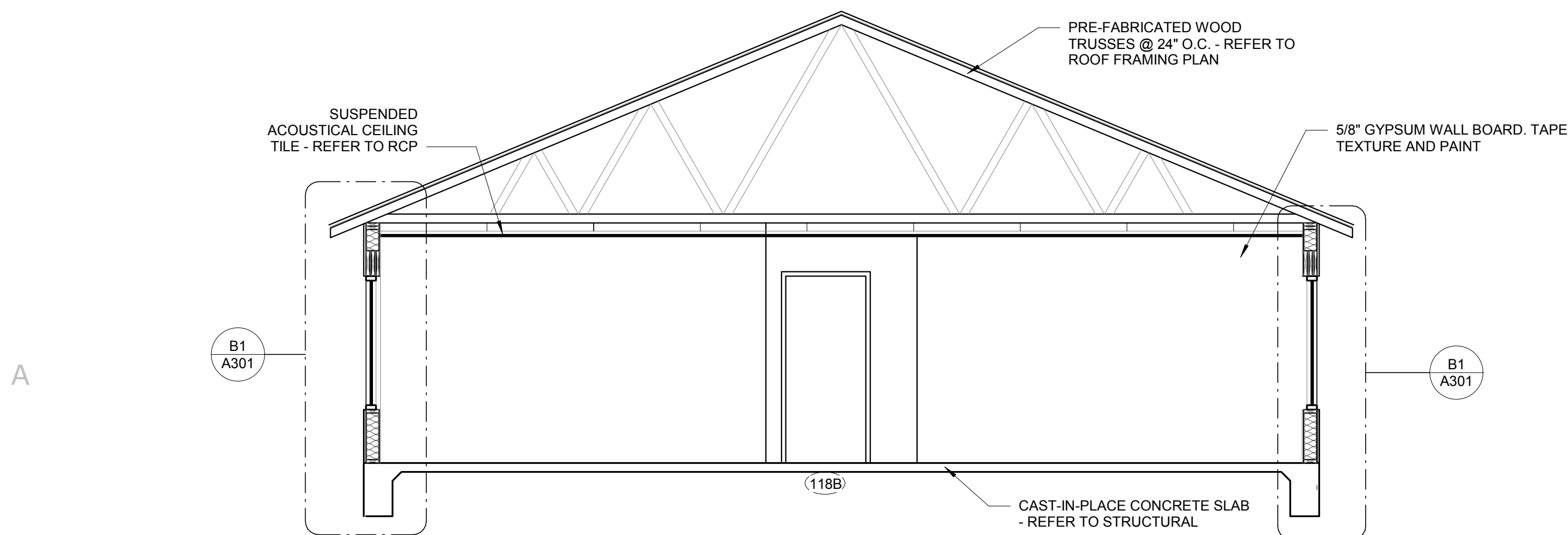
D1
A301 PERIMETER FOOTING DETAIL
1 1/2" = 1'-0"



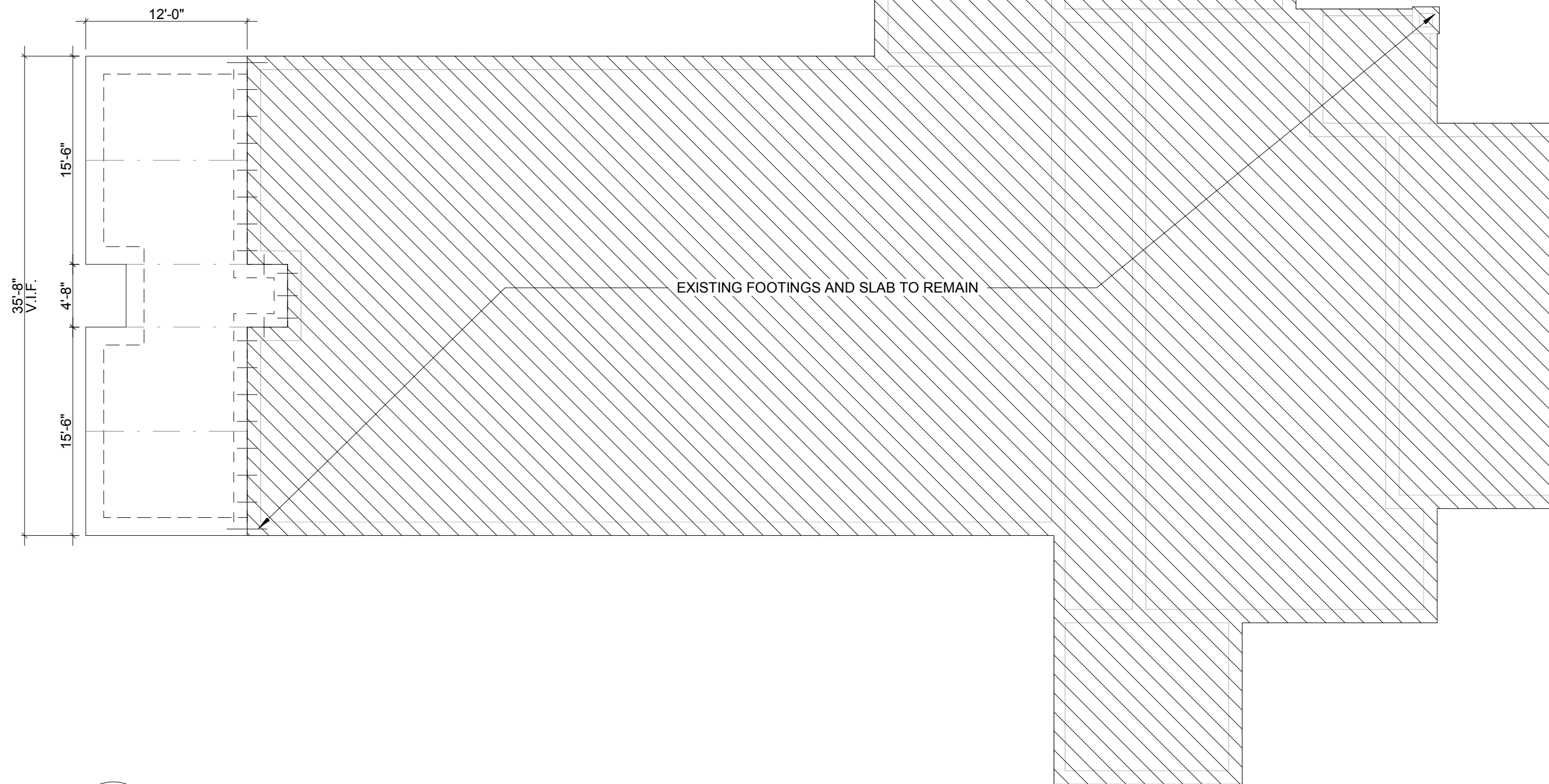
B1
A301 WALL SECTION
1/2" = 1'-0"



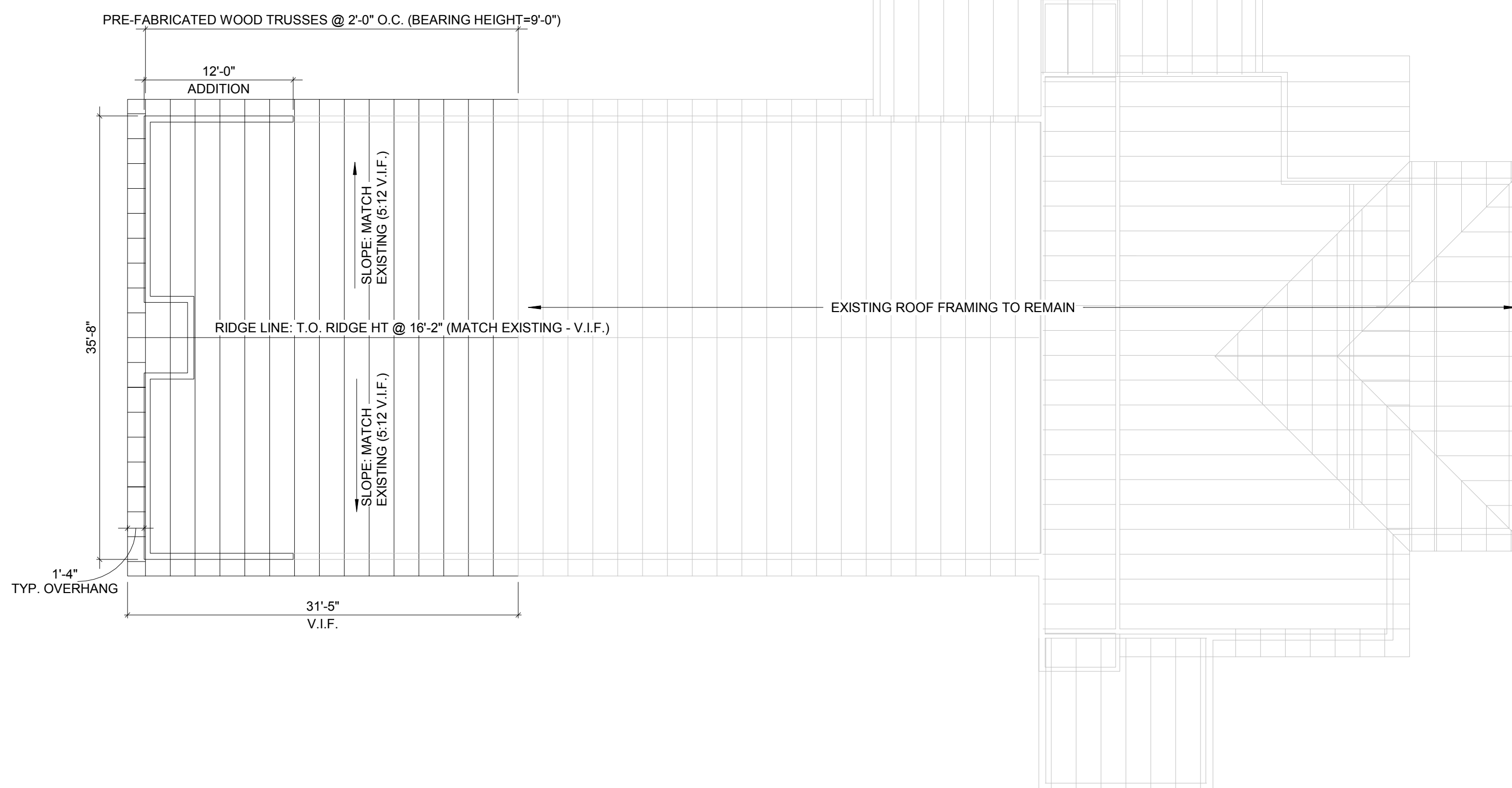
1
A301 ENLARGED FOUNDATION PLAN
1/4" = 1'-0"



A1
A301 BUILDING SECTION
1/4" = 1'-0"



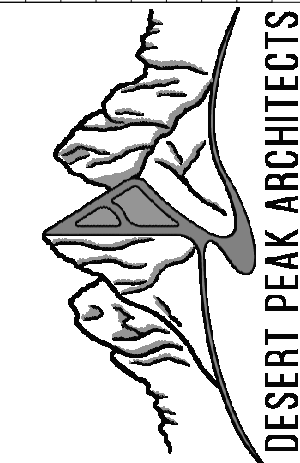
C3
A301 OVERALL FOUNDATION PLAN
1/8" = 1'-0"



A3
A301 ROOF FRAMING PLAN
1/8" = 1'-0"

RAICES DEL SABER XINACHTLI
CHARTER SCHOOL
2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

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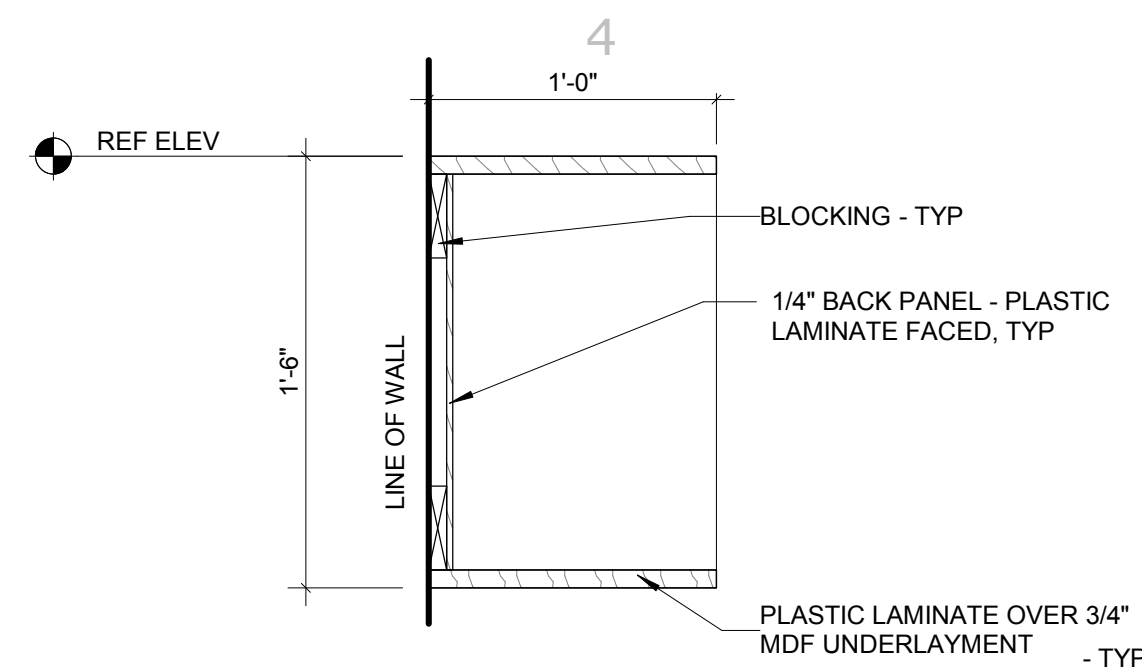
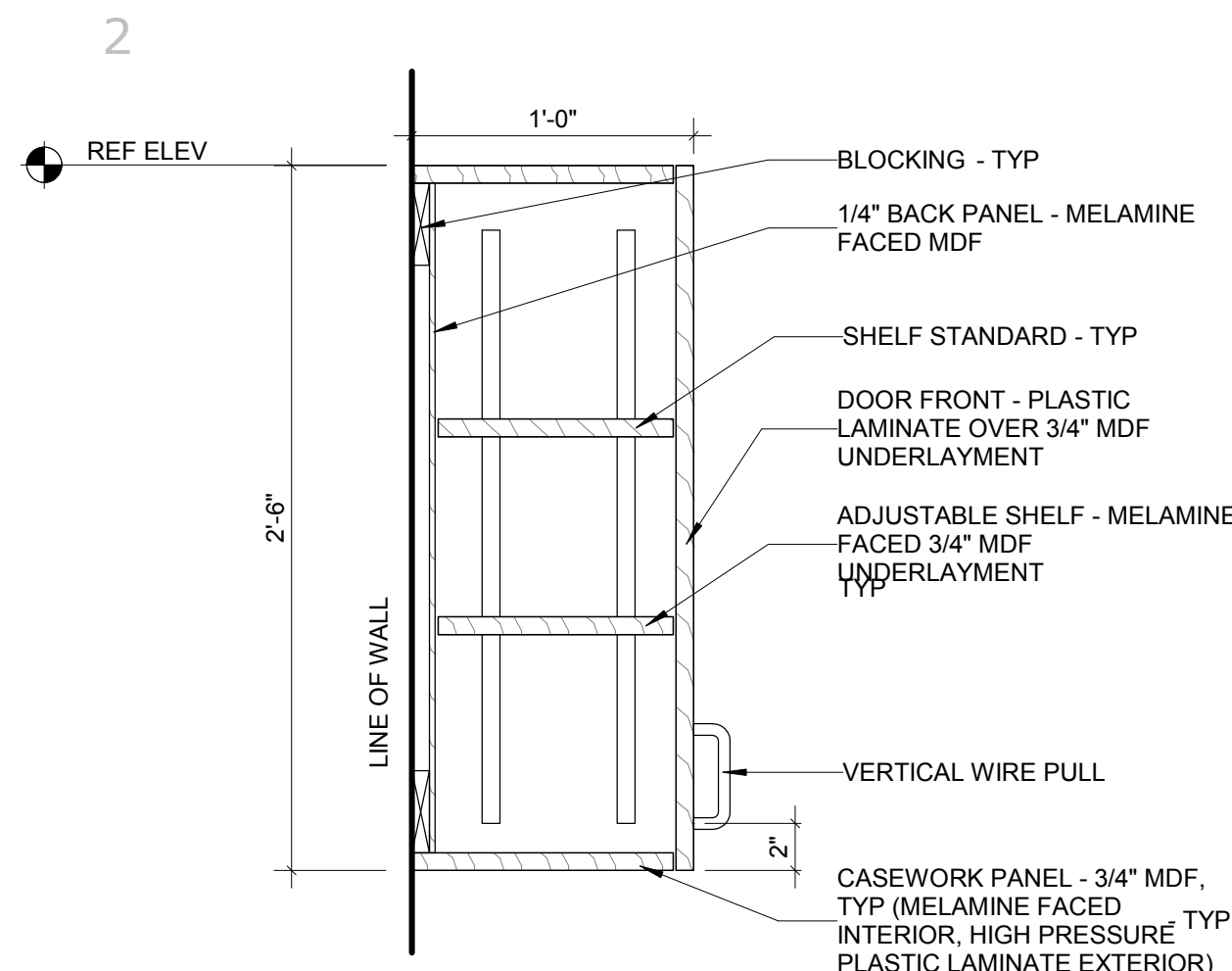
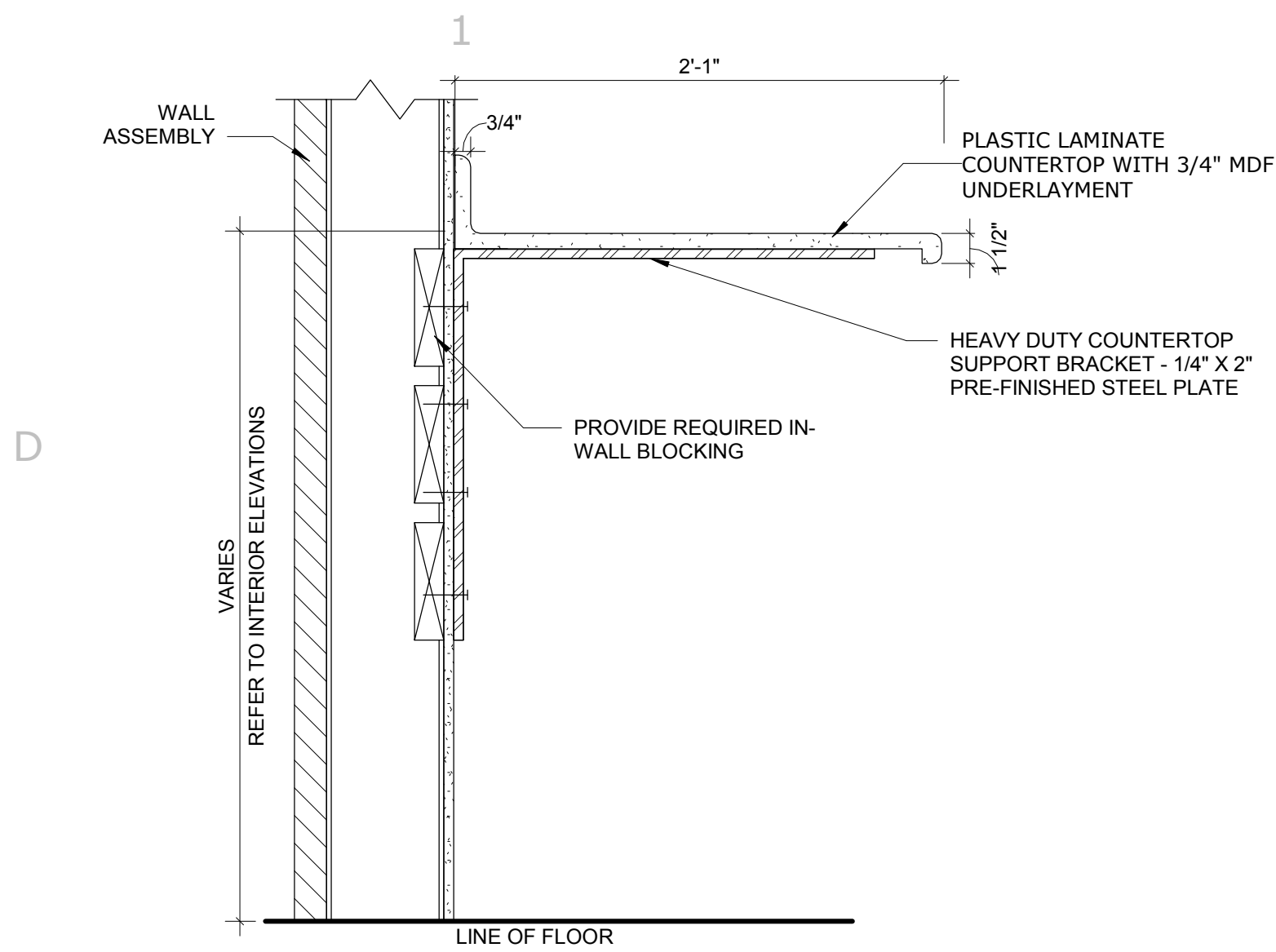
03.20.2019

PROJECT NO.
434-01

SHEET TITLE
FOUNDATION PLAN,
FRAMING PLAN AND
BUILDING SECTIONS

SHEET NO.

A301

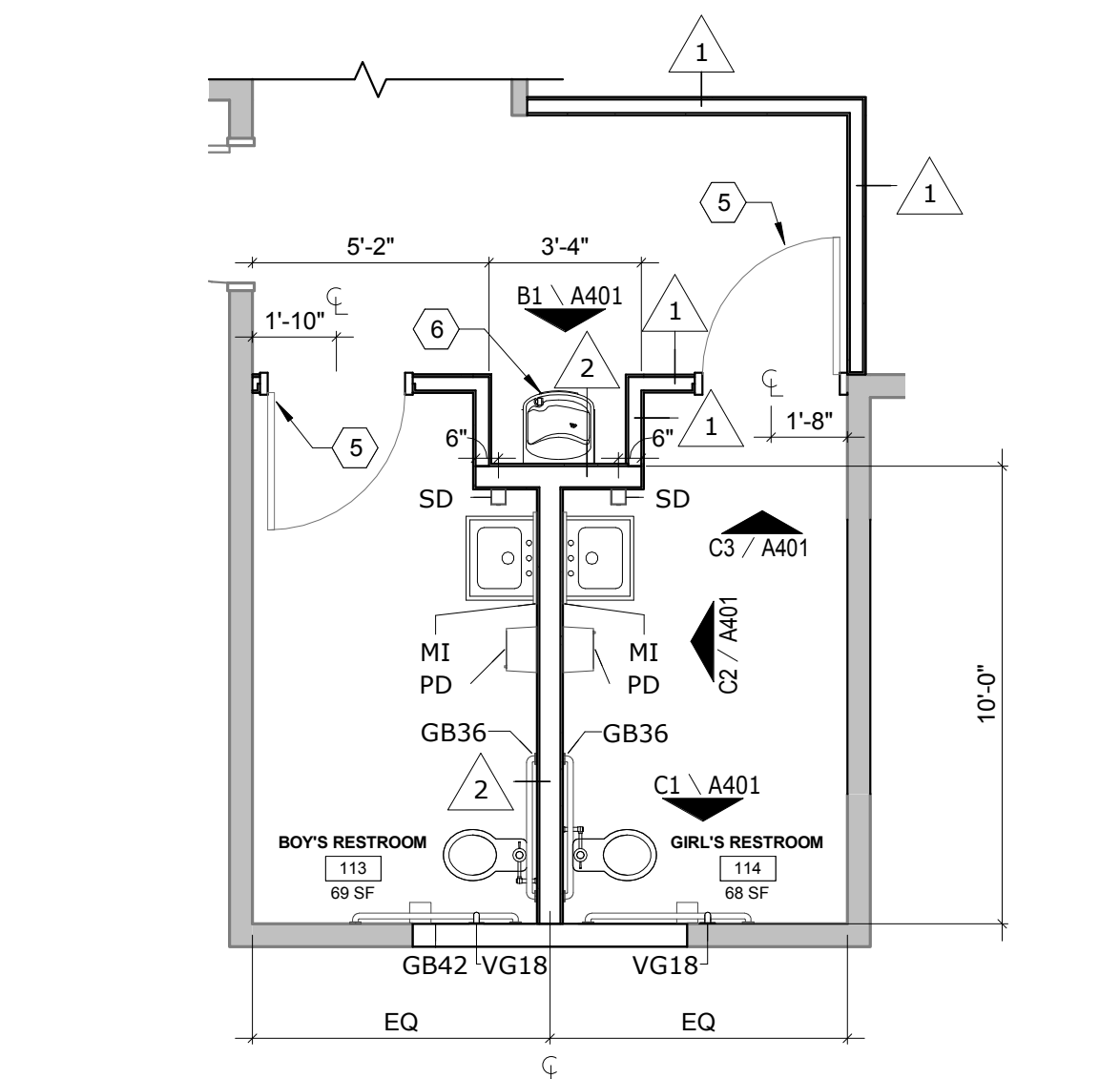
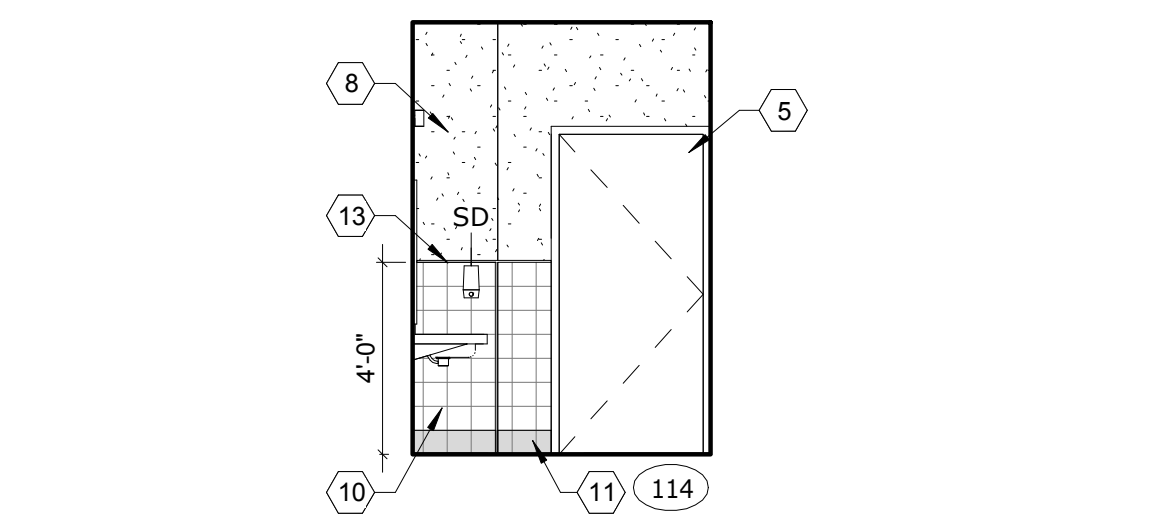
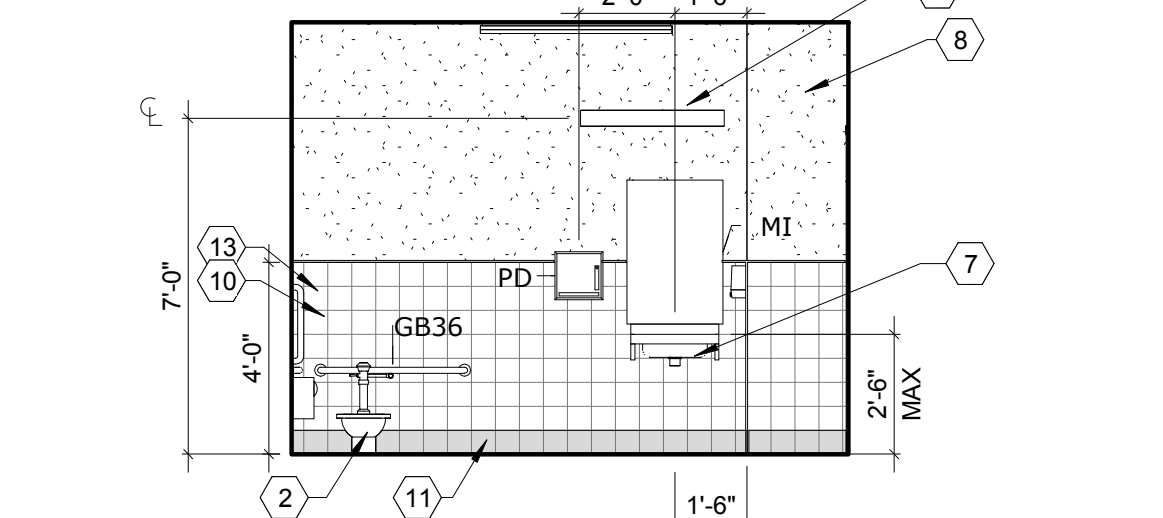
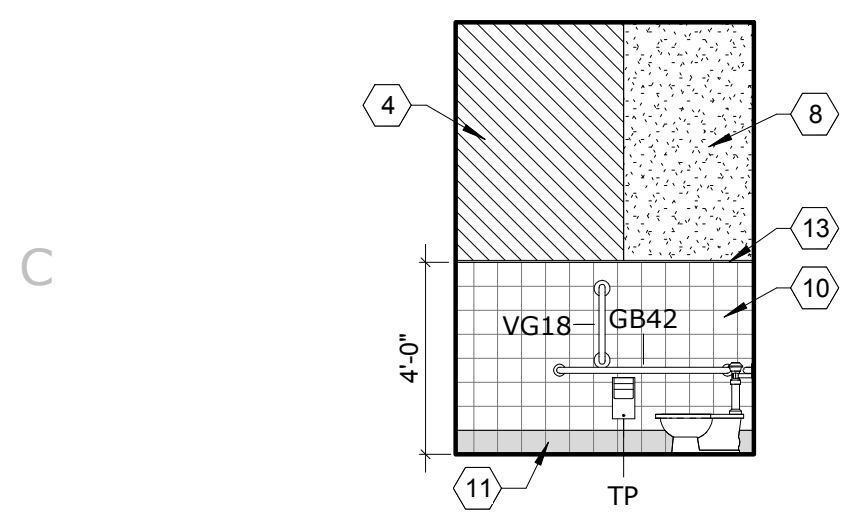


- ### GENERAL NOTES
- A. ALL STUD FRAMING DIMENSIONS ARE TO FACE OF STUD
B. WALL MOUNTED EQUIPMENT DIMENSIONS ARE FROM FINISH FACE TO CENTER OF EQUIPMENT U.N.O.
C. REFERENCE SHEET G005 FOR ACCESSIBLE MOUNTING HEIGHTS. REFER TO CHILDREN'S MOUNTING HEIGHT CHART FOR BOY'S AND GIRL'S RESTROOMS.
D. PROVIDE BACKING AT ALL SHELVES, BRACKETS AND WALL HUNG FIXTURES AND WALL HUNG ACCESSORIES
E. EXTEND ALL STUDS TO BOTTOM CHORD OF ROOF TRUSSES. EXTEND GYPSUM WALL BOARD 6" MIN. ABOVE SUSPENDED CEILINGS.
F. PROVIDE CERAMIC TILE IN ALL RESTROOMS FROM FINISHED FLOOR TO 4'-0" A.F.F. ON ALL WALLS. PROVIDE TILE BACKER UNDER ALL TILED WALL SURFACES WHERE WALLS ARE NEW. PROVIDE MOISTURE RESISTANT GYPSUM WALL ABOVE ALL TILED WALL SURFACES WHERE WALLS ARE NEW.
G. PROVIDE 4" CORNER GUARDS AT ALL OUTSIDE GYPSUM BOARD CORNERS
H. PROVIDE ROOM IDENTIFICATION SIGN (W/ INTERNATIONAL SYMBOL OF ACCESSIBILITY. INCLUDE ROOM NAME & NUMBER AND GENDER GRAPHIC @ TOILET ROOMS) WITH BRAILLE @ 60" A.F.F.
I. MOUNT LAVATORY MIRRORS DIRECTLY ABOVE LAVATORY OR COUNTER.

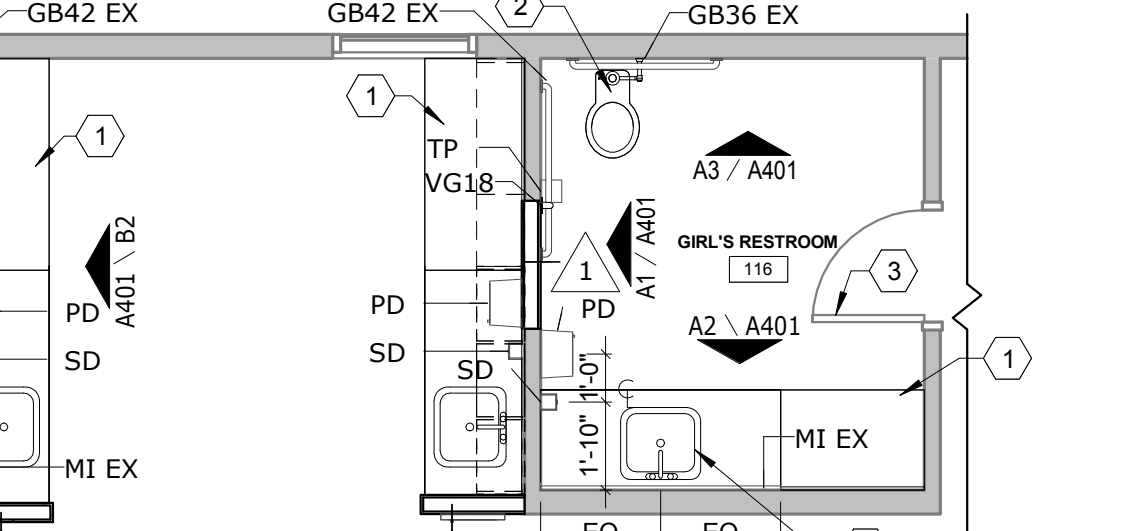
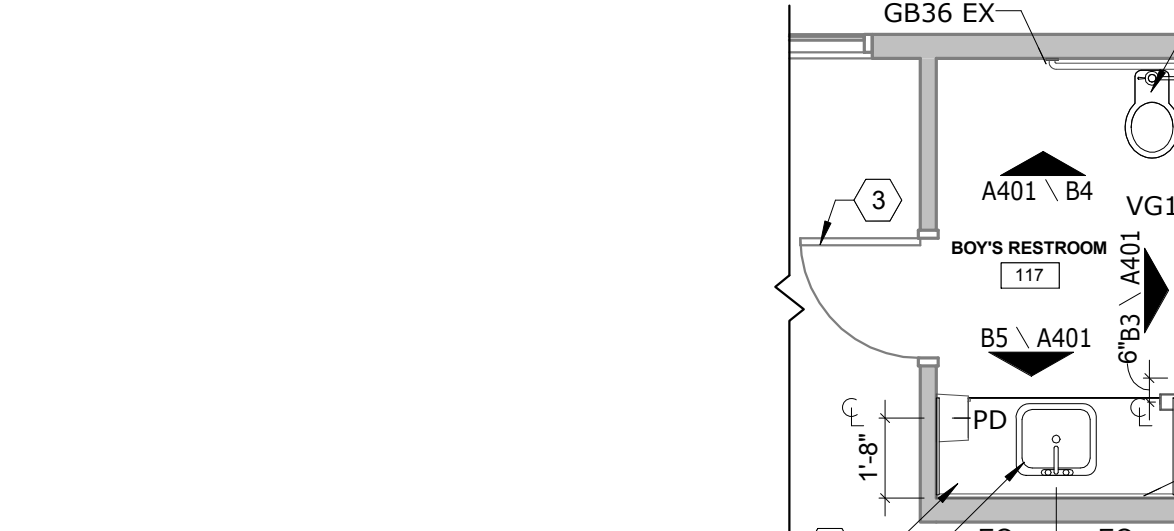
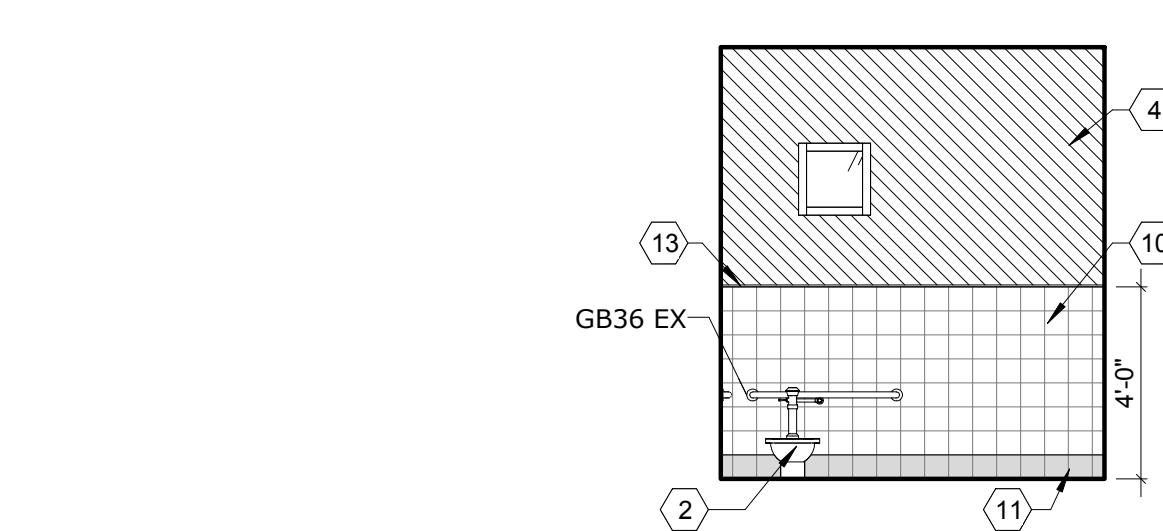
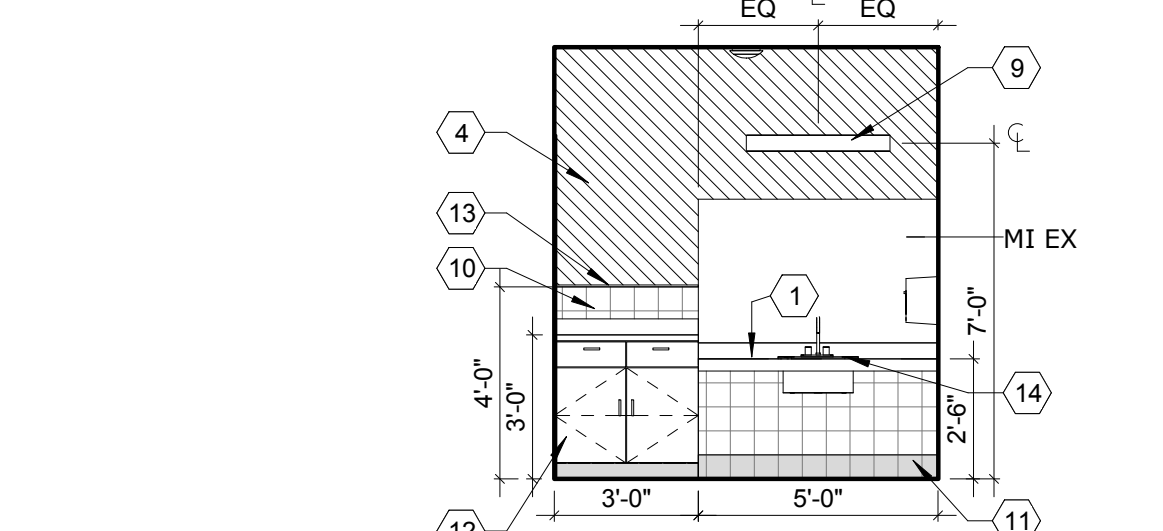
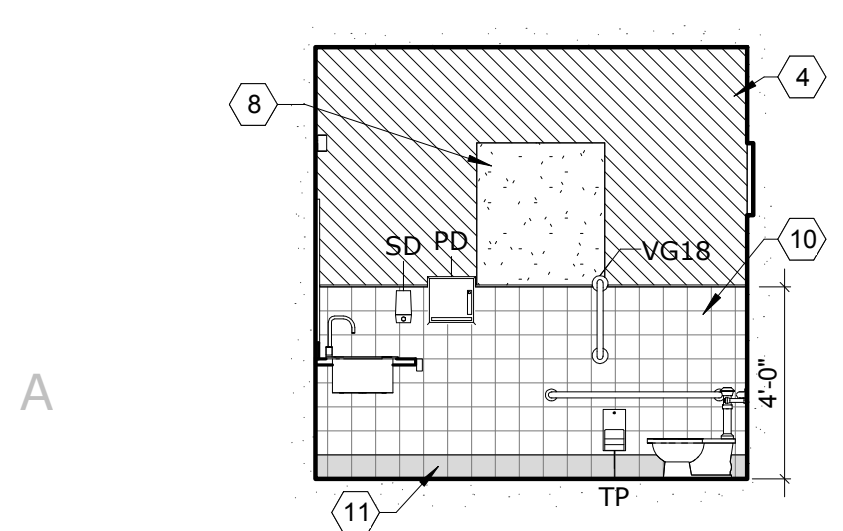
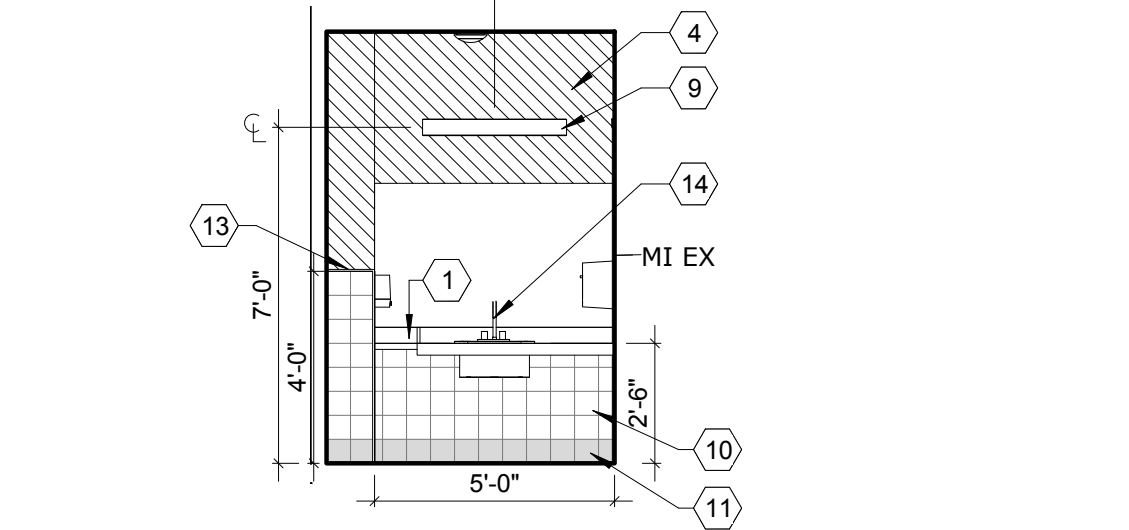
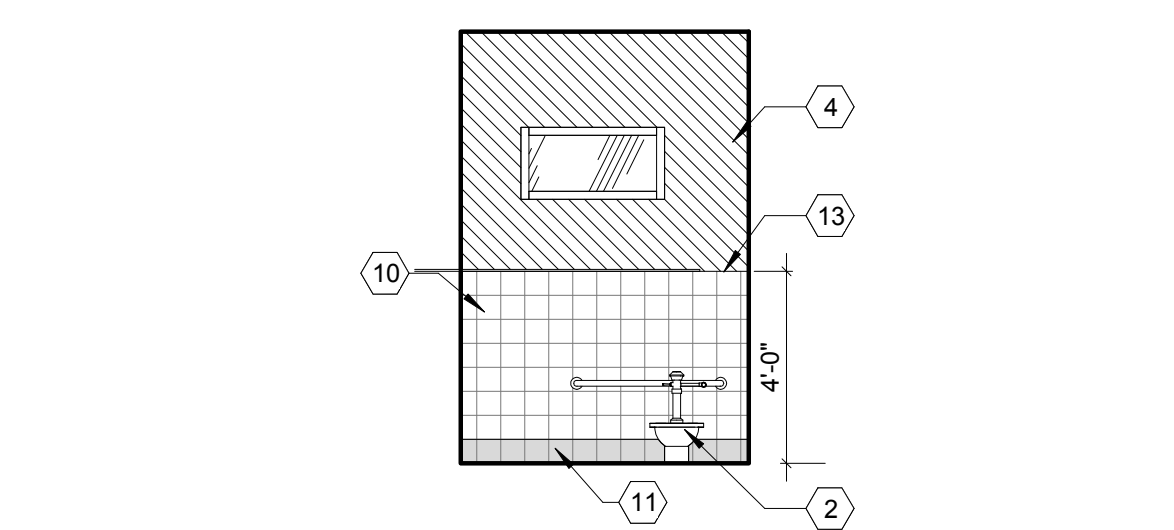
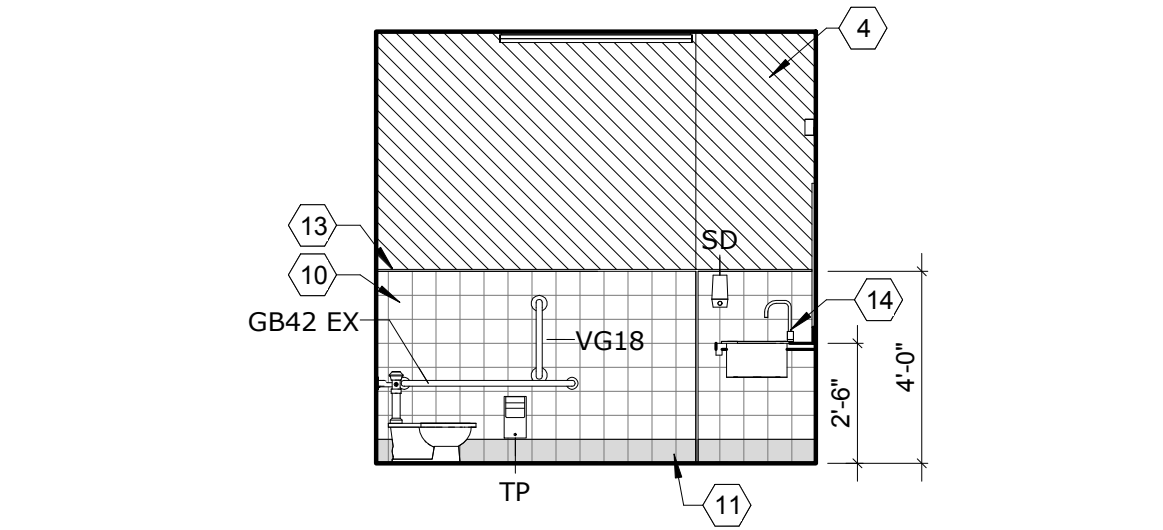
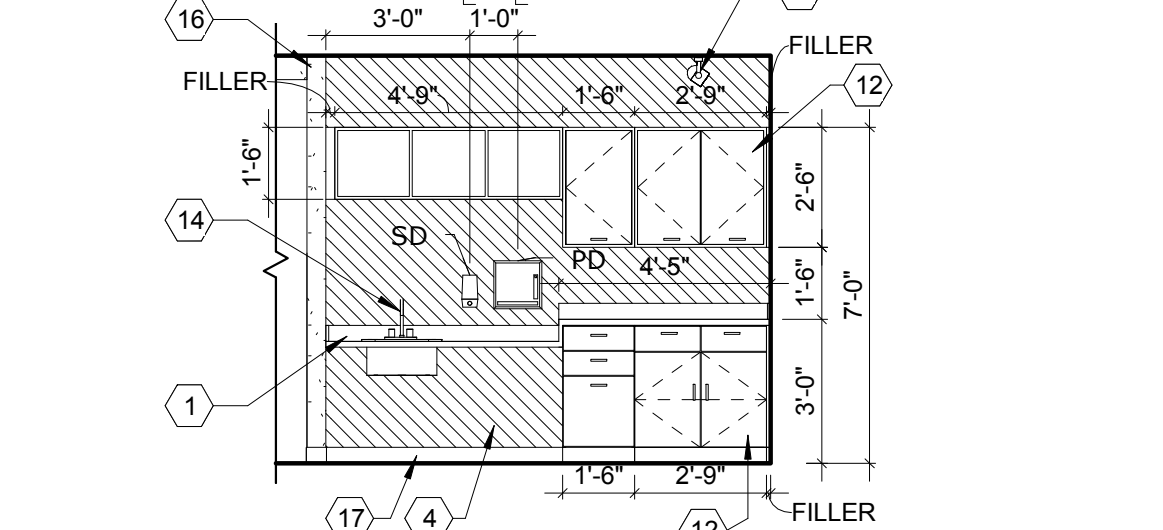
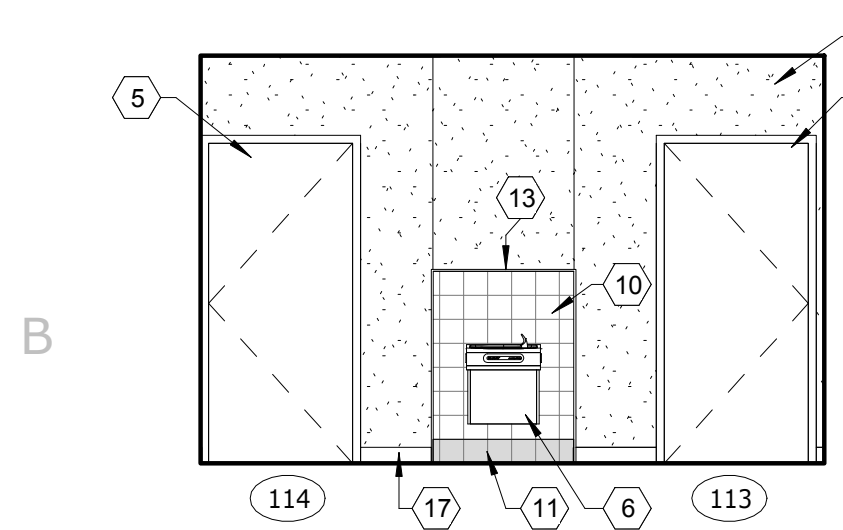
KEYNOTE LEGEND

1	PLASTIC LAMINATE COUNTERTOP WITH 3/4" MDF UNDERLAYMENT
2	CHILDREN'S WATER CLOSET - REFER TO PLUMBING
3	EXISTING DOOR TO REMAIN.
4	EXISTING GYPSUM WALL BOARD TO REMAIN. PATCH/REPAIR. TAPE AND TEXTURE REPAIRED PORTIONS TO MATCH EXISTING. PAINT.
5	RE-LOCATE EXISTING WOOD DOOR TO NEW LOCATION. NEW WOOD FRAME AND NEW HARDWARE.
6	DRINKING FOUNTAIN. REFER TO MOUNTING HEIGHTS - REFER TO PLUMBING
7	
8	GYPSUM BOARD, 5/8", MOISTURE RESISTANT (ABOVE ALL TILED SURFACES) - TAPE AND TEXTURE TO MATCH EXISTING. PAINT.
9	WALL MOUNTED LED LIGHT FIXTURE - REFER TO ELECTRICAL
10	6" X 6" SEMI-GLOSS GLAZED CERAMIC WALL TILE, FIELD COLOR
11	6"X6" GLAZED CERAMIC COVE TILE BASE, ACCENT COLOR #1
12	PLASTIC LAMINATE CASEWORK
13	SCHLUTER ANODIZED ALUMINUM BULL-NOSED EDGE PROTECTION STRIP
14	SINK - PROVIDE ADA PIPE GUARD AT ALL EXPOSED PIPING. REFER TO PLUMBING
15	RE-LOCATED EXISTING TRACK LIGHTING. CLEAN AND REPLACE BULBS WITH LED BULBS. REFERENCE ELECTRICAL
16	GYPSUM BOARD 5/8", STANDARD - TAPE, FLOAT AND FINISH TO MATCH EXISTING
17	RESILIENT BASE
18	BLOCKING
19	1/4" BACK PANEL - MELAMINE FACED MDF
20	ADJUSTABLE SHELF - MELAMINE FACED 3/4" MDF UNDERLAYMENT
21	SHELF STANDARD
22	DOOR FRONT - PLASTIC LAMINATE OVER 3/4" MDF UNDERLAYMENT
23	CASEWORK PANEL - 3/4" MDF, TYP (MELAMINE FACED INTERIOR, HIGH PRESSURE PLASTIC LAMINATE EXTERIOR)
24	VERTICAL WIRE PULL
25	PLASTIC LAMINATE OVER 3/4" MDF UNDERLAYMENT

NOTE: ALL EQUIPMENT LISTED ON THE EQUIPMENT SCHEDULE IS TENANT PROVIDED, CONTRACTOR INSTALLED



EQUIPMENT SCHEDULE - EXAMPLE	
ITEM	NAME
GB36	36" GRAB BAR
GB36 EX	RE-LOCATED EXISTING 36" GRAB BAR
GB42	42" GRAB BAR
GB42 EX	RE-LOCATED EXISTING 42" GRAB BAR
MH	MOP HOLDER
MIR	EXISTING MIRROR TO REMAIN
PD	PAPER TOWEL DISPENSER
SD	LIQUID SOAP DISPENSER
TP	TOILET PAPER DISPENSER
VG18	ADA VERTICAL GRAB BAR 18"



RAICES DEL SABER XINACHTLI
CHARTER SCHOOL
2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

Item	Description	Date	Mark	Issue
	NOT FOR CONSTRUCTION	04/01/2019		



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03.20.2019

PROJECT NO.
434-01

SHEET TITLE
ENLARGED FLOOR PLANS, INTERIOR ELEVATIONS & CASEWORK DETAILS

SHEET NO.

A401

1

2

3

4

5

GENERAL NOTES

- A. ALL STUD FRAMING DIMENSIONS ARE TO FACE OF STUD.
B. WALL MOUNTED EQUIPMENT DIMENSIONS ARE FROM FINISH FACE TO CENTER OF EQUIPMENT U.N.O.
C. REFERENCE SHEET G005 FOR ACCESSIBLE MOUNTING HEIGHTS. REFER TO CHILDREN'S MOUNTING HEIGHT CHART FOR BOY'S AND GIRL'S RESTROOMS.
D. PROVIDE BACKING AT ALL SHELVES, BRACKETS AND WALL HUNG FIXTURES AND WALL HUNG ACCESSORIES.
E. EXTEND ALL STUDS TO BOTTOM CHORD OF ROOF TRUSSES. EXTEND GYPSUM WALL BOARD 6" MIN. ABOVE SUSPENDED CEILINGS.
F. PROVIDE CERAMIC TILE IN ALL RESTROOMS FROM FINISHED FLOOR TO 4'-0" A.F.F. ON ALL WALLS. PROVIDE TILE BACKER UNDER ALL TILED WALL SURFACES WHERE WALLS ARE NEW. PROVIDE MOISTURE RESISTANT GYPSUM WALL ABOVE ALL TILED WALL SURFACES WHERE WALLS ARE NEW.
G. PROVIDE 4" CORNER GUARDS AT ALL OUTSIDE GYPSUM BOARD CORNERS.
H. PROVIDE ROOM IDENTIFICATION SIGN (W/ INTERNATIONAL SYMBOL OF ACCESSIBILITY). INCLUDE ROOM NAME & NUMBER AND GENDER GRAPHIC @ TOILET ROOMS) WITH BRAILLE @ 60" A.F.F.
I. MOUNT LAVATORY MIRRORS DIRECTLY ABOVE LAVATORY OR COUNTER.

KEYNOTE LEGEND

1	HORIZONTAL WIRE PULL
2	ADJUSTABLE SHELF - MELAMINE FACED 3/4" MDF UNDERLAYMENT
3	DOOR FRONT - PLASTIC LAMINATE OVER 3/4" MDF UNDERLAYMENT
4	1/4" BACK PANEL - MELAMINE FACED MDF
5	WOOD SUB BASE
6	SCHEDULED BASE
7	PLASTIC LAMINATE COUNTERTOP WITH 3/4" MDF UNDERLAYMENT
8	CASEWORK PANEL - 3/4" MDF, TYP (MELAMINE FACED INTERIOR, HIGH PRESSURE PLASTIC LAMINATE EXTERIOR)
9	DRAWER WITH SLIDE AND DRAWER FRONT - BY CASEWORK MANUFACTURER
10	VERTICAL WIRE PULL
11	
12	GYPSUM BOARD 5/8", STANDARD - TAPE, FLOAT AND FINISH TO MATCH EXISTING
13	EXISTING GYPSUM WALL BOARD TO REMAIN. PATCH/REPAIR. TAPE AND TEXTURE REPAIRED PORTIONS TO MATCH EXISTING. PAINT.
14	EXISTING WATER CLOSET, GRAB BARS, VANITY, LAVATORY, MIRROR AND WALL MOUNTED EQUIPMENT TO REMAIN IN STAFF RESTROOM.
15	EXISTING COUNTERTOP TO REMAIN. RE-SURFACE COUNTERTOP, BACKSPLASH AND ALL EXPOSED SIDES WITH NEW PLASTIC LAMINATE.
16	RE-LOCATED EXISTING COUNTER COILING DOOR.
17	PLASTIC LAMINATE COUNTERTOP - REFER TO SECTION AND ELEVATION
18	RESILIENT BASE
19	EXISTING DOOR TO REMAIN.
20	PLASTIC LAMINATE CASEWORK
21	COUNTERTOP SUPPORT BRACKET
22	ELECTRICAL RECEPTACLE - REFER TO ELECTRICAL
23	COUNTERTOP SUPPORT ANGLE
24	RELOCATED EXISTING 3-COMPARTMENT SINK. REFER TO PLUMBING
25	EXISTING WATER COOLER TO REMAIN. RE-POSITION WATER COOLER SUCH THAT THE HEIGHT OF THE SPOUT FROM F.F. DOES NOT EXCEED 30"
26	EXISTING BASE CABINETS TO REMAIN. RE-SURFACE ALL EXPOSED SURFACES WITH NEW PLASTIC LAMINATE
27	WALL MOUNTED LED LIGHT FIXTURE - REFER TO ELECTRICAL
28	REMOVE AND REINSTALL EXISTING TOILET EQUIPMENT AS REQUIRED FOR NEW FINISHES
29	SINK - PROVIDE ADA PIPE GUARD AT ALL EXPOSED PIPING. REFER TO PLUMBING
30	BACKSPLASH
31	SHELF STANDARD
32	DRAWER FRONT - PLASTIC LAMINATE OVER 3/4" UNDERLAYMENT

RAICES DEL SABER XINACHTLI

CHARTER SCHOOL

2211 N. VALLEY DRIVE
LAS CRUCES, NM 88007

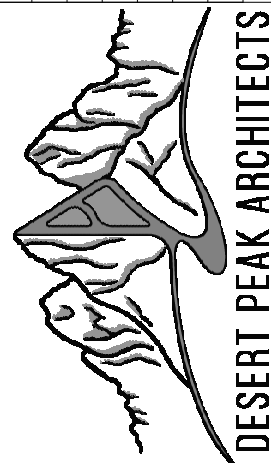
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Date

04/01/2019

Mark

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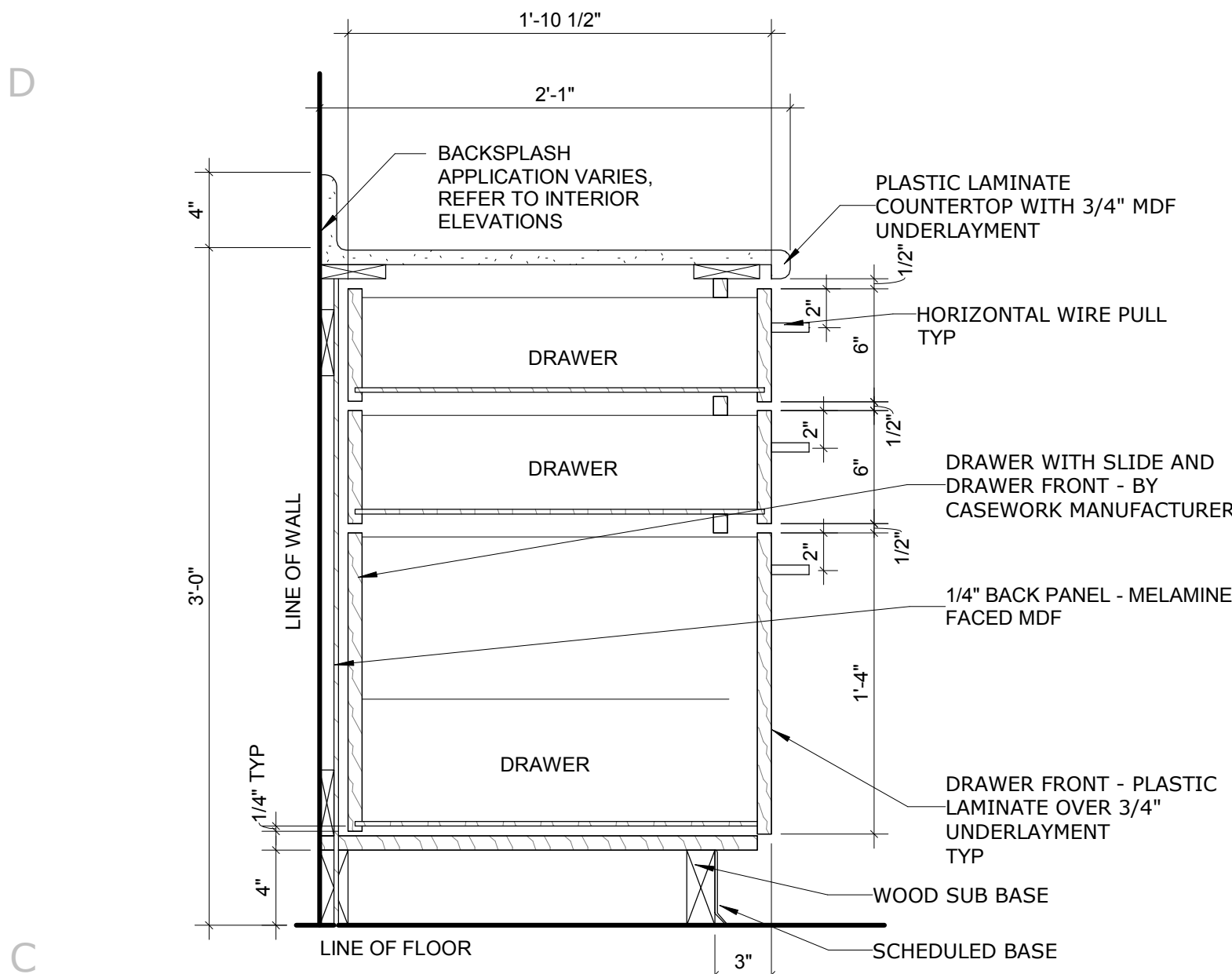
03.20.2019

PROJECT NO.
434-01

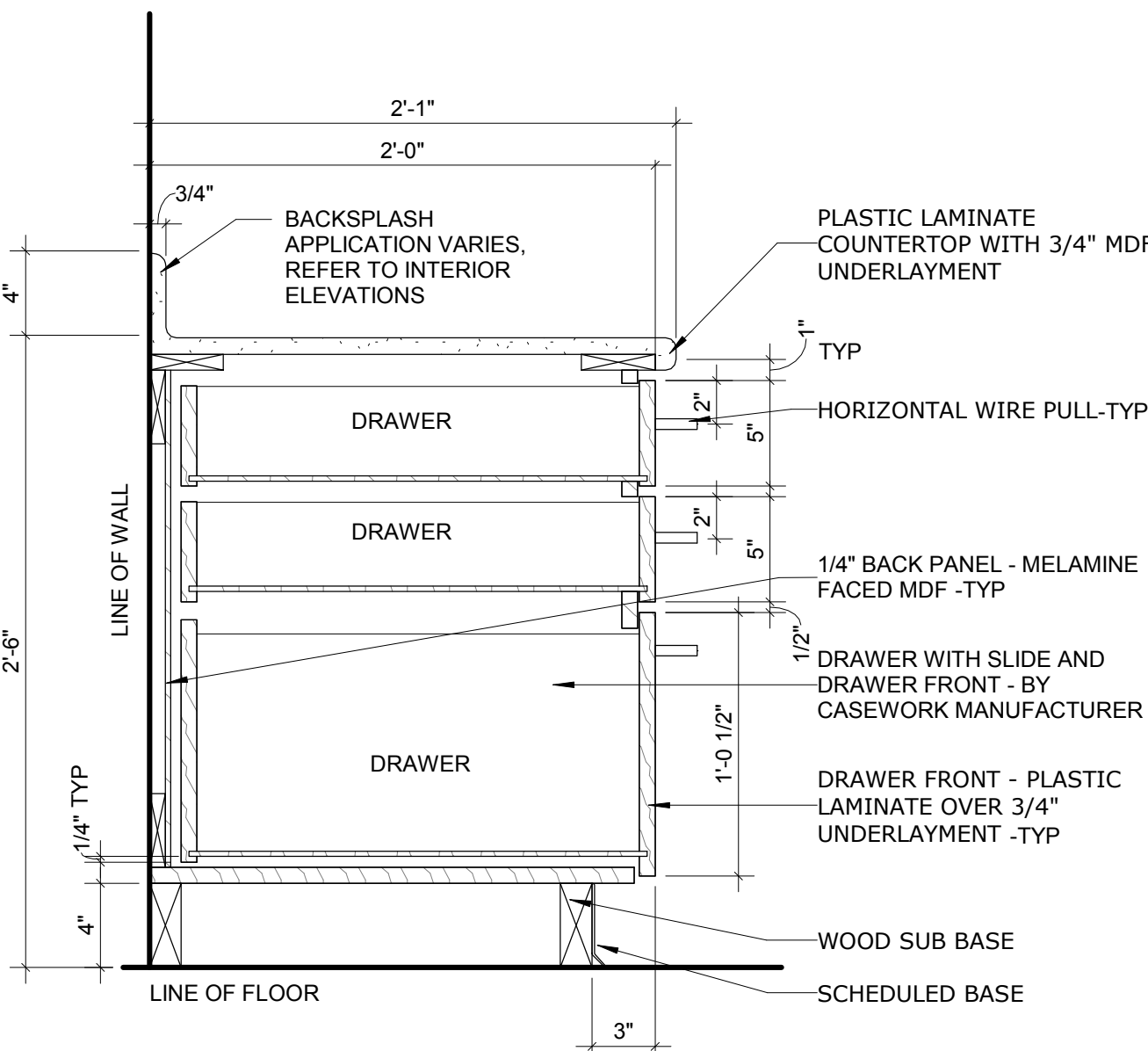
SHEET TITLE
INTERIOR
ELEVATIONS &
CASEWORK DETAILS

SHEET NO.

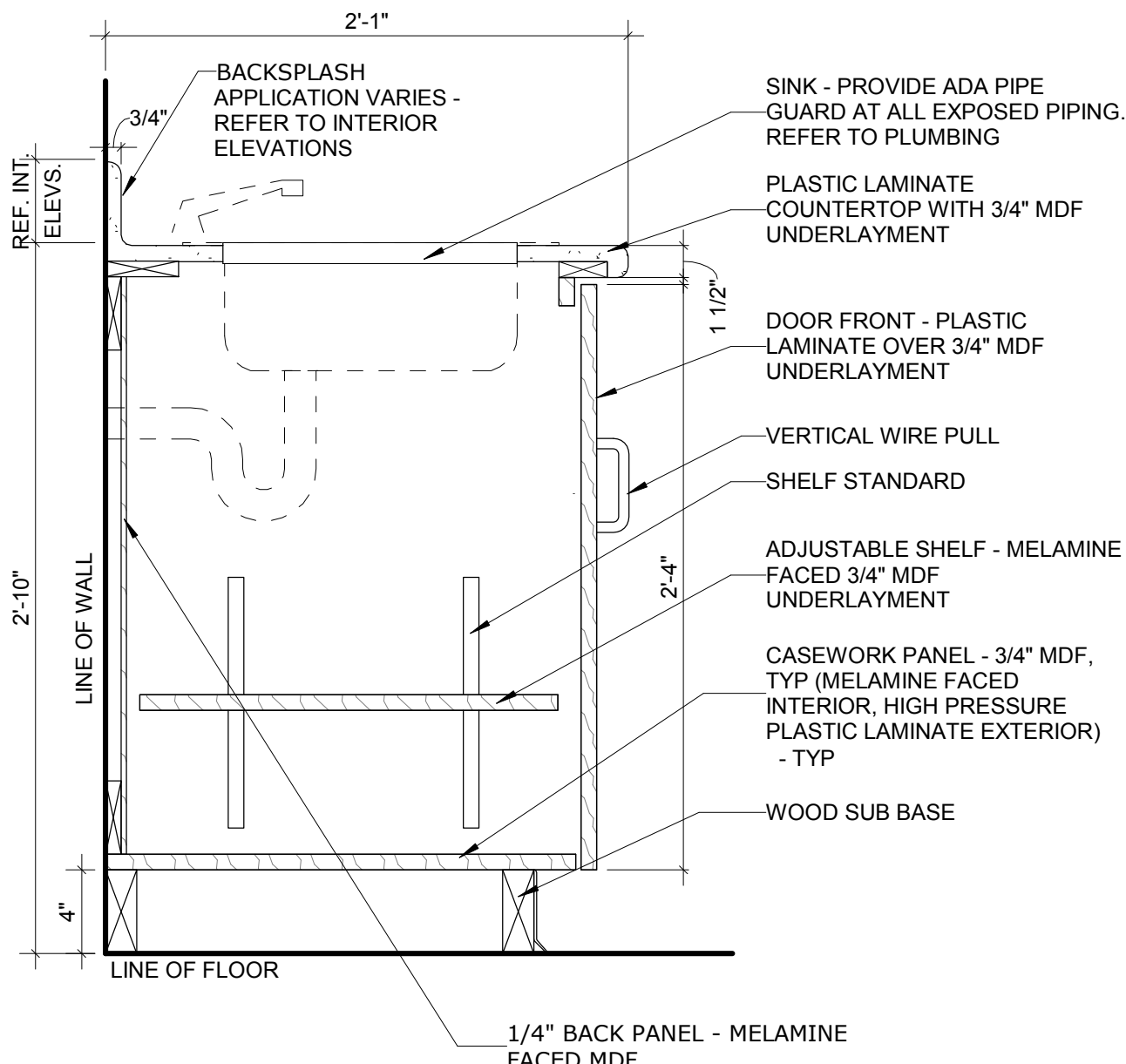
A402



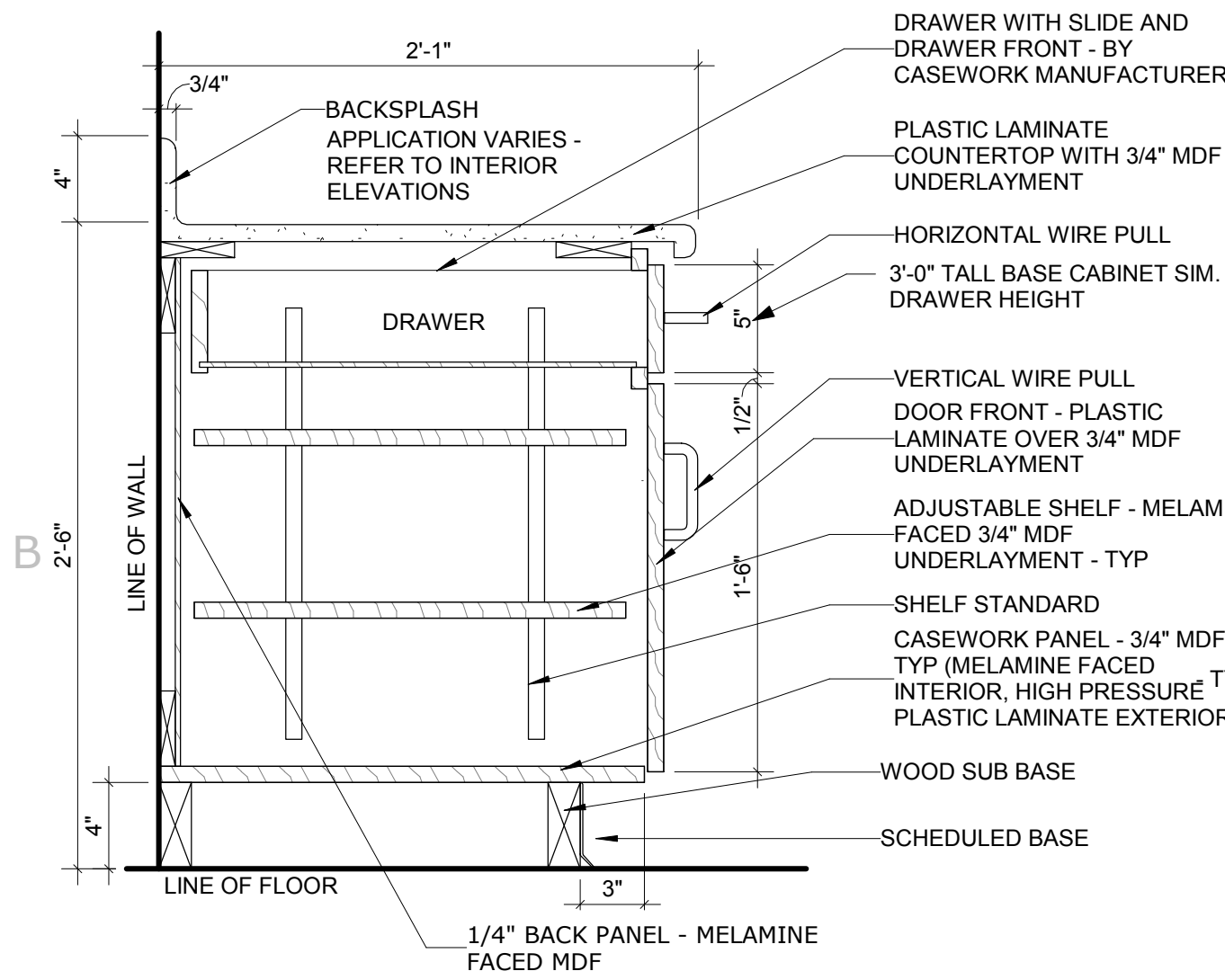
c1 BASE CABINET DRAWER DETAIL - 3" HEIGHT
A402 1 1/2" = 1'-0"



C2 BASE CABINET DRAWER DETAIL - 2'-6" HEIGHT
A402 1 1/2" = 1'-0"

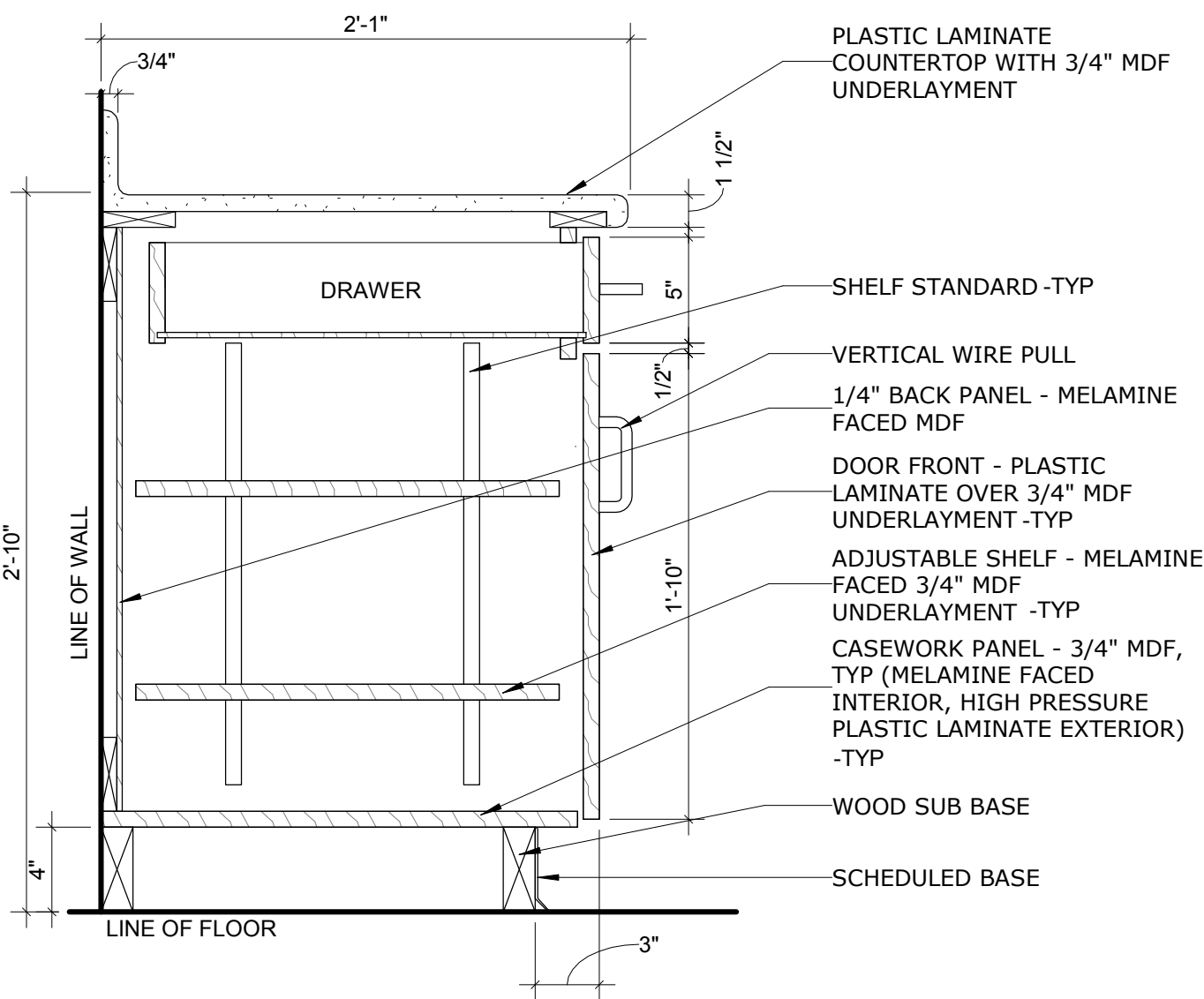


C4 BASE CABINET DETAIL WITH SINK
A402 1 1/2" = 1'-0"

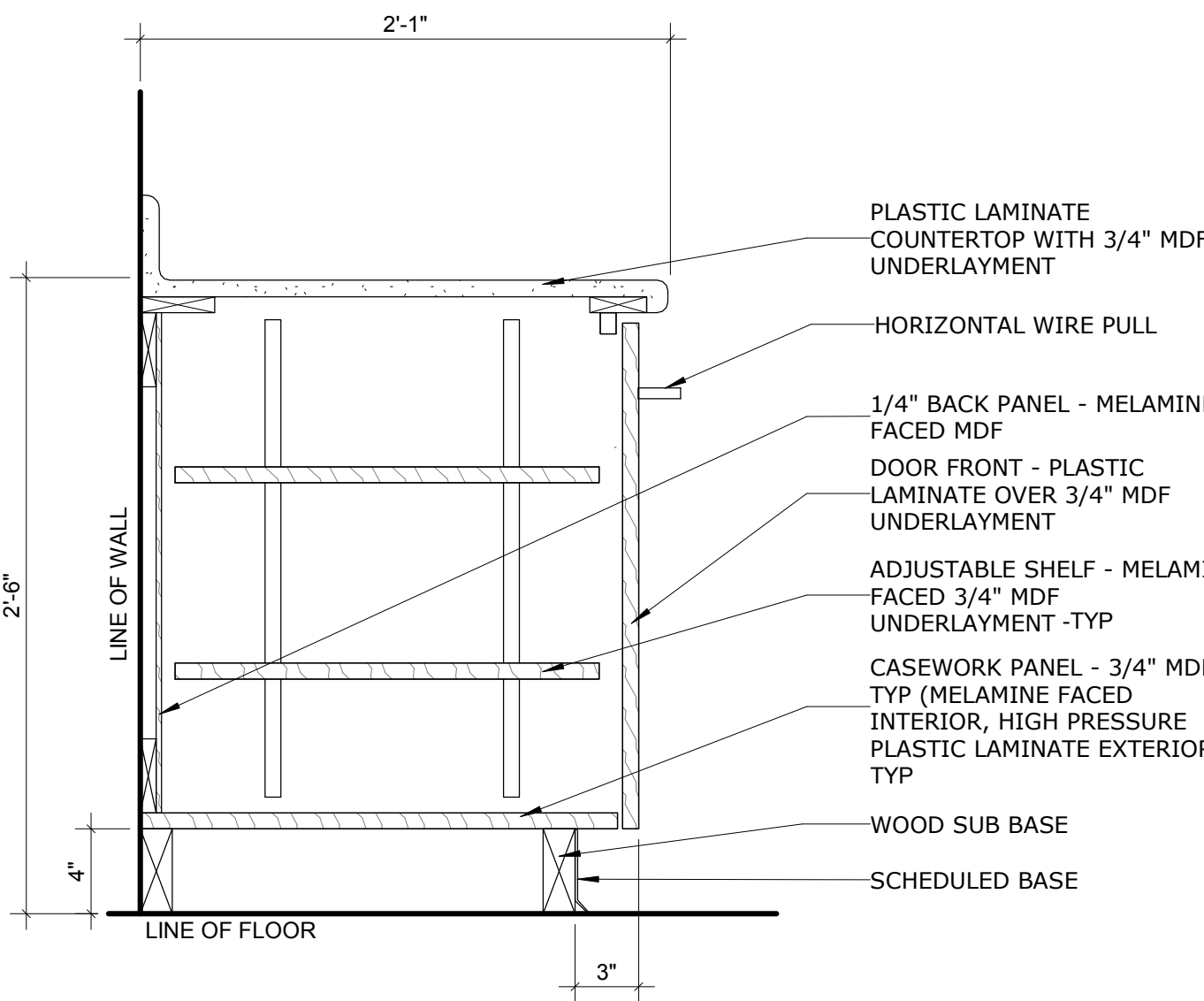


B1 BASE CABINET WITH DRAWER - 2'-6" HEIGHT
A402 1 1/2" = 1'-0"

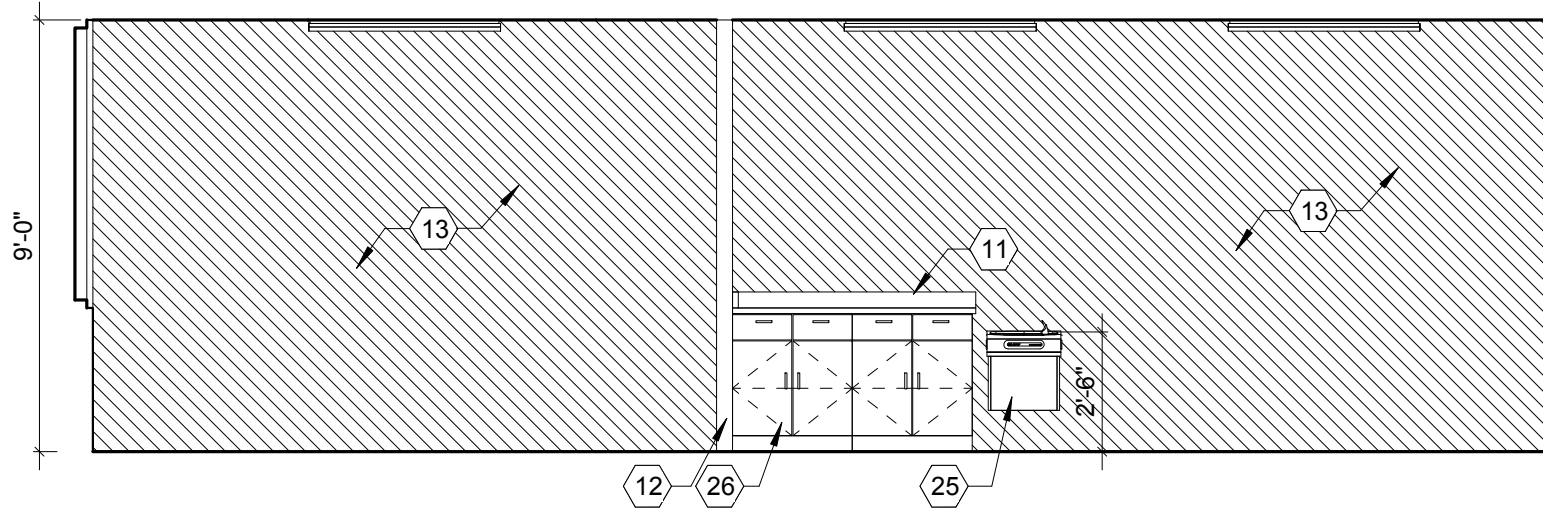
NOTE: 3'-0" TALL BASE CABINET WITH DRAWER SIMILAR - 6" TALL DRAWER



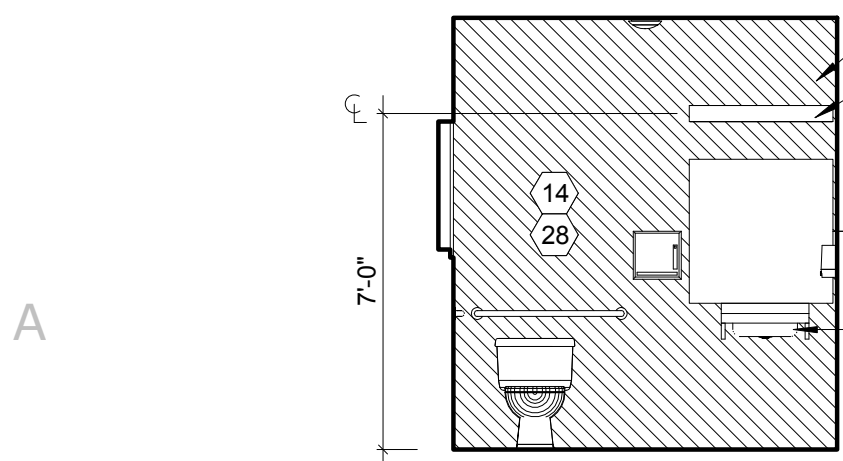
B2 BASE CABINET DETAIL WITH DRAWER - 2'-10" HEIGHT
A402 1 1/2" = 1'-0"



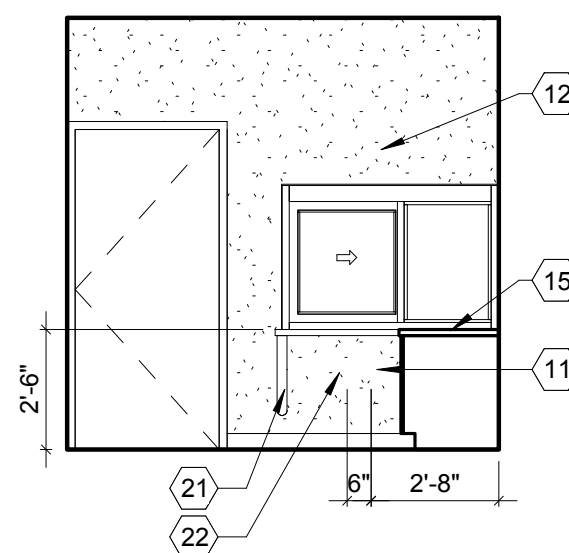
B4 BASE CABINET DETAIL - 2' 6" HEIGHT
A402 1 1/2" = 1'-0"



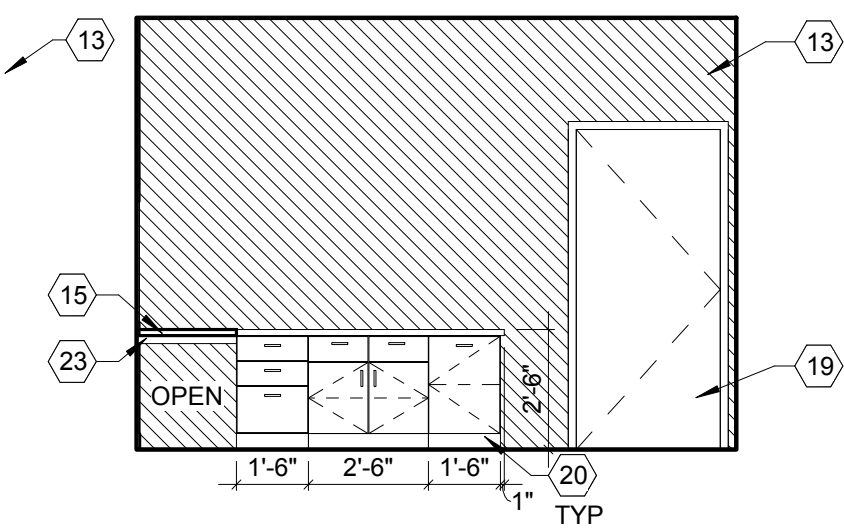
B5 FIRST GRADE CLASSROOM LOOKING NORTH
A402 1/4" = 1'-0"



A1 STAFF RESTROOM LOOKING SOUTH
A402 1/4" = 1'-0"

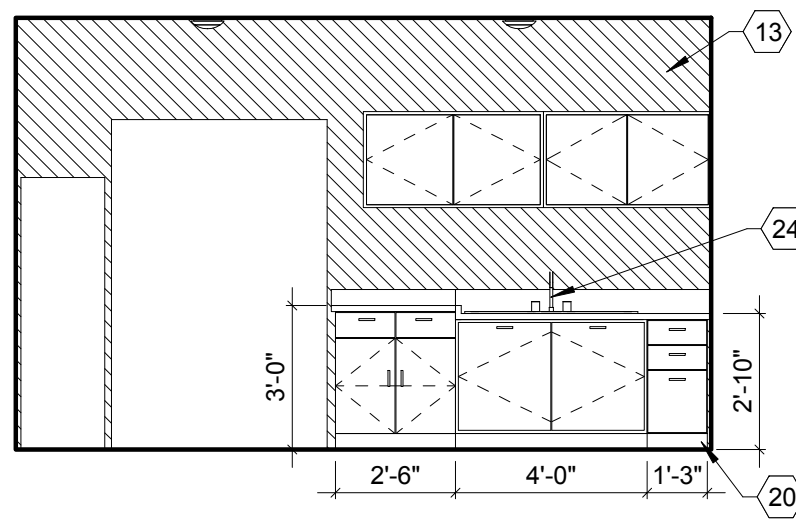


A2 RECEPTION LOOKING WEST
A402 1/4" = 1'-0"

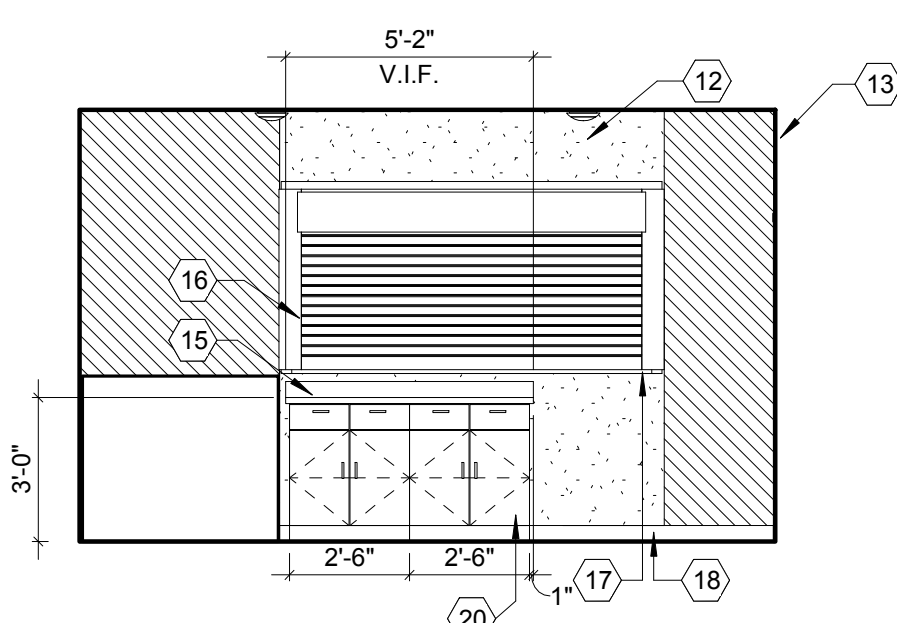


A3 RECEPTION LOOKING NORTH
A402 1/4" = 1'-0"

NOTE: SOUTH ELEVATION OF RECEPTION 103 SIMILAR, MIRRORED



A4 FOOD DISTRIBUTION LOOKING WEST
A402 1/4" = 1'-0"



A5 FOOD DISTRIBUTION LOOKING EAST
A402 1/4" = 1'-0"

1

2

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4

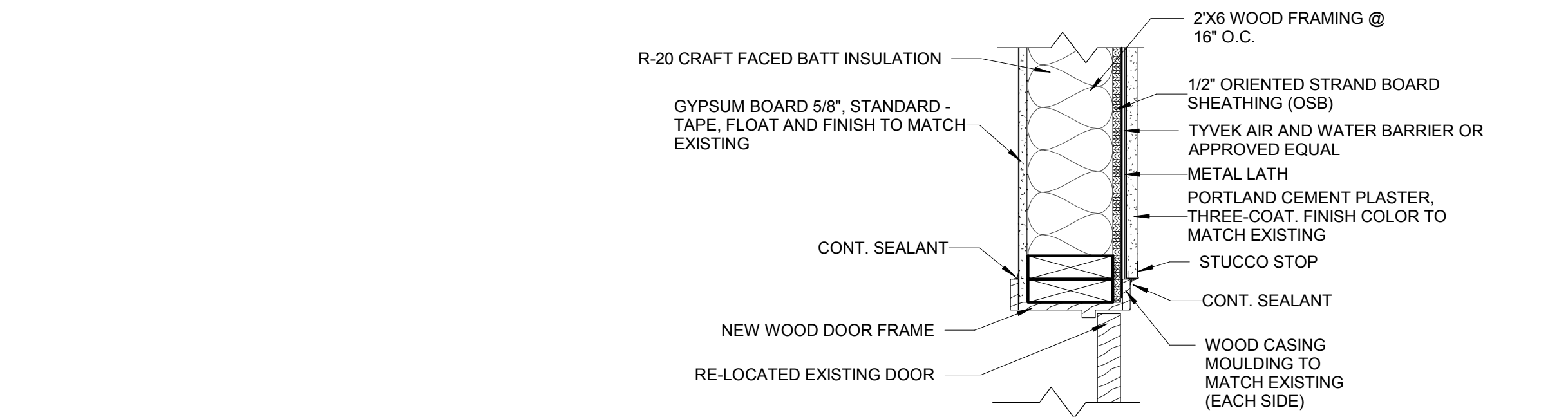
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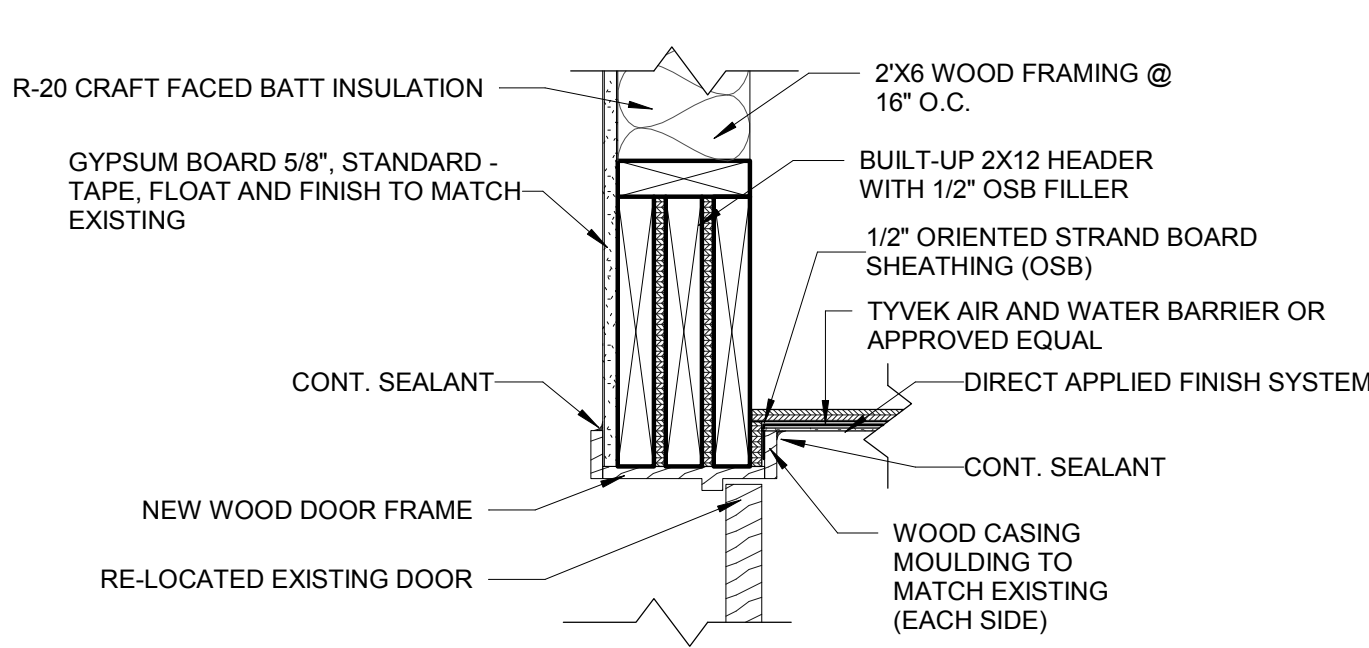
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B

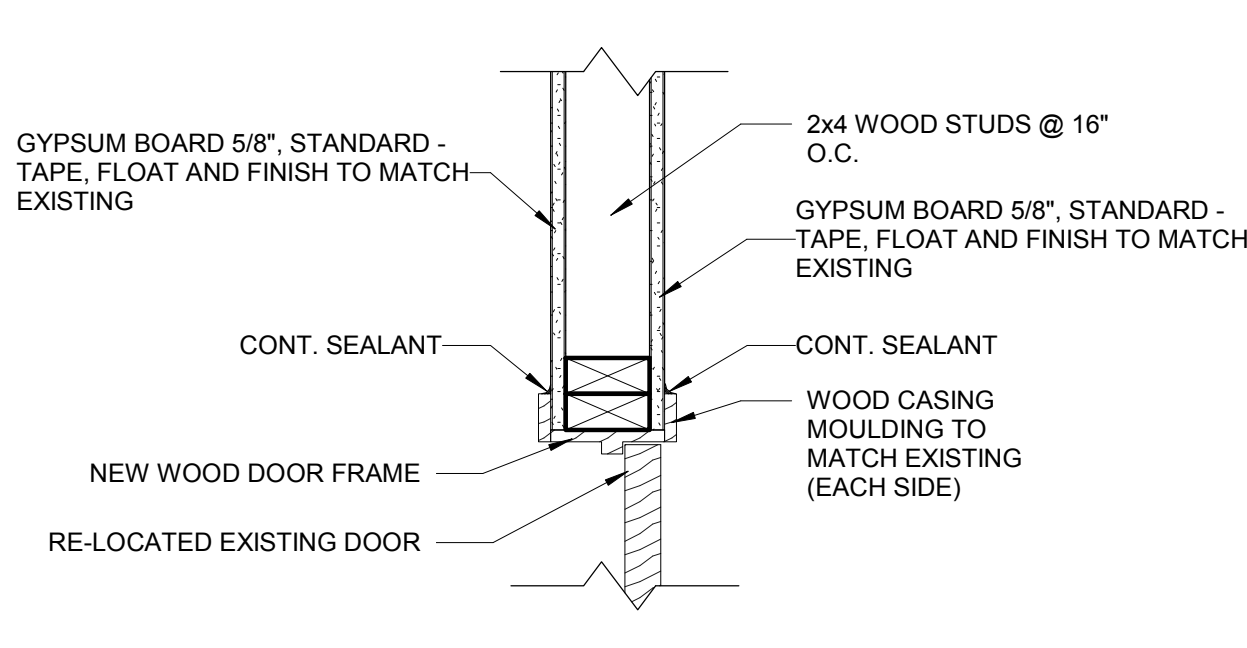
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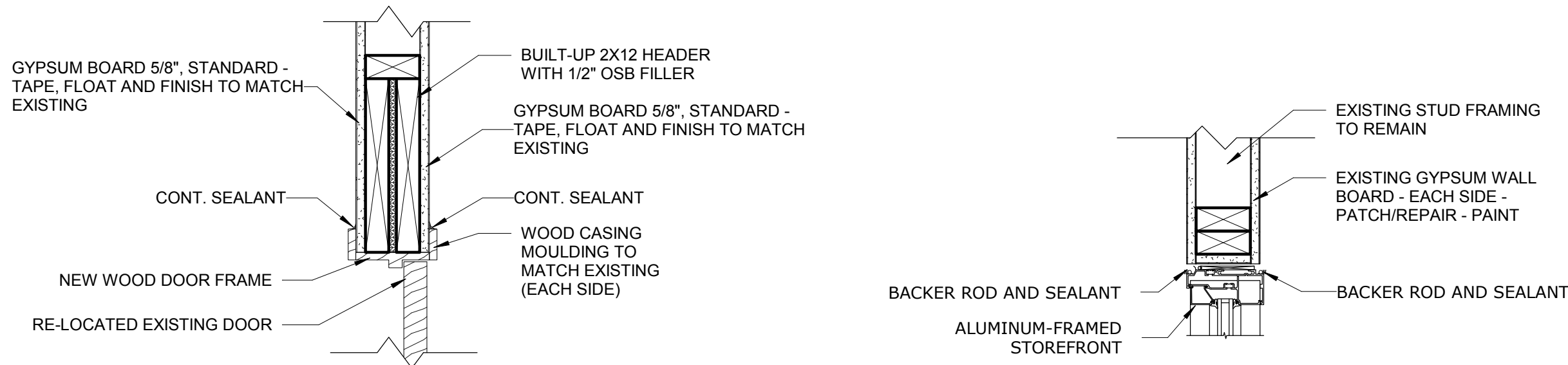
B2
A530 DOOR HEAD DETAIL - NEW EXTERIOR
1 1/2" = 1'-0"



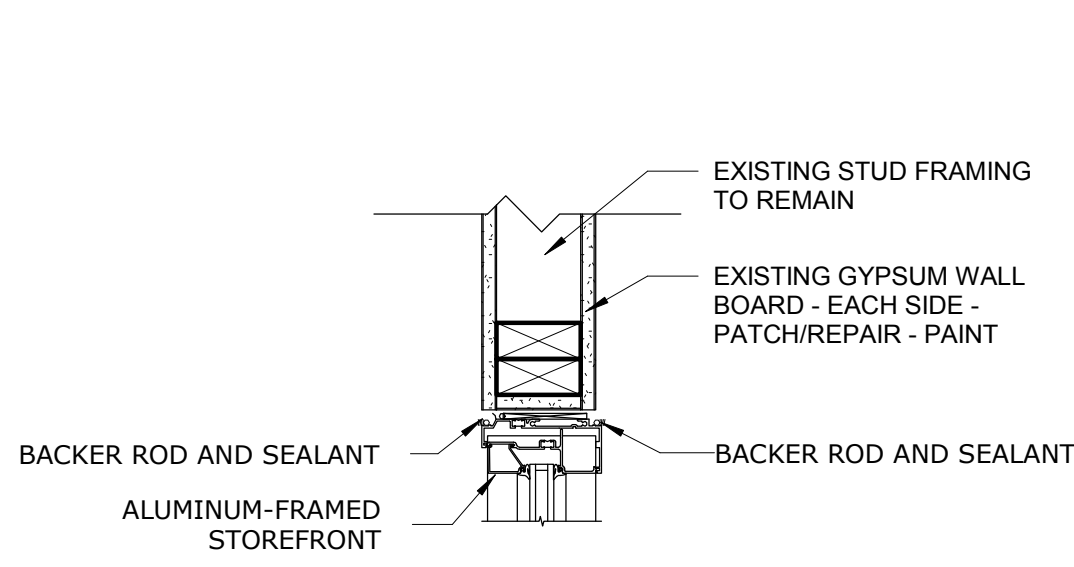
B4
A530 DOOR HEAD DETAIL - NEW EXTERIOR
1 1/2" = 1'-0"



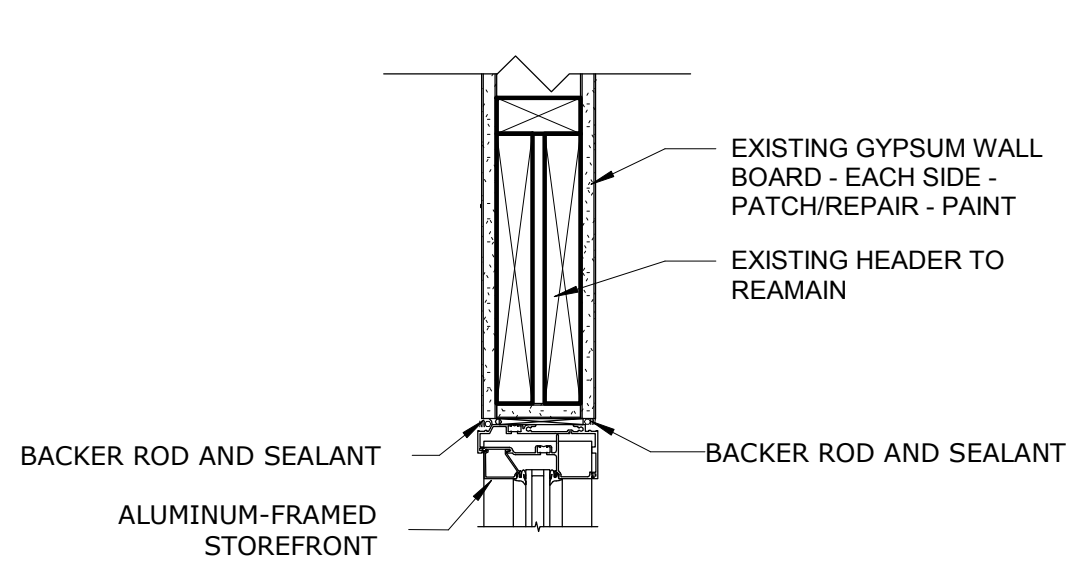
B5
A530 DOOR JAMB DETAIL - NEW INTERIOR WALL
1 1/2" = 1'-0"



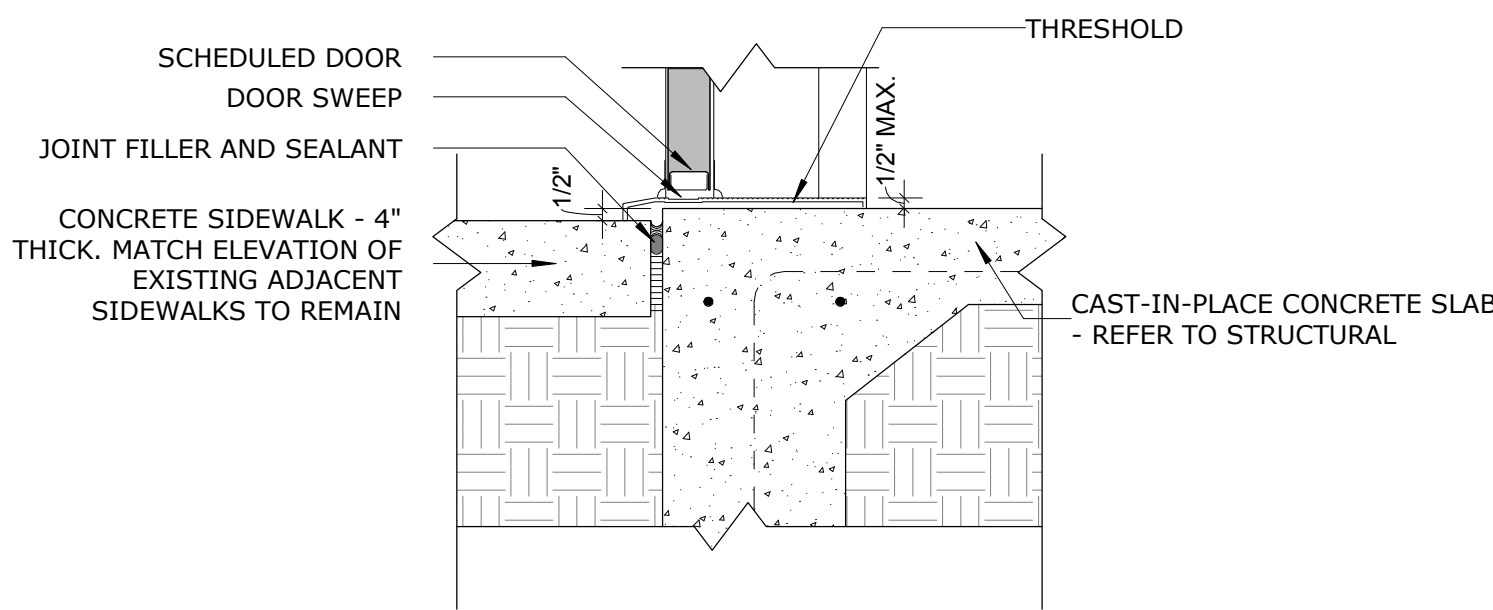
A1
A530 DOOR HEAD DETAIL - NEW INTERIOR WALL
1 1/2" = 1'-0"



A2
A530 ALUMINUM JAMB DETAIL
1 1/2" = 1'-0"



A4
A530 ALUMINUM HEAD DETAIL
1 1/2" = 1'-0"



C4
A530 THRESHOLD DETAIL
1 1/2" = 1'-0"

Mark	Date	Description
ISSUE:	04/07/2019	NOT FOR CONSTRUCTION



DESERT PEAK ARCHITECTS

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FIRST FLOOR ROOM FINISH SCHEDULE										
ROOM ID		FLOOR		WALLS				CEILING		COMMENTS
ROOM NO	ROOM NAME	FLOOR	BASE	NORTH	SOUTH	EAST	WEST	MATL	HEIGHT	
101	HALL	VET	RB	EX GYP / GYP	EX GYP / GYP	EX GYP / GYP	EX GYP / GYP	ACT	8'-6"	PATCH/REPAIR EXISTING GYP AS REQUIRED. PAINT.
102	OFFICE	VET	RB	EX GYP	EX GYP	EX GYP	EX GYP	EX CLG		PATCH/REPAIR EXISTING GYP AS REQUIRED. PAINT.
103	RECEPTION	VET	RB	EX GYP	EX GYP	EX GYP	GYP	EX CLG		
104	OFFICE	VET	RB	EX GYP	EX GYP	EX GYP	EX GYP	EX CLG		
105	STAFF RESTROOM	VET	RB	EX GYP	EX GYP	EX GYP	EX GYP	EX CLG	EXISTING	
106	WORK ROOM	VET (BASE) - STC (ALTERNATE)	RB	EX GYP	EX GYP / GYP	EX GYP	EX GYP / GYP	EX CLG	EXISTING	RE-STAIN EXISTING CONCRETE FLOOR AS ALTERNATE FLOOR MATERIAL
107	MULTI-PURPOSE ROOM	VET	RB	EX GYP	EX GYP	EX GYP / GYP	EX GYP	EX CLG	EXISTING	
108	FIRST GRADE CLASSROOM	VET	RB	EX GYP	EX GYP / GYP	EX GYP	EX GYP	EG CLG / GYP	EXISTING / 9'-0"	
109	MECH	EX	EX	EX	EX	EX	EX	EX CLG		
110	FOOD DISTRIBUTION	VET	RB	EX GYP	EX GYP	EX GYP / GYP	EX GYP	EX CLG	EXISTING	
111	DATA/ELECTRICAL	VET	RB	EX GYP	EX GYP	EX GYP	EX GYP	EX CLG	EXISTING	
112	MECH	EX	EX	EX	EX	EX	EX	EX	EXISTING	
113	BOY'S RESTROOM	CT (BASE) - STC (ALTERNATE)	CTB	CT / MRGYP	CT / MRGYP	CT / MRGYP	CT / MRGYP	GYP	9'-0"	STAIN EXISTING CONCRETE FLOOR AS ALTERNATE FLOOR MATERIAL
114	GIRL'S RESTROOM	CT (BASE) - STC (ALTERNATE)	CTB	CT / MRGYP	CT / MRGYP	CT / MRGYP	CT / MRGYP	GYP	9'-0"	STAIN EXISTING CONCRETE FLOOR AS ALTERNATE FLOOR MATERIAL
115	KINDERGARTEN CLASSROOM #1	VET (BASE) - STC (ALTERNATE)	RB	EX GYP / GYP	EX GYP / GYP	EX GYP	EX GYP / GYP	ACT / GYP	8'-6" / 8'-0"	RE-STAIN EXISTING CONCRETE FLOOR AS ALTERNATE FLOOR MATERIAL
116	GIRL'S RESTROOM	CT (BASE) - STC (ALTERNATE)	CTB	EX GYP	EX GYP	EX GYP	EX GYP / GYP	EX CLG	9'-0"	RE-STAIN EXISTING CONCRETE FLOOR AS ALTERNATE FLOOR MATERIAL
117	BOY'S RESTROOM	CT (BASE) - STC (ALTERNATE)	CTB	EX GYP	EX GYP	EX GYP	EX GYP	EX CLG	9'-0"	RE-STAIN EXISTING CONCRETE FLOOR AS ALTERNATE FLOOR MATERIAL
118	KINDERGARTEN CLASSROOM #2	VET (BASE) - STC (ALTERNATE)	CTB	EX GYP / GYP	EX GYP / GYP	EX GYP / GYP	GYP	ACT		RE-STAIN EXISTING CONCRETE FLOOR AS ALTERNATE FLOOR MATERIAL
119	JANITOR	VET (BASE) - STC (ALTERNATE)	RB	FRP	FRP	FRP	FRP	GYP	8'-0"	FRP PANEL FLOOR TO CEILING

ROOM FINISH LEGEND

FLOOR FINISH

VET: VINYL ENHANCED TILE
STC: RE-STAIN EXISTING CONCRETE (ALTERNATE #2)
EX: EXISTING FLOOR FINISH TO REMAIN - NO WORK
CT: CERAMIC FLOOR TILE

WALL BASE

RB: 4" RUBBER COVERED BASE
CTB: GLAZED CERAMIC TILE COVERED BASE
EX: EXISTING BASE TO REMAIN - NO WORK

NOTE:

PROVIDE RUBBER TRANSITION STRIPS AT JOINTS BETWEEN DISSIMILAR MATERIALS.

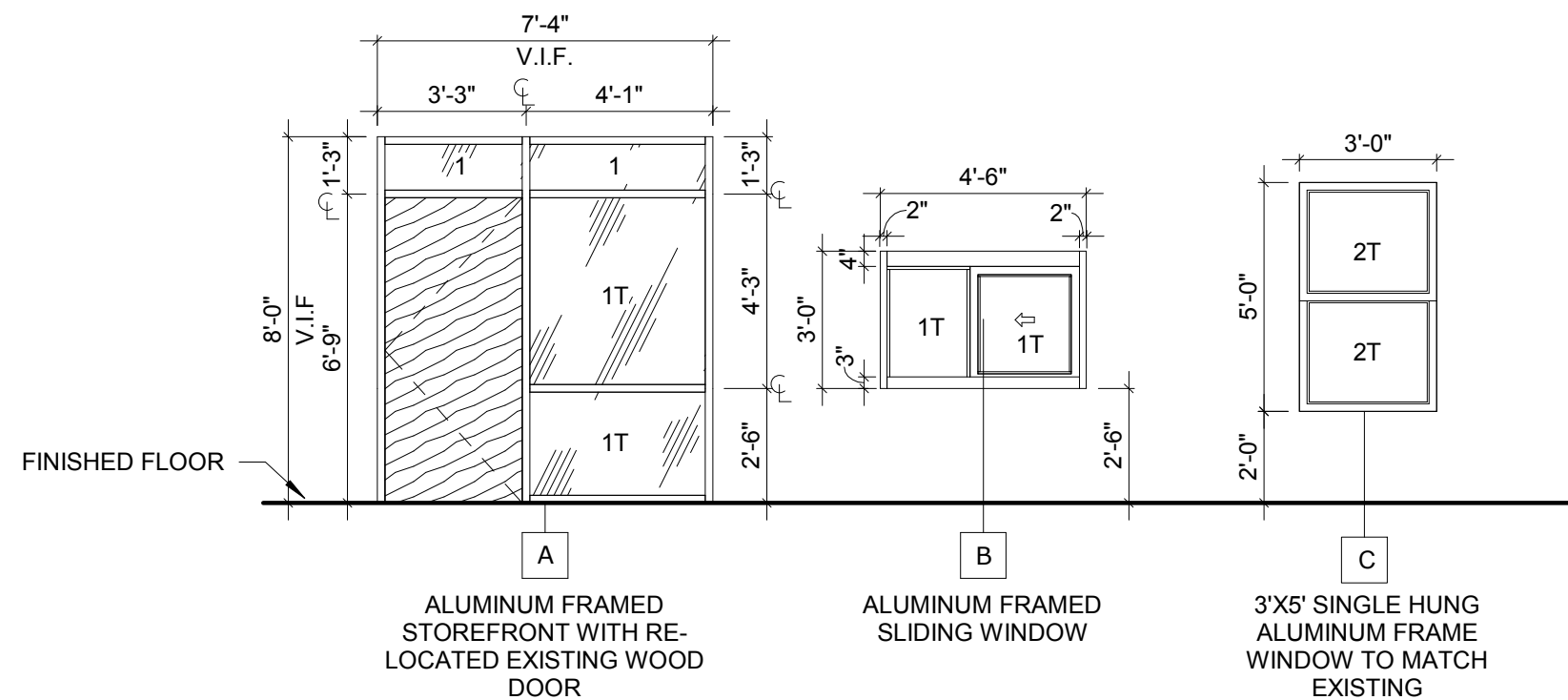
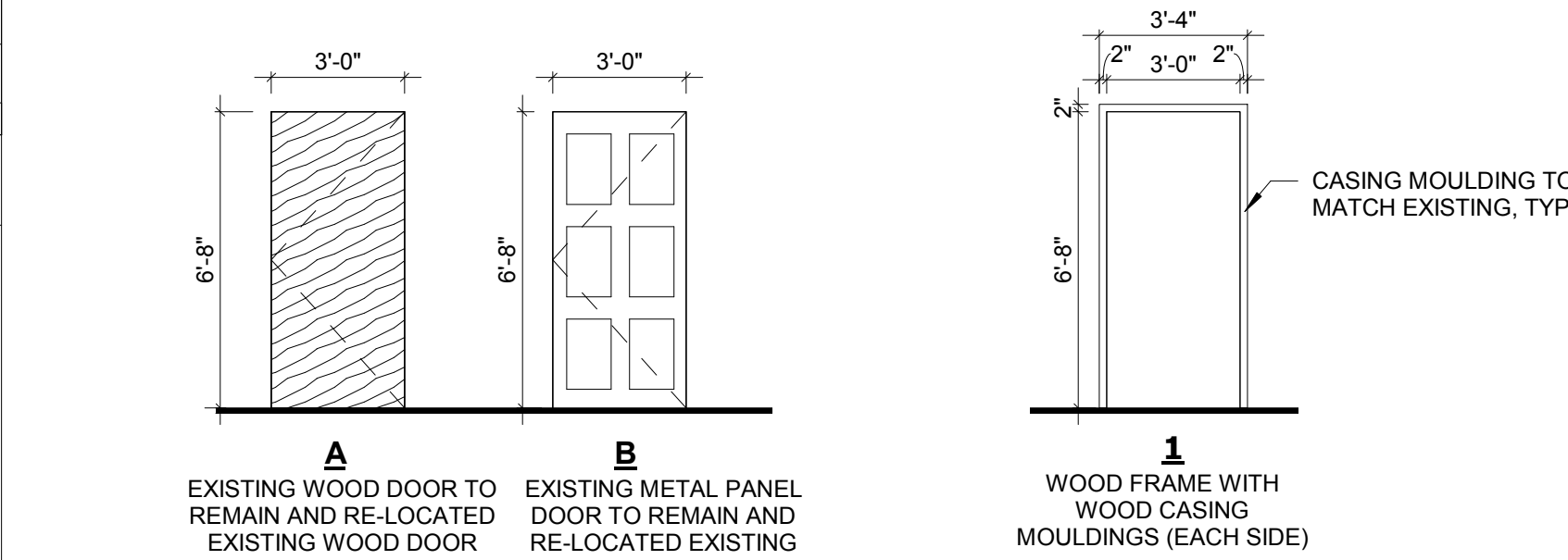
WALL FINISH

EX GYP: EXISTING GYPSUM WALL BOARD TO REMAIN- PATCH AND REPAIR AS REQUIRED, PAINT
GYP: 5/8" STANDARD GYPSUM WALL BOARD, TAPE, TEXTURE TO MATCH EXISTING - PAINT
MRGYP: 5/8" MOISTURE RESISTANT GYPSUM WALL BOARD ABOVE ALL TILED WALL SURFACES (NEW WALLS ONLY)
FRP: FIBERGLASS REINFORCED PANELS

CEILING FINISH

ACT: 2' X 4' ACOUSTICAL TILE CEILING
GYP: 5/8" STANDARD GYPSUM CEILING BOARD, TAPE, TEXTURE TO MATCH EXISTING - PAINT
EX CLG: EXISTING CEILING TO REMAIN. PATCH / REPAIR AS REQUIRED - PAINT

FIRST FLOOR DOOR AND FRAME SCHEDULE										
DOOR						FRAME		MISC		
MARK	WIDTH	HT	THK	ELEV	MATL	ELEV*	MATL	HDW SET**	COMMENTS	
101A	3'- 0"	6'- 8"	1 3/4"	B	EX MTL	1	WD		EXISTING METAL PANEL DOOR AND FRAME TO REMAIN. NEW HARDWARE. PANIC DEVICE AT THIS LOCATION	
101B	3'- 0"	6'- 8"	1 3/4"	A	EX SCWD	1	WD		EXISTING WOOD DOOR AND FRAME TO REMAIN. NEW HARDWARE. PANIC DEVICE AT THIS LOCATION	
103	3'- 0"	6'- 8"	1 3/4"	A	RL EX SCWD	1	WD		RE-LOCATED EXISTING WOOD DOOR. NEW FRAME AND NEW HARDWARE	
106	3'- 0"	6'- 8"	1 3/4"	A	RL EX SCWD	1	WD		RE-LOCATED EXISTING WOOD DOOR. NEW FRAME AND NEW HARDWARE - PANIC HARDWARE AT THIS LOCATION	
107	3'- 0"	6'- 8"	1 3/4"	C	SC WD	Y	ALUM		ALUMINUM FRAMED STOREFRONT WITH RE-LOCATED SOLID CORE WOOD DOOR	
108B	3'- 0"	6'- 8"	1 3/4"	B	EX MTL	1	WD		EXISTING METAL PANEL DOOR AND FRAME TO REMAIN. NEW HARDWARE. PANIC DEVICE AT THIS LOCATION	
113	3'- 0"	6'- 8"	1 3/4"	A	RL EX SCWD	1	WD		RE-LOCATED EXISTING WOOD DOOR. NEW FRAME AND NEW HARDWARE	
114	3'- 0"	6'- 8"	1 3/4"	A	RL EX SCWD	1	WD		RE-LOCATED EXISTING WOOD DOOR. NEW FRAME AND NEW HARDWARE	
115	3'- 0"	6'- 8"	1 3/4"	A	RL EX SCWD	1	WD		RE-LOCATED EXISTING WOOD DOOR. NEW FRAME AND NEW HARDWARE - PANIC HARDWARE AT THIS LOCATION	
118A	3'- 0"	6'- 8"	1 3/4"	A	RL EX SCWD	1	WD		RE-LOCATED EXISTING WOOD DOOR. NEW FRAME AND NEW HARDWARE - PANIC HARDWARE AT THIS LOCATION	
118B	3'- 0"	6'- 8"	1 3/4"	B	RL EX MTL	1	WD		RE-LOCATED EXISTING METAL PANEL DOOR. NEW FRAME AND NEW HARDWARE - PANIC HARDWARE AT THIS LOCATION	
119	3'- 0"	6'- 8"	1 3/4"	A	RL EX SCWD	1	WD			



B4

A601

WINDOW TYPES

1/4" = 1'-0"

GLAZING SCHEDULE

1. 1/4"- CLEAR
- 1T. 1/4"- CLEAR TEMPERED
- 2T. 1. LOW-E-COATED, 1" TEMPERED INSULATED GLASS EXTERIOR

NOTE: ALL EXTERIOR FENESTRATION TO COMPLY WITH NEW MEXICO ENERGY CONSERVATION CODE. U-FACTOR .33 OR BETTER

Mark	Date	Description
	04/07/2019	NOT FOR CONSTRUCTION



DESERT PEAK ARCHITECTS

DESERT PEAK ARCHITECTS P.C.

1014 SOUTH MAIN STREET

LAS CRUCES

NEW MEXICO 88005

P. 575.528.0022

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03.20.2019

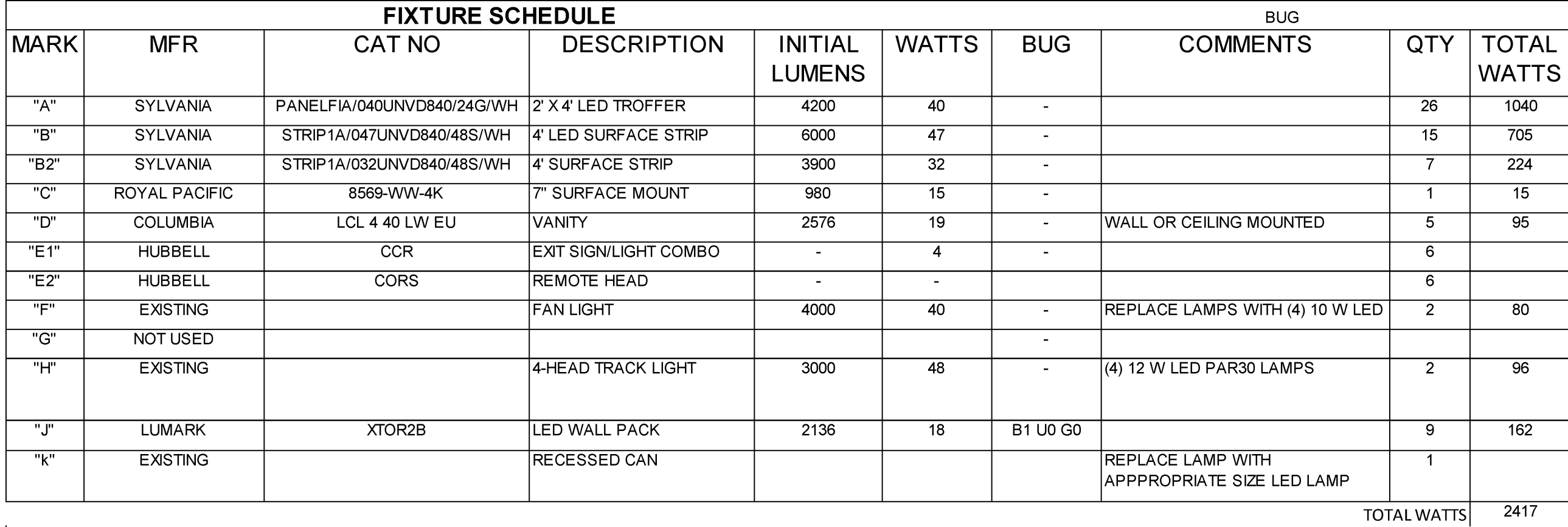
PROJECT NO.
434-01

SHEET TITLE

SCHEDULES

SHEET NO.

A601



PANEL P		200	L1
		2	L2

PANEL P, NEMA 1, 200 A MLO, 120/240 V, 1 PHASE, 10 KAIC									
LOAD DESCRIPTION	BKR	BKR	PH	BKR	CKT	LOAD DESCRIPTION			
EXISTING LOAD	1	1P20	L1	1P20	2	EXISTING LOAD			
EXISTING LOAD	3	1P20	L2	1P20	4	EXISTING LOAD			
EXISTING LOAD	5	1P20	L1	1P20	6	EXISTING LOAD			
EXISTING LOAD	7	1P20	L2	1P20	8	EXISTING LOAD			
EXISTING LOAD	9	1P20	L1	1P20	10	EXISTING LOAD			
EXISTING LOAD	11	1P20	L2	1P20	12	EXISTING LOAD			
EXISTING LOAD	13	1P20	L1	1P20	14	EXISTING LOAD			
EXISTING LOAD	15	1P20	L2	1P20	16	EXISTING LOAD			
EXISTING LOAD	17	1P20	L1	1P20	18	EXISTING LOAD			
EXISTING LOAD	19	1P20	L2	1P20	20	EXISTING LOAD			
EXISTING LOAD	21	1P20	L1	1P20	22	EXISTING LOAD			
EXISTING LOAD	23	1P20	L2	24		SPACE			
EXISTING LOAD	25	1P20	L1	26		SPACE			
EXISTING LOAD	27	1P20	L2	28		SPACE			
EXISTING LOAD	29	1P20	L1	30		SPACE			
EXISTING LOAD	31	1P20	L2	32		SPACE			
EXISTING LOAD	33	1P20	L1	34		SPACE			
EXISTING LOAD	35	1P20	L2	36		SPACE			
EXISTING LOAD	37	1P20	L1	38		SPACE			
EXISTING LOAD	39	1P20	L2	40		SPACE			

SECTION 505.5.6 EXTERIOR LIGHTING	
ALLOWANCES PER TABLE 505.6.2(2)	
LIGHTING ZONE 3 ALLOWANCES	
BASIC ALLOWANCE	750 W
PARKING AND DRIVE	0.1 W/SF
SIDEWALKS < 10' WIDE	0.8 W/SF
MAIN ENTRY	30 W/SF
OTHER DOORS	20 W/LF
CALCULATIONS	
BASIC ALLOWANCE	750 W
MAIN 3 FT DOOR	90 W
5 OTHER 3 FT DOORS	300 W
300 FT SIDEWALK	240 W
5600 SF DRIVE AND PARKING	560W
TOTAL ALLOWANCE	1940 VA
INSTALLED	162 VA

1. REMOVE ALL EXPOSED CONDUIT AND WIRE MOLD BELOW 20 FT THAT IS NOT TO BE RE-USED.
2. REMOVE ALL POWER AND LOW VOLTAGE WIRES THAT ARE NOT RE-USED BACK TO THE NEAREST JUNCTION BOX.
3. REFER TO ARCHITECTURAL DRAWINGS FOR DEMOLITION ITEMS THAT ARE TO BE SAVED FOR RE-USE.
4. REMOVE ALL EXTERIOR FIXTURES, TERMINATE CONDUCTORS AND INSTALL CAPS AT LOCATIONS WHERE REPLACEMENT FIXTURES ARE NOT TO BE INSTALLED AS INDICATED ON ELECTRICAL PLAN.

E-1

SHEET 1 OF 2

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

PART “A”

This Charter School Lease (“**Lease**”) is made and entered into as of the 29th day of April 2019 (“**Reference Date Only**”), by and between “Landlord” and “School”.

SPECIFIC LEASE PROVISIONS (SLP)

- A. “Landlord”: **FAMILIES AND YOUTH INCORPORATED**, a New Mexico nonprofit corporation
- B. Landlord’s Notification Address: Families and Youth Incorporated
Attn: Brian Kavanaugh, CEO
1320 S. Solano
Las Cruces, New Mexico 88001
- C. “School”: **RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL**, a public charter school
- D. School’s Notification Address: Raíces del Saber Xinachtli Community School
Attn: Lucia Carmona
Before the Term Commencement Date:
1565 5th Street
Las Cruces, New Mexico 88005
After the Term Commencement Date:
2211 N. Valley Drive
Las Cruces, New Mexico 88007
- E. “Premises”: The real estate in Doña Ana County, New Mexico, having an address of 2211 N. Valley Drive, Las Cruces, New Mexico 88007, described on Addendum “One” (“**Land**”), together with the “**Building**” containing 5,109 square feet, more or less, and other “**Improvements**” existing or to be constructed thereon.
- F. Tenant Improvements: “**Landlord’s Work**”: The Improvements to the Building and other areas of the Premises that are to be constructed by Landlord pursuant to Addendum “Three”.

- G. "Permitted Use": A school and all related legal uses, including evening events, community events, public meetings and community uses.
- H. Certifications/Approvals/Uses: The FMP/Ed. Spec/Conflict of Interest Questionnaire has not yet been approved by NMPSFA.
- I. Commencement Dates:
- (1) "**Term Commencement Date**": The date on which Delivery of Possession of the Premises to School by Landlord occurs. The Term Commencement Date and certain other dates referenced in this Lease will be memorialized by Landlord and School within 30 days after the Term Commencement Date on the "Acknowledgment of Revised Provisions" attached hereto as Addendum "Four".
 - (2) "**Outside Term Commencement Date**": August 12, 2019.
 - (3) "**Rent Commencement Date**": The Term Commencement Date.
- If the Outside Term Commencement Date is postponed pursuant to Section 3.5 (Delayed Opening) or Addendum "Three" (Tenant Improvements by Landlord), then the Term Commencement Date and the Rent Commencement Date shall occur on the date on which Delivery of Possession of the Premises to School by Landlord occurs, but in no event prior to July 1, 2020.
- J. Term:
- (1) "**Initial Term**": The term of this Lease commences on the Term Commencement Date and continues until the end of the fifth Lease Year.
 - (2) "**Renewal Term**": One (1) 5-year extension of the Initial Term to be exercised pursuant to Section 3.3.
- K. "Charter Expiration Date": School's current five (5) year charter expires on June 30, 2024.
- L. Rent: "**Base Rent**" is set forth on Addendum "Five" attached hereto.

- M. "School's Insurance": School shall maintain insurance coverage as required by the NMPSIA pursuant to Section 6.20.2.20 NMAC. The initial coverages shall be as set forth on Addendum "Six".
- N. "Security Deposit": None.
- O. "Broker": IMA Asset Managers, LLC (Frederick G. Mobley), which is representing Landlord.
- P. Addenda to SLP:
- Addendum "One": Legal Description of the Land
 - Addendum "Two": Aerial photo of the Premises
 - Addendum "Three": Tenant Improvements by Landlord
 - Addendum "Four": Acknowledgment of Revised Provisions
 - Addendum "Five": Base Rent
 - Addendum "Six": School's Insurance
- Q. Exhibits to GLT:
- Exhibit "A": Amendments to General Lease Terms
 - Exhibit "B": Form of Indemnification Agreement

References in the "General Lease Terms" to the "Specific Lease Provisions" or "SLP" are references to the information set out above. Each term used but not defined in the SLP shall have the meaning set forth in the General Lease Terms. If a conflict exists between the Specific Lease Provisions and the General Lease Terms, the Specific Lease Provisions will control. References to "Paragraphs" are to the Specific Lease Provisions and references to "Articles" or "Sections" are to the General Lease Terms.

ADDENDUM “ONE”

Legal Description of the Land

The Land is most of Lot 1 of U.S.R.S. Tracts 7-28D and 9B-23, Replat No. 1, which lot is shown and designated on that replat, which was filed for record on November 23, 2015 (reception no. 1525055), and recorded in Plat Book No. 24 at pages 11 and 12 and filed in the records of the County Clerk of Doña Ana County, New Mexico, and which lot is identified by the County Assessor of that county as parcel no. 4-005-134-407-037. More specifically, the Land is the part of that lot that is shaded in blue on the aerial photo of that lot that is attached to this Lease as Addendum “Two”.

ADDENDUM "TWO"

Aerial Photo of the Premises



Lease from FYI to
Raices del Saber Xinachtli Community School

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ADDENDUM "THREE"

Tenant Improvements by Landlord

Landlord shall construct the following Improvements to the Premises ("**Landlord's Work**") prior to the Term Commencement Date:

1. Convert existing Dining and Kitchen into new Grade 1 classroom;
2. Create new Serving Kitchen;
3. Modify Reception area, including adding a pass through window;
4. Create a multi purpose room from existing space;
5. Add two (2) new restrooms;
6. Add square footage on west end of Building to allow for new 2 Kindergarten classrooms @ 1,000 square feet each;
7. Modify existing plumbing, fire sprinkler system, HVAC systems to accommodate new upgrades and occupancy changes.

Attached hereto as Schedule I and incorporated herein by reference are more detailed plans and specifications for the Landlord's Work.

School shall pay the architects directly for their services in preparing the preliminary design and construction documents, obtaining the permitting, and inspecting and coordinating the construction of Landlord's Work. School shall also reimburse Landlord for part of the other costs of Landlord's Work on the Effective Date. That part will amount to the difference between \$65,000 and the total amount that School pays architects for their services described in the first sentence of this paragraph.

NACA-Inspired Schools Network has agreed to reimburse Landlord, pursuant to the terms and conditions of the indemnification agreement attached to this Lease as **Exhibit B**, which shall be executed by NACA-Inspired Schools Network and delivered by School to Landlord concurrently with the execution of this Lease, for certain costs that Landlord incurs in constructing Landlord's Work if School exercises any right it has to postpone the Outside Term Commencement Date or to terminate this Lease for any reason other than pursuant to Section 16.5 (Landlord's Default).

"**Substantial Completion**" of Landlord's Work shall be deemed to be on the date that (a) Landlord delivers a certification to School from Landlord's architect or contractor that Landlord's Work has been completed, subject only to a punch list ("**Punch List**") of minor items remaining to be

corrected by Landlord, which will be prepared by representatives of Landlord and School, and which will not materially interfere with School's Permitted Use of the Premises, (b) a "certificate of occupancy" or comparable certificate has been issued for Landlord's Work by the appropriate governmental authorities, and (c) the portion of the Premises and Improvements to be used for school activities complies with the Statewide Adequacy Standards. The Punch List shall be completed by Landlord within 30 days after the Term Commencement Date.

School shall also have the right to enter into possession of the Premises under duress prior to Substantial Completion of Landlord's Work if School is required to open or be in violation of its charter, and the Premises satisfy all Statewide Adequacy Standards.

Upon School's written request, Landlord shall also place on the Premises up to four (4) portable classrooms (approximate size 24' x 64' w/2 classrooms and a restroom in each).

School acknowledges that Landlord must obtain a special use permit from Doña Ana County, New Mexico (the "**County**"), in order for School to operate a school on the Premises and that Landlord cannot obtain a building permit from the County for Landlord's Work until Landlord obtains that special use permit. Landlord has applied for the special use permit and expects the County's Planning and Zoning Commission (the "**P&Z**") to consider granting that permit at its meeting that is scheduled to take place on May 23, 2019. If the P&Z does not approve the granting of the special use permit at that meeting or if Landlord does not obtain a building permit from the County for Landlord's Work by May 30, 2019, then Landlord's contractor will not be able to substantially complete Landlord's Work before the Outside Term Commencement Date. Therefore, if the P&Z does not approve the granting of the special use permit at its meeting on May 23, 2019, or if Landlord does not obtain a building permit from the County for Landlord's Work by May 30, 2019, then either party may, by written notice delivered to the other party by June 6, 2019, either (1) postpone the Outside Term Commencement Date to any specified date, provided that such date is no earlier than July 1, 2020, and is no later than August 1, 2020, or (2) terminate this Lease. If the P&Z does not approve the granting of the special use permit at its meeting on May 23, 2019, and neither party terminates this Lease pursuant to the preceding sentence, then Landlord shall appeal the P&Z's denial of the special use permit to the County's Board of County Commissioners, but Landlord shall not be required to appeal any denial by that board of the special use permit to a state district court. If Landlord does not obtain the special use permit by July 31, 2019, then either party may, by written notice delivered to the other party by August 9, 2019, terminate this Lease.

School also acknowledges that Landlord's contractor will not have much time to construct Landlord's Work by the Outside Term Commencement Date. As a result, Landlord's contractor will not guarantee that Substantial Completion of Landlord's Work will occur by that date. If Substantial Completion of Landlord's Work and Delivery of Possession does not occur by the Outside Term Commencement Date, then Landlord shall not be in default, but School may, by written notice delivered to Landlord by August 26, 2019, postpone the Outside Term Commencement Date to any specified date, provided that such date is no earlier than July 1, 2020, and no later than August 1,

2020, and in the event School does that, the Term Commencement Date and the Rent Commencement Date will occur on the later of (1) July 1, 2020, or (2) the date Landlord's Delivery of Possession of the Premises to School occurs.

Schedule I to Addendum “Three”
Tenant Improvements by Landlord
Plans and Specifications
(To be attached)

ADDENDUM "FOUR"

Acknowledgment of Revised Provisions

THIS ACKNOWLEDGMENT is entered into effective the _____ day of _____, 2019, by and between **FAMILIES AND YOUTH INCORPORATED**, a New Mexico nonprofit corporation ("Landlord"), and **RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL**, a public charter school ("School").

WHEREAS, Landlord and School entered into a Lease dated April 29, 2019 (the "Lease"), involving the Premises located at 2211 North Valley Drive, Las Cruces, New Mexico 88007; and

WHEREAS, the parties desire to establish the Term Commencement Date, Rent Commencement Date, and/or revise other terms and provisions of the Lease.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. All capitalized terms shall have the definitions set forth in the Lease, unless otherwise defined herein.
2. The Term Commencement Date is hereby acknowledged to be _____, 20__.
3. The Rent Commencement Date is hereby acknowledged to be _____, 20__.
4. The Initial Term shall terminate on June 30, 202__.
5. Except as herein modified and amended, the remaining terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first hereinabove set forth.

FAMILIES AND YOUTH INCORPORATED, a New Mexico nonprofit corporation

By: _____
Name: _____
Title: _____

RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL, a public charter school

By: _____
Name: _____
Title: _____

ADDENDUM “FIVE”

Base Rent

<u>Initial Term:</u>	<u>Annual Base Rent:*</u>	<u>Monthly Base Rent:</u>
1 st Lease Year	\$52,367.25** (\$10.25/sq. ft.)	\$4,363.94
2 nd Lease Year	\$69,476.25 (\$13.60/sq. ft.)	\$5,789.69
3 rd Lease Year	\$74,585.25 (\$14.60/sq. ft.)	\$6,215.44
4 th Lease Year	\$79,694.25 (\$15.60/sq. ft.)	\$6,641.19
5 th Lease Year	\$83,526.00 (\$16.35/sq. ft.)	\$6,960.50

Renewal Term:

6 th Lease Year	\$85,626.84 (\$16.76/sq. ft.)	\$7,135.57
7 th Lease Year	\$87,772.62 (\$17.18/sq. ft.)	\$7,314.39
8 th Lease Year	\$89,969.49 (\$17.61/sq. ft.)	\$7,497.46
9 th Lease Year	\$92,217.45 (\$18.05/sq. ft.)	\$7,684.79
10 th Lease Year	\$94,516.50 (\$18.50/sq. ft.)	\$7,876.38

In addition, for each portable classroom that Landlord places on the Premises pursuant to Addendum “Three,” School shall pay additional Base Rent of \$1,200.00 per month from the date that the portable classroom is ready and available for School’s use and occupancy.

*The annual Base Rent is based on the square foot prices reflected in parenthesis multiplied by the estimated floor space of the Building, which is 5,109 square feet.

**If the first Lease Year is less than a full year, the annual Base Rent for that Lease Year will be prorated.

“RCD” - Rent Commencement Date

ADDENDUM “SIX”

School’s Insurance

(Certificates of Insurance Attached)



CERTIFICATE OF LIABILITY INSURANCE


DATE (MM/DD/YYYY)
11/16/2018

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367		CONTACT NAME: Risk Services PHONE (A/C, No, Ext): (800) 578-8802 FAX (A/C, No): (818) 449-9449 E-MAIL: rservices@pomsassoc.com ADDRESS:
INSURED New Mexico Public Schools Insurance Authority Member: Raices Del Saber Xinachtli Community School 410 Old Taos Highway Santa Fe NM 87501		INSURER(S) AFFORDING COVERAGE INSURER A: New Mexico Public Schools Insurance Authority INSURER B: Safety National INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER: Raices Del Saber		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors <input type="checkbox"/> Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MOC NO. L0021	07/01/2018	07/01/2019	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit MED EXP (Any one person) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COMPIOP AGG \$ Tort Limit Maximum Liability \$ 1,050,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MOC NO. L0021	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ Tort Limit BODILY INJURY (Per accident) \$ Tort Limit PROPERTY DAMAGE (Per accident) \$ Tort Limit Maximum Liability \$ 1,050,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4055030	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Self-Insured Retention for Liability: \$750,000. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.							

CERTIFICATE HOLDER EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Lease from FYI to
Raices del Saber Xinachtli Community School

\\Lawofficeserver\c\Do\CLIENT\32131\114\00018503.WPD

COMMENTS/REMARKS

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
Governmental entities and agencies, including public schools, public charter schools and
community colleges and universities are granted immunity from liability.
Commercial General Liability
Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability

OFREMARK

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/16/2018

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367		CONTACT NAME: Risk Services PHONE (A/C, No. Ext): (800) 578-8802 E-MAIL ADDRESS: rservices@pomsassoc.com PRODUCER CUSTOMER ID: 00016280	
INSURED New Mexico Public Schools Insurance Authority Member: Raices del Saber Xinachtli Community School Charter 410 Old Taos Highway Santa Fe NM 87501		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Regional Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: Raices Del Saber REVISION NUMBER:


LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
	PROPERTY				BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING	BUSINESS INCOME	\$
	BROAD				CONTENTS	EXTRA EXPENSE	\$
	SPECIAL					RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
						Contents	\$
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS	POLICY NUMBER				\$	
	NAMED PERILS					\$	
A	<input checked="" type="checkbox"/> CRIME	BGOV-45001509-23	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> Employee Theft	\$ 2,000,000	
	TYPE OF POLICY				<input checked="" type="checkbox"/> Forgery or Alteration	\$ 2,000,000	
					<input checked="" type="checkbox"/> Faithful Performance	\$ 1,000,000	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Crime Coverage - Faithful Performance of Duty Coverage for Governmental Employees and Employee Theft for Raices Del Saber Xinachtli Community School

CERTIFICATE HOLDER EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

PART “B”

DEFINITIONS

“**Acknowledgment of Revised Provisions**” means Addendum “Four”.

“**Alterations by School**” is defined in Article IX.

“**Anti-Donation Clause**” means Article IX, Section 14 of the New Mexico Constitution.

“**Base Rent**” is defined in Paragraph L of the SLP and Addendum “Five”.

“**Board**” means the governing body of School.

“**Broker**” is defined in Paragraph O of the SLP.

“**Building**” means the building that is a part of the Premises.

“**Business Day(s)**” means any day other than a Saturday, a Sunday or a day on which federal banks in the City of Las Cruces, New Mexico, are authorized by law to remain closed.

“**Charter Expiration Date**” is defined in Paragraph K of the SLP.

“**Charter Schools Act**” means Sections 22-8B-1 et seq. NMSA 1978, as amended.

“**Delivery of Possession**” is defined in Section 7.2(a).

“**Effective Date**” is the date the last of Landlord and School fully execute this Lease.

“**Event(s) of Default**” is defined in Section 16.1(a).

“**Event of Nonappropriation**” is defined in Section 6.3.

“**First Mortgage**” means any bona fide first mortgage or deed of trust secured by the Premises whether existing on the Effective Date or thereafter during the Lease Term.

“**Fiscal Year**” means School’s fiscal year, which begins on July 1 of each year and ends on June 30 of the following year.

“Force Majeure” shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, delays in obtaining any governmental permit, including a special use permit for operation of a school on the Premises and a building permit for Landlord’s Work, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage; provided the party prevented, delayed or stopped shall have given the other party written notice thereof within 30 days of such event causing the prevention, delay or stoppage.

“GLT” is the General Lease Terms.

“Hazardous Materials” is defined in Section 15.2.

“Hazardous Materials Laws” is defined in Section 15.2.

“Improvements” means the Building(s), site improvements, equipment and fixtures constituting real property located in, on or under the Land, as same may be constructed, removed, altered or otherwise renovated pursuant to the terms of this Lease.

“Initial Term” is defined in Paragraph J(1) of the SLP.

“Land” is defined in Paragraph E of the SLP and Addendum “One”.

“Landlord” is defined in Paragraph A of the SLP.

“Landlord’s Insurance” is defined in Section 12.1.

“Landlord’s Work” is defined in Paragraph F of the SLP and Addendum “Three”.

“Lease” is this Charter School Lease, and it includes all addenda, amendments, exhibits or supplements hereto.

“Lease Term” is the Initial Term and, if applicable, the Renewal Term.

“Lease Year” means, in the case of the first Lease Year, the period, even though it is less than a year, beginning on the Term Commencement Date and ending at the end of the day on June 30th of the next calendar year. Thereafter, each Lease Year shall commence on the day following the expiration of the preceding Lease Year and shall end at the expiration of 12 calendar months thereafter.

“Net Proceeds” is defined as: (a) the gross proceeds received: (1) from any insurance, performance bond or condemnation award or in lieu payment regarding the Premises, or (2) as a consequence of any default or breach of warranty under any contract relating to the Premises, minus (b) expenses incurred in the collection of such gross proceeds or awards.

“NMPSFA” means the New Mexico Public Schools Facilities Authority.

“NMPSIA” means the New Mexico Public Schools Insurance Authority.

“PEC” is the Public Education Commission of the State of New Mexico.

“PED” is the Public Education Department of the State of New Mexico.

“Permitted Use” is defined in Paragraph G of the SLP.

“Person” means any natural person, firm, corporation, partnership, limited liability company, State or local charter school, political subdivision of any state, other public body or other organization or association.

“Premises” is defined in Paragraph E of the SLP.

“PSCOC” means the Public School Capital Outlay Council.

“Reference Date Only” is the dated reflected in the first paragraph of this Lease.

“Renewal Option” is defined in Section 3.3.

“Renewal Term” is defined in Paragraph J(2) of the SLP.

“Rent Commencement Date” is defined in Paragraph I(2) of the SLP.

“Requirements of Law” means any federal, State or local statute, ordinance, rule or regulation, any judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including any of the foregoing relating to zoning, environmental, health or safety issues.

“School” is defined in the Paragraph C of the SLP.

“School’s Insurance” is defined in Paragraph M of the SLP and Addendum “Six”

“Security Deposit” is defined in Paragraph N of the SLP.

“**SLP**” is the Specific Lease Provisions.

“**State**” means the State of New Mexico.

“**Statewide Adequacy Standards**” shall be effective July 1, 2015, for new leases and renewals of existing leases, and means the standards established in Sections 6.27.30.1 -.19 NMAC related to the use of the Premises for a school, and which standards Landlord is obligated to maintain at no additional cost to School or the State, or if applicable, Section 22-8B-4.2 F(2) NMSA 1978, as amended.

“**Substantial Completion**” is defined in Addendum “Three”.

“**Tenant Improvements**” is defined in Paragraph F of the SLP and Addendum “Three”.

“**Tort Claims Act**” is the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

PART “C”

GENERAL LEASE TERMS

RECITALS

I. School is a public charter school duly organized and validly existing pursuant to the Charter Schools Act, and School is authorized by the Charter Schools Act to contract with any third party for the use of a school building and grounds.

II. Landlord is the owner of the Premises.

III. School has determined it is in the best interests of School to lease the Premises from Landlord pursuant to this Lease, and the Board has duly authorized entering into this Lease; and Landlord has determined it is in the best interests of Landlord to lease the Premises to School pursuant to this Lease, and Landlord has duly authorized entering into this Lease.

IV. The terms and provisions of Part “A”, Specific Lease Provisions (SLP), which contains the variable provisions of this Lease, are incorporated herein.

V. Part “B”, Definitions, is incorporated herein.

VI. This Part “C”, General Lease Terms, shall not be modified, except by language in Part “A”, Special Lease Provisions, and addenda, amendments and exhibits referenced therein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

**ARTICLE I
DEFINITIONS**

The capitalized terms in the SLP and the GLT shall have the definitions provided for in Part “B” Definitions.

ARTICLE II
REPRESENTATIONS, COVENANTS, WARRANTIES;
ACKNOWLEDGMENTS; CONTINGENCIES

Section 2.1. Representations, Covenants and Warranties by Landlord. Landlord represents, covenants and warrants that:

(a) Landlord (1) is duly organized, existing and in good standing under the laws of the State, (2) is the owner of the Premises, and (3) is duly authorized, by its governing body and applicable law, to own and lease the Premises to School and to execute, deliver and perform its obligations under this Lease.

(b) As of the Term Commencement Date, the Premises will comply with all Requirements of Law, including Statewide Adequacy Standards. Landlord further warrants that Landlord's Work has been or will be completed in accordance with Addendum "Three".

(c) Landlord has no conflict of interest with School or other third parties involving this Lease, or that have not been disclosed, reviewed and accepted by Board pursuant to Requirements of Law.

(d) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Landlord is now a party, or which is binding on Landlord.

Section 2.2. Landlord Acknowledgment. Landlord acknowledges and recognizes that:

(a) This Lease will be terminated upon the occurrence of an Event of Nonappropriation;

(b) This Lease will be terminated upon nonrenewal or revocation of School's charter; and

(c) This is a "modified gross lease", meaning, as to operating costs for the Premises (including maintenance, repairs and replacements, property taxes, insurance and utilities), School is only responsible for certain maintenance, repairs and replacements to the Premises, utilities separately metered to School, janitorial services for the Premises, School's insurance, personal property taxes of School and specific obligations related to indemnity by School and the tortious conduct of School.

Section 2.3. Representations, Covenants and Warranties by School. School represents, covenants and warrants that:

(a) School is a public charter school duly authorized by the PEC or local school board, and duly organized and validly existing under the laws of the State.

(b) State law authorizes School to lease, operate and maintain the Premises, to enter into this Lease and the transactions contemplated herein, and to carry out its obligations under this Lease, subject to the limitations and conditions stated, and the availability of sufficient appropriations and revenues therefor.

(c) The representatives of School executing this Lease have been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of the Board or by other appropriate official action.

(d) School is not aware of any current violations of any Requirements of Law relating to the Premises, and School has complied with all Requirements of Law with respect to this Lease and all other Requirements of Law.

(e) School has appropriated sufficient monies in its operating budget to pay the Base Rent estimated to be payable in the first year of the Lease Term.

ARTICLE III
DEMISE OF PREMISES; LEASE TERM;
RENEWAL OPTION; DELAYED OPENING

Section 3.1. Demise of Premises. Landlord hereby leases to School and School leases from Landlord, on the terms and conditions set forth herein, the Premises for the Lease Term.

Section 3.2. Lease Term. The Lease Term shall commence on the Term Commencement Date and shall expire on the earlier of any of the following events:

(a) the last day of Initial Term or, if School exercises the Renewal Option, the last day of the Renewal Term;

(b) June 30 of any Fiscal Year during which an Event of Nonappropriation has occurred, provided that School does not operate a school in Doña Ana County, New Mexico, at any time during the remainder of the Initial Term or, if School exercises the Renewal Option, during the remainder of the Renewal Term;

(c) termination of this Lease following an Event of Default in accordance with Article XVI; or

(d) the final effective date of any nonrenewal/revocation of School's charter by the applicable authorities, provided that School does not operate a school in Doña Ana County, New Mexico, at any time during the remainder of the Initial Term or, if School exercises the Renewal Option, during the remainder of the Renewal Term.

Section 3.3. Renewal Option. Provided that School is not then in default in the performance of its obligations or in compliance with the requirement of this Lease, School shall have the option to extend the Initial Term for the Renewal Term on the same terms and conditions as provided for in this Lease for the Initial Term, except that the Base Rent for the Renewal Term shall be as set forth in Addendum "Five" (the "**Renewal Option**"). The Renewal Option shall be exercised in writing delivered to Landlord not later than 90 days prior to the expiration of the Initial Term. Notwithstanding the foregoing, if School does not exercise the Renewal Option within the applicable 90-day period, Landlord shall send written notice to School so notifying School, and School shall have 15 days after the receipt of said notice to exercise the Renewal Option.

Section 3.4. Effect of Termination of Lease Term. Upon termination of the Lease Term:

(a) All unaccrued obligations of School hereunder shall terminate, but all obligations of School that have accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of an Event of Default, School's right to possession of the Premises hereunder shall terminate and (1) School shall, within 90 days, vacate the Premises; and (2) until School vacates the Premises, it shall pay Base Rent to Landlord.

(c) If the termination occurs because of the occurrence of an Event of Nonappropriation or the nonrenewal of School's charter, the termination shall be effective as of the last day of the then current Fiscal Year or upon the effective date of the revocation of School's charter in the case of revocation.

Section 3.5. Delayed Opening. In the event that School does not obtain the necessary approvals and funding to operate a school on the Premises during the 2019-2020 school year, School will have the right, which may only be exercised by written notice given to Landlord, to either (a) postpone the Outside Term Commencement Date to any specified date, provided that such date is no earlier than July 1, 2020, and is no later than August 1, 2020, or (b) terminate this Lease. In the event School exercises that right, Landlord will be compensated for the delay or termination by NACA-Inspired Schools Network pursuant to the Indemnification Agreement attached to this Lease as **Exhibit B**.

ARTICLE IV BASE RENT; SECURITY DEPOSIT

Section 4.1. Base Rent. From and after the Rent Commencement Date, School shall pay the Base Rent in monthly installments, on or before the first day of each month, without demand. Should the Rent Commencement Date occur on a day other than the first day of a calendar month, then the monthly installment of Base Rent for the first fractional month shall be equal to $\frac{1}{30}^{\text{th}}$ of the monthly installment of Base Rent for each day from the Rent Commencement Date to the end of the partial month.

Section 4.2. Security Deposit. Landlord in its discretion and from time to time and at any time shall be entitled to apply any portion or all of the Security Deposit, if any, for reimbursement or satisfaction of any and all Events of Default by School and/or any and all damages, losses, attorneys' fees, costs or expenses of Landlord resulting therefrom, including those not remedied by School within the period, if any, expressly provided for in this Lease for such remedial action. Upon Landlord giving School notice of any such application of the Security Deposit, School shall, within 30 days thereafter, pay to Landlord a sum sufficient to restore the amount of the Security Deposit to the amount set forth in the SLP. Within 30 days following expiration of the Lease Term (except as otherwise provided by law), Landlord shall refund to School any balance of the Security Deposit remaining on deposit with Landlord which has not been applied to reimbursement or satisfaction of the foregoing items, and Landlord shall have no further liability with respect to the Security Deposit. Interest shall not be payable or paid on the Security Deposit or any balance thereof, unless otherwise required by law. Landlord shall not be required to segregate the Security Deposit in a separate account.

Section 4.3. No Deduction or Set-Off; Late Charges. All Base Rent required hereunder shall be paid without demand, deduction, or setoff, and School shall not be entitled to any credit against any rent, except as may be otherwise herein expressly provided. If any Base Rent or other payment due from School to Landlord pursuant to this Lease (excluding late charges imposed by this Section) is not received within 10 days of its due date for any reason whatsoever, or if any payment of Base Rent or any other sum due from School to Landlord pursuant to this Lease is by check which is returned for insufficient funds, then in addition to the past due amount, School shall pay to Landlord a late charge in an amount equal to 5% of the Base Rent or other payment due from School to Landlord pursuant to this Lease, as the case may be, then due, in order to compensate Landlord for its administrative and other overhead expenses. Tenant hereby acknowledges that late payment by School to Landlord of Base Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain (such as processing and accounting charges). The parties hereby agree that any late charge imposed pursuant to this Lease does not represent interest, but rather represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by School. Landlord's acceptance of any such late charge shall not constitute a waiver of any default by School with respect to such overdue

amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

ARTICLE V USE; QUIET ENJOYMENT

Section 5.1. Use. The Premises shall only be used for the Permitted Use, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. School shall comply with all Requirements of Law related to the Premises and its use thereof, and School shall not take any action that would constitute a nuisance, nor permit any unlawful practice to be carried on or committed at the Premises.

Section 5.2. Quiet Enjoyment. Landlord covenants that School, on paying the Base Rent and all other sums due from School to Landlord pursuant to this Lease, and performing the covenants of this Lease shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term, subject to any easements of record.

ARTICLE VI LIMITATIONS ON OBLIGATIONS OF SCHOOL; APPROPRIATION AND NONAPPROPRIATION OF FUNDS

Section 6.1. Limitations on Obligations of School.

(a) Payment of Base Rent by School shall constitute currently appropriated expenditures of School and may be paid from any legally available funds.

(b) School's obligations under this Lease shall be subject to School's annual right to terminate this Lease upon the occurrence of an Event of Nonappropriation or upon nonrenewal or revocation of School's charter, provided that School does not operate a school in Doña Ana County, New Mexico, at any time during the remainder of the Initial Term or, if School exercises the Renewal Option, during the remainder of the Renewal Term.

(c) No provision of this Lease shall be construed or interpreted (1) to directly or indirectly obligate School to make any payment in any Fiscal Year in excess of amounts appropriated by the State legislature for such Fiscal Year; (2) as creating a debt or multiple Fiscal Year direct or indirect debt or other financial obligation whatsoever of School within the meaning of the Anti-Donation Clause or any other constitutional or statutory limitation or provision; (3) as a delegation of powers by School; (4) as a loan or pledge of the credit or faith of School or as creating any responsibility by School for any debt or liability of any Person within the meaning of the Anti-Donation Clause; or (5) as a donation or grant by School to, or in aid of, any Person within the meaning of the Anti-Donation Clause.

(d) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of monies of School, nor shall any provision of this Lease restrict the future issuance of any obligations of School, payable from any class or source of monies of School.

(e) Notwithstanding any other provision of this Lease, School shall be under no obligation to pay Base Rent or any other amount(s) on any portions of the Premises used for school activities that have not been certified pursuant to the Statewide Adequacy Standards.

Section 6.2. Appropriation. School shall include in each annual budget proposal submitted to the Board during the Lease Term, the entire amount of Base Rent scheduled to be paid; it being the intention of School that any decision to continue or to terminate this Lease shall be made solely by the Board, in its sole discretion, and not by any other official of School.

Section 6.3. Event of Nonappropriation. An “**Event of Nonappropriation**” shall be deemed to have occurred:

(a) On June 30 of any Fiscal Year if the State legislature has, on such date, failed, for any reason, to appropriate sufficient funds authorized to be used to pay all Base Rent scheduled to be paid in the next ensuing Fiscal Year, provided that (1) the Board has not designated other available funds to pay all or such part of such Base Rent that is not funded by appropriations from the State legislature and (2) School does not operate a school in Doña Ana County, New Mexico, at any time during the remainder of the Initial Term or, if School exercises the Renewal Option, during the remainder of the Renewal Term; or

(b) If:

(1) Damage to, a material defect in, or loss of title to the Premises pursuant to Section 13.1 has occurred, and

(2) the Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Premises in accordance with Section 13.3, and

(3) School has not appropriated amounts sufficient to proceed under Section 13.3(b) by June 30 of the Fiscal Year in which such event occurred or by June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent, on June 30 of the Fiscal Year in which such event occurred or on June 30 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

ARTICLE VII
LANDLORD WORK; DELIVERY OF POSSESSION;
CONDITION OF PREMISES; EARLY ACCESS TO PREMISES

Section 7.1. Construction of Landlord's Work. If applicable, Landlord shall cause Landlord's Work to be constructed in accordance with Addendum "Three". School shall cooperate at all stages to promote the efficient and expeditious completion of Landlord's Work.

Section 7.2. Delivery of Possession.

(a) "Delivery of Possession" of the Premises shall be deemed to occur on Substantial Completion of Landlord's Work and Landlord's written notification to School that School may take possession of the Premises.

(b) Landlord warrants that as of the Term Commencement Date, the portion of the Premises to be used for school activities will comply with applicable Statewide Adequacy Standards, and that the Premises will comply with all other Requirements of Law.

Section 7.3. Early Access to Premises. School will have the right to enter the Premises before the Term Commencement Date to install fixtures and equipment, provided however, such access shall be subject to: (a) School coordinating with Landlord; (b) School providing Landlord evidence that all insurance required of School in Article XII has been obtained; and (c) such access shall be subject to the provisions of this Lease, except that the payment of Base Rent shall not be due prior to the Rent Commencement Date. School's early access shall not unreasonably interfere with Landlord's Work.

ARTICLE VIII
REPAIRS AND MAINTENANCE; LIENS; RIGHT OF ACCESS

Section 8.1. Repairs and Maintenance by Landlord.

(a) During the Lease Term, Landlord shall be responsible for maintaining the roof, foundation, and exterior walls of the Building, and electrical, HVAC, plumbing, and drainage systems servicing the Premises, in good condition (to Statewide Adequacy Standards), including repairs and replacements, except as otherwise provided for in Section 8.2. All maintenance, repairs and replacements to be made by Landlord shall be at Landlord's risk and expense.

(b) Landlord's obligations for maintenance, repairs and replacements, except as otherwise provided for in Section 8.2, shall be without reimbursement by School.

(c) Further, if at any time during the Lease Term, the Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises, which do not result from

the use of the Premises for a school, Landlord shall bear the cost of making the renovations and Improvements without reimbursement from School.

(d) If, within seven (7) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to the Requirements of Law), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the reasonable costs thereof may be deducted from succeeding Base Rent payable hereunder, provided that School provides documentation to Landlord before such deduction of the maintenance, repair or replacement provided and the cost thereof.

Section 8.2. Repairs and Maintenance by School.

(a) Subject to the obligations of Landlord set forth in Section 8.1, School shall be responsible for maintaining the interior of the Building and the parking area and landscaping of the Premises in good condition, including repairs and replacements, reasonable wear and tear, and loss due to casualty and eminent domain excepted, including paying for regular janitorial, weed and pest control, and HVAC service, repair of routine plumbing problems (including stopped up toilets or sinks), replacement of light bulbs and broken windows. School shall also be liable for the costs of repairing or replacing any damage to the Premises caused by the tortious conduct of School or any of its employees or other agents, including volunteers, or students, subject to the waiver of subrogation provided for herein. School will also be responsible for any damage caused by roof leaks as a result of any penetrations of the roof by School or any of its agents or contractors.

(b) Further, if at any time during the Lease Term, the Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises, which result from the use of the Premises for a school, School shall bear the cost of making the renovations and Improvements without reimbursement from Landlord.

Section 8.3. Liens and Encumbrances.

(a) School shall keep the Premises free and clear of all mechanics' liens and other liens or encumbrances on account of work done for School or Persons claiming under it. If any such lien shall at any time be filed against the Premises, School shall cause the same to be discharged within 60 days after the recording thereof either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. If School shall fail to cause the same to be discharged within said 60-day period, then, in addition to any other right or remedy of Landlord resulting from School's said default, Landlord may, but shall not be obligated to, following seven (7) days written notice to School, discharge the same either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. School shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section

8.3(a), including all costs, expenses and attorneys' fees incurred by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' lien or other lien law.

(b) Should any claim of lien be filed against the Premises or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

(c) Landlord shall have the right to post and keep posted upon the Premises notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. School shall, before the commencement of any work which might result in any such lien, give Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

Section 8.4. Right of Access. Landlord, its agents, servants and employees shall have the right to enter the Premises: (a) during school hours, upon reasonable prior notice to School, and in the presence of School's personnel for the purpose of inspecting the same to ascertain whether School is performing the covenants of this Lease; and (b) after school hours, including in the event of an emergency, for the purpose of undertaking required maintenance, repairs, alterations or additions. Landlord agrees to cause as little inconvenience as reasonably possible to School, its employees, students and invitees in connection therewith.

ARTICLE IX ALTERATIONS BY SCHOOL; SIGNAGE

Section 9.1. Alterations by School. Subject to the limitations of the Anti-Donation Clause, School shall have the right to make structural and non-structural changes and Improvements to the then existing Premises, as School shall desire ("**Alterations by School**"). Provided however, any Alterations by School that affect mechanical, plumbing, electrical, or other Building systems, are structural, or impact the square footage of the then existing Premises shall be subject to Landlord's prior approval, in its reasonable discretion. All Alterations by School shall be completed in a good and workmanlike manner and in material compliance with all Requirements of Law, at School's sole expense.

Section 9.2. Signage. School shall have the right, at its expense, to install signage within the Premises that complies with all Requirements of Law, and that has been approved by Landlord, in its reasonable discretion.

ARTICLE X UTILITIES

School, at School's sole cost, shall before delinquency pay all deposits and bills for utilities delivered to the Premises, and which are separately metered and billed during the Lease Term (including gas, electric, water, sewer, telephone, data, internet, TV and trash removal). Utilities that are not separately metered and billed to the Premises, and which service the Premises shall be billed to School. Landlord shall be responsible for all curative expenses with respect to the quality, quantity or interruption of such services, if said problems are related to the negligent or intentional acts or omissions of Landlord, its employees, agents, contractors and representatives, or in the event the provision of the utility services does not meet the Requirements of Law and the cause is the distribution system within the Premises.

ARTICLE XI TAXES

Section 11.1. Real Property Taxes. Landlord shall pay all real property taxes assessed against the Premises, including any Improvements constructed thereon.

Section 11.2. School's Taxes. School shall pay, prior to delinquency, all taxes, assessments, license fees and public charges or levies, assessed or imposed upon School's business operations, trade fixtures, leasehold improvements, equipment, merchandise and other personal property in or on the Premises.

ARTICLE XII INSURANCE

Section 12.1. Landlord's Insurance. Landlord agrees that on or before the Term Commencement Date, Landlord will obtain and maintain during the Lease Term the following coverages:

(a) Commercial property insurance covering the Building(s), fixtures, equipment, tenant improvements and betterments. The amount of coverage shall equal the full estimated replacement cost of the property insured. The commercial property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) [ISO broad causes of loss form (CP 10 20)].

(b) Equipment breakdown insurance covering the Building(s), fixtures, equipment, Tenant Improvements and betterments, from loss or damage caused by the explosion of steam boilers or pipes.

(c) Commercial general liability insurance with coverage limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

(d) Any coinsurance requirement in the policy(ies) shall be eliminated through the attachment of an agreed value endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form.

(collectively “**Landlord’s Insurance**”)

Section 12.2. School’s Insurance. Prior to the earlier of the Term Commencement Date or School taking possession of the Premises, and until the expiration of the Lease Term, or earlier termination of this Lease, School shall, at its own expense, obtain and maintain insurance coverage pursuant to Section 6.20.2.20 NMAC. The initial coverages are reflected on Addendum “Six”. Any liability insurance policy maintained by School shall, if possible, name Landlord as an “additional insured.”

Section 12.3. Policies. All insurance provided for under this Lease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of New Mexico. Certificates of such insurance shall be delivered to the other party, and upon written request, the original or certified copies of policies shall be provided to the other party. At least 10 days prior to the expiration date of any policy, the certificate of renewal for such insurance shall be delivered to the other party.

Section 12.4. Waiver of Subrogation. Landlord and School hereby waive any recovery of damages against each other (including their employees, officers, directors, agents or representatives) for loss or damage to the Building(s), Premises, Improvements, betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or equipment breakdown insurance required above. Further, Landlord and School waive all rights against each other and their agents, officers, directors and employees for recovery of damages to the extent the damages are covered by the workers compensation and employers liability insurance obtained by Landlord or School and related to this Lease. Landlord and School shall obtain endorsements to their policies to effect the waiver of subrogation provided for in this Section.

Section 12.5. Notice. As to Landlord, and Tenant, if and to the extent permitted by NMPSIA, all insurance required to be carried by the parties shall be endorsed to contain provisions to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Landlord, School and any holder of a First Mortgage at least 30 days in advance of such cancellation or modification.

ARTICLE XIII
DAMAGE AND DESTRUCTION; CONDEMNATION; LOSS OF TITLE

Section 13.1. If (a) the Premises (or any portion thereof) is destroyed or damaged by fire or other insured casualty, (b) title to, or the temporary or permanent use of, the Premises (or any portion thereof) or the interest of School or Landlord in the Premises (or any portion thereof), is taken under the exercise of the power or threat of eminent domain by any governmental body or by any Person acting under governmental authority, (c) a breach of warranty or any material defect with respect to the Premises (or any portion thereof) becomes apparent or (d) title to or the use of the Premises (or any portion thereof) is lost by reason of a defect in the title thereto, then, the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Premises shall be deposited into a special trust fund held by Landlord and School, as their interests may appear. Base Rent shall abate during such period of time as to the Premises or any portions thereof that do not meet the Statewide Adequacy Standards, and as to any other portions of the Premises, as is reasonable.

If the Premises, or substantial portions thereof are destroyed or substantially damaged so as to substantially impair School's uses for educational purposes, and the destruction or damage to the Premises cannot be substantially restored within 90 days from the time of such damage or destruction, then School or Landlord shall have the right to terminate this Lease.

Section 13.2. Subject to Section 13.1, if the costs of the repair, restoration, modification, improvement or replacement of the Premises following an event described in Section 13.1 are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Premises (or portion thereof) and any excess shall be delivered to Landlord or School, as applicable.

Section 13.3. If the costs of the repair, restoration, modification or replacement of the Premises following an event described in Section 13.1 are more than the amount of Net Proceeds available, then:

(a) School may elect either:

(1) to direct Landlord to use the Net Proceeds promptly to repair, restore, modify or improve or replace the Premises (or portion thereof) with materials of a value equal to or in excess of the value of the Premises (or applicable portion thereof), and pay (subject to Article VI) the costs thereof in excess of the amount of the Net Proceeds, or

(2) to terminate this Lease.

(b) If, by June 30 of the Fiscal Year in which the event described in Section 13.1 occurred (or June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent), School has not appropriated amounts sufficient to proceed under Section 13.3(a)(1), an Event of Nonappropriation shall be deemed to have occurred.

ARTICLE XIV ASSIGNMENT; SUBLETTING

Section 14.1. Transfer of School's Interest in Lease and Premises. School may assign, transfer or convey School's interest in this Lease and the Premises without Landlord's consent, to any governmental entity, to any foundation or not-for-profit corporation created for the purpose of supporting School, to any corporation or limited liability company which controls, is controlled by or is under common control with School, or to any corporation or limited liability company resulting from a merger or consolidation with School, or to any Person which acquires all of the assets of School's business as a going concern, provided that: (a) the assignee assumes in full the obligations of School under this Lease, (b) School remains fully liable under this Lease, and (c) the use of the Premises remains unchanged. All other assignments, transfers and conveyances by School shall be permissible only with the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed). Nothing in this Section shall be deemed to prohibit, limit or restrict the School's power to enter into joint powers agreements as provided for in Sections 11-1-1, et seq. NMSA 1978, as amended, for shared use of the Premises.

Section 14.2. Subleasing by School. School may sublease or grant a right to use all or any portion of the Premises for the Permitted Use, without Landlord's consent; provided further that School remains fully liable under this Lease, and School shall maintain its direct relationship with Landlord, notwithstanding any such sublease, grant or use.

Section 14.3. Non-waiver. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Any attempted or purported assignment or sublease without Landlord's consent shall constitute an Event of Default.

Section 14.4. No Release. No assignment or subletting, whether with or without Landlord's consent shall relieve School from its covenants and obligations under this Lease.

Section 14.5. By Landlord. In the event of the transfer and assignment by Landlord of its entire interest in the Premises and this Lease to a Person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and School agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any Security Deposit given by School to secure performance of School's obligations

hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE XV HAZARDOUS MATERIALS

Section 15.1. Landlord Warranties and Representations. Landlord warrants that, to the best of Landlord's knowledge, as of the Effective Date and the Term Commencement Date, there are no hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other substances (the word "substance" includes liquids, solids and gases) potentially dangerous to human health or the environment or which may require remedy at the behest of any governmental authority located on, in or under the Premises, and Landlord has received no notice and has no independent knowledge of the possible or actual disposal or use of any such substances on, in or under the Premises or any violation or claimed violation of the laws, rules and regulations relating to hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other similar substances; to the extent any of the above-mentioned substances are removed from or remediated at the Premises by the Landlord, Landlord will also provide verification of such removal or remediation. Landlord warrants that, to the best of Landlord's knowledge, as of the Effective Date, the Premises do not contain any underground treatment or storage tanks or gas or oil wells. Landlord shall indemnify and hold School harmless from, and defend School against any and all loss, cost or liability (including court costs, attorney's fees, consultant's fees, clean-up costs, fines, penalties, damages and amounts paid in settlement, and all direct, indirect, incidental or consequential losses incurred) arising out of any event or condition constituting a breach or inaccuracy of the representations and warranties set forth in this Section, or any liability, penalty, cleanup or remediation costs, etc., arising from the use or the condition of the Premises, prior to the Term Commencement Date.

Section 15.2. Compliance with Hazardous Materials Laws. School and Landlord mutually agree that each shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("**Hazardous Materials Laws**") relating to industrial hygiene, environmental protection of the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, PCBs, asbestos, formaldehyde, radioactive materials or waste, or other hazardous toxins, contaminated or polluting materials, substances or waste, including any "hazardous substances", "hazardous materials", "toxic substances" or "regulated substance" under any such laws, ordinances or regulations (collectively, "**Hazardous Materials**").

Section 15.3. School Indemnity. Upon the Term Commencement Date and acceptance of the Premises by the School, and thereafter for the Lease Term, School shall be responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Landlord or School directly or indirectly arising out of or attributable to the violation by School of any Hazardous Materials Law, orders, written notice or

demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the Premises including the costs of any required or necessary investigation, repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan, and School shall, subject to the limitations and waivers provided for in the Tort Claims Act and other Requirements of Law, indemnify Landlord and hold Landlord harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability.

Section 15.4. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld or delayed, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in the other party's reasonable judgment, impair the value of said party's interest in the Premises; provided, however, that prior consent shall not be necessary in the event that: (a)(1) the presence of Hazardous Materials on, under, or about the Premises either poses an immediate threat or is of such a nature that an immediate remedial response is necessary, or (2) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (3) such action is required by government order; and (b) it is not possible to obtain the other party's consent before taking such action; provided that in such event, notice shall be given as soon as practicable of any action so taken.

Section 15.5. Survival of Landlord's and School's Indemnities, Obligations and Liabilities. School's and Landlord's indemnities, obligations and other liabilities under this Article XV shall survive the expiration or other termination of this Lease.

ARTICLE XVI DEFAULTS AND REMEDIES

Section 16.1. Events of Default by School Defined.

(a) Any of the following shall constitute an “**Event of Default**” under this Lease:

(1) failure by School to pay any Base Rent within 10 days after its receipt of written notice from Landlord following the applicable due date;

(2) failure by School to make any other payment due from School to Landlord pursuant to this Lease within 30 days after its receipt of written notice (unless a shorter period is specifically provided for in this Lease) after the applicable due date;

(3) failure by School to vacate the Premises, subject to the provisions of with Section 3.4;

(4) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of School in all or any portion of this Lease or the Premises in violation of Sections 14.1 and 14.2 or any succession to all or any portion of the interest of School in the Premises in violation of Sections 14.1 and 14.2;

(5) failure by School to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a) (1), (2), (3) or (4) of this Section 16.1, for a period of 30 days after written notice given to School by Landlord, and which specifies such failure and requesting that it be remedied; provided, however, that if the failure stated in the notice cannot reasonably be corrected within said 30-day period and corrective action shall be instituted within said 30-day period and diligently pursued until the default is corrected, no Event of Default shall occur;

(6) School shall (A) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of School or of all or a substantial part of the assets of School, (B) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) have an order for relief entered against it under applicable federal bankruptcy law, or (E) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or file any answer admitting the material allegations of a petition filed against School in any bankruptcy, reorganization or insolvency proceeding; or

(7) an order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of School or of all or a substantial part of the assets of School, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

(b) The provisions of subsection (a) of this Section 16.1 are subject to the following limitations:

(1) School shall be obligated to pay Base Rent only during the Lease Term, except as otherwise expressly provided in Section 3.4 or Article XIX; and

(2) if, by reason of Force Majeure, School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rent and all other sums due from School to Landlord pursuant to this Lease, School shall not be deemed in default during the continuance of such inability; provided, however, that School shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing School from

carrying out such agreement, except that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of School.

Section 16.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, Landlord may take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to School to vacate the Premises, in the manner provided in Section 3.4;

(b) lease School's interest in all or any portion of the Premises; and/or

(c) recover from School:

(1) the portion of Base Rent payable pursuant to Section 3.4; and

(2) the portion of Base Rent for the then current Fiscal Year that has been reimbursed to the School by PSCOC, regardless of when School vacates the Premises;

(d) enforce any provision of this Lease by equitable remedy, including enforcement of the restrictions on assignment, subletting, encumbrance, conveyance, transfer or succession under Article XIV 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 Premises under this Lease, subject, however, to the limitations on the obligations of School set forth in Section 6.1.

Section 16.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 16.4. Notice to Sublessee. Landlord shall provide written notice to the sublessee of a valid sublease under Article XIV of an Event of Default by School within five (5) days after the occurrence.

Section 16.5. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within a reasonable period of time, not to exceed 30 days after

receipt of written notice from School specifying such default, or if such default cannot reasonably be cured within 30 days, if Landlord fails to commence to cure within said 30-day period and diligently pursue the cure to conclusion, then Landlord shall be liable to School for any damages sustained by School as a result of Landlord's breach. If, after notice to Landlord of default, Landlord (or any holder of a First Mortgage) fails to cure the default as provided herein, then School shall have the right to cure said default at Landlord's expense, and to either terminate this Lease or to withhold, reduce or offset any such reasonable amount against any payments of Base Rent or any other charges due and payable under this Lease. No remedy herein conferred upon School is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE XVII SUBORDINATION; ESTOPPEL

Section 17.1. Subordination. This Lease and the rights of School hereunder are expressly subordinate and subject to any First Mortgage now or hereafter encumbering the Premises, including the Land, Building(s) and other Improvements included therein, or of which the Premises are a part, or any portions thereof, subject only to School's receipt of a written non-disturbance agreement (subject to School not being in default hereunder beyond applicable grace and cure periods) for the benefit of School, in a form reasonably acceptable to School. School shall execute and deliver to Landlord such documents (in a form reasonably acceptable to School) and take such further action as Landlord in its reasonable discretion deems necessary or advisable to confirm, effect, or maintain such subordination and non-disturbance within 15 Business Days after written request of Landlord or such First Mortgage holder.

Section 17.2. Estoppel. School agrees that it will from time to time within 15 Business Days after written request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify School and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm the Term Commencement Date, the Rent Commencement Date, the Lease Term, the amount of Base Rent, and other sums due by School hereunder and the amount of the Security Deposit, if any, and any payments of Base Rent more than one (1) month in advance of their due dates, or other deposits in the possession of Landlord, shall confirm to the best of its knowledge that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default specifying any default), and shall contain such other information or confirmations as Landlord may reasonably request.

ARTICLE XVIII INDEMNITY

Section 18.1. Indemnification by School. Within the limits and subject to the provisions of the Tort Claims Act, School shall protect, defend, indemnify, and save harmless Landlord from all claims, actions, demands, liability and expense of loss of life, damage, or injury to persons or property, proximately caused by School or any of its employees or other agents, including volunteers, acting within the scope of their duties pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Landlord or any of its employees or other agents. Nothing hereby shall be construed to waive or in any way abrogate immunities of the School preserved by the Tort Claims Act.

Section 18.2. Indemnification by Landlord. Landlord shall protect, defend, indemnify, and save harmless School and its employees and other agents, including volunteers, acting within the scope of their duties from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, arising out of the negligent or intentional acts or omissions of Landlord or any of its employees or other agents, except to the extent caused by the negligent or intentional acts or omissions of School or any of its employees or other agents.

Section 18.3. Survival of Indemnities. The indemnities contained in this Lease shall specifically survive the expiration of the Lease Term or earlier termination of this Lease.

Section 18.4. Limitations on Indemnities. No indemnities contained herein shall extend to those matters for which indemnification is prohibited pursuant to Section 56-7-1 NMSA 1978, as amended.

ARTICLE XIX SURRENDER AND HOLDING OVER

Upon the expiration or earlier termination of the Lease Term, School shall deliver all keys to the Premises to Landlord and shall surrender the Premises to Landlord broom clean and in as good order and condition as existed on the Term Commencement Date, except for ordinary wear and tear and damage by fire or other casualty, and loss due to condemnation or threat of condemnation. In the event School continues to occupy the Premises after the expiration of the Lease Term, such occupancy shall be considered a tenancy from month-to-month at a rent equal to the Base Rent due for the last full calendar month of the Lease Term, and such tenancy shall be upon and subject to all of the other terms, provisions, covenants and agreements set forth herein, including Section 3.4. Upon the expiration or termination of this Lease, School shall remove, at its expense, any trade fixtures and personal property of School in the Premises, and those Improvements and Alterations by School which were paid for by School and which would violate the Anti-Donation Clause if they were to remain; but any damage to the Premises caused by such removal shall be repaired by School at the time of the removal. Alternatively, Landlord shall reimburse School for the fair market value

of the Improvements or Alterations by School which violate the Anti-Donation Clause and which are to remain as determined by the New Mexico Taxation and Revenue Department. All other Improvements to the Premises made by School shall become the property of Landlord.

ARTICLE XX GENERAL PROVISIONS

Section 20.1. Notices; Demands; Calculation of Days. Any notice, demand or other communication required or permitted by law or any provision of this Lease to be given or served on either party shall be in writing, addressed to the address set forth in Paragraphs B and D of the SLP, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by an overnight private mail/courier service which provides delivery confirmation. All notices shall be deemed to be received the earlier of: (1) three (3) Business Days after being deposited in the United States mail with proper postage, (2) upon delivery by overnight courier, or (3) upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given, shall be deemed to be actual receipt of the notice as of the date of such rejection, refusal or inability to deliver. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other. All references to “day(s)” shall be calendar days, provided however, if the last day for performance is a non-Business Day, the time for performance shall be extended to the next Business Day.

Section 20.2. Binding Effect. This Lease shall inure to the benefit of and bind the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

Section 20.3. Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

Section 20.4. No Waiver. A waiver by Landlord or School of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach by said party of the same or any other provision.

Section 20.5. Time of Essence. Time is of the essence with regard to every provision of this Lease.

Section 20.6. No Third Party Rights. The terms and provisions of this Lease shall not be deemed to confer any rights upon, nor obligate any party hereto to, any Person other than the parties hereto.

Section 20.7. No Principal-Agent Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and School.

Section 20.8. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 20.9. Brokers. Landlord represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, except for Broker, and Landlord agrees to hold School harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Landlord with respect to this Lease and/or the negotiation hereof. School represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, and School agrees to hold Landlord harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers or agents claiming by, through or on behalf of School with respect to this Lease and/or the negotiation hereof.

Section 20.10. Counterparts. This Lease may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart. Copies of the signed signature pages of this Lease provided by e-mail will be effective and binding upon the parties as if such signatures were original signatures.

Section 20.11. Attorneys' Fees. If any action or proceeding, whether judicial or non-judicial, is commenced with respect to any claim or controversy arising from a breach of this Lease or seeking the interpretation or enforcement of this Lease, in addition to any and all other relief, the prevailing party or parties in such action or proceeding shall receive and be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs, incurred by it on account of or related to such action or proceeding.

Section 20.12. Interpretation. In construing this Lease, (a) feminine or neuter pronouns shall be substituted for those masculine in form and vice versa in any place in which the context so requires, (b) plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, and (c) the words "include" and "including" are not limiting. In this Lease, all Articles are designated by roman numerals and all Sections are designated by Arabic numerals; those numerals preceding the decimal correspond to the number of the Article in which the Section is located. The subdivisions of the various Sections are referred to as subsections. Unless otherwise indicated, all references in this Lease to Articles and Sections refer to articles and sections of this Lease. The headings are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions of this Lease. This Lease shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption

or rule of construction causing this Lease or any part of it to be construed against the party causing this Lease to be written. Unless otherwise indicated, all references in this Lease to an “Exhibit” or “Addendum” are to the exhibits and addendums attached to this Lease, each of which is made a part hereof for all purposes.

Section 20.13. Warranty of Authority. Each person signing this Lease on behalf of a party individually represents and warrants to the other party that he has the express authority of such party to sign and deliver this Lease on such party’s behalf. If either party is not obligated to comply with this Agreement because the person signing on behalf of such party does not have the authority to sign and deliver this Agreement on such party’s behalf, then such person shall indemnify the other party for any and all losses and expenses (including reasonable attorneys’ fees) it incurs as result thereof.

IN WITNESS WHEREOF, each party, or its authorized agent, has signed this Lease effective the date the last of the parties executes this Lease.

**SIGNATURE PAGE ONE TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

LANDLORD:

FAMILIES AND YOUTH INCORPORATED,
a New Mexico nonprofit corporation

By: 

Name: Brian Kavanaugh

Title: CEO

Date: 5.2.19

**SIGNATURE PAGE TWO TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(PRIVATE FACILITIES)**

**RAÍCES DEL SABER XINACHTLI
COMMUNITY SCHOOL, a public charter school**

By: Emma J. Armendariz
Name: Emma J. Armendariz
Title: Governance Board Chair
Date: 4/29/19

EXHIBIT “A”
AMENDMENTS TO GENERAL LEASE TERMS
(To be attached)

EXHIBIT "B"

FORM OF INDEMNIFICATION AGREEMENT

CONSTRUCTION COSTS INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT is made as of **April 29, 2019** (the "**Effective Date**"), by and between **NACA-INSPIRED SCHOOLS NETWORK**, a New Mexico nonprofit corporation whose address is 1000 Indian School Road NW, Albuquerque, New Mexico 87104 ("**Indemnitor**"), and **FAMILIES AND YOUTH INCORPORATED**, a New Mexico nonprofit corporation whose address is 1320 S. Solano, Las Cruces, New Mexico 88001 ("**Landlord**"), based on the following facts:

A. Indemnitor is sponsoring and financially supporting the formation and startup of a charter school to be operated by a new entity named **RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL** ("**Tenant**").

B. Tenant wants to operate its school on the real estate owned by Landlord in Doña Ana County, New Mexico, having an address of 2211 North Valley Drive, Las Cruces, New Mexico 88007 (the "**Premises**"), which includes an existing building containing approximately 5,109 square feet of floor space and other existing improvements, pursuant to a proposed lease (as further defined below, the "**Lease**") to be dated on or about the Effective Date.

C. Tenant has requested that Landlord make certain alterations to the Premises ("**Landlord's Work**"). Landlord anticipates that it will cost over \$225,000 to perform Landlord's Work. Tenant has agreed to pay approximately \$47,000 of those costs.

D. Tenant has not obtained all the necessary approvals and funding to operate a school on the Premises during the next school year. Therefore, Tenant wants the Lease to include a provision that gives Tenant the right to delay or terminate the Lease if it does not obtain the necessary approvals and funding to operate a school on the Premises. If Tenant will have that right, then Landlord is not willing to commence construction of Landlord's Work until Tenant obtains the necessary approvals and funding to operate a school on the Premises. But, if Landlord does not commence Landlord's Work as soon as it can, it will not be able to complete Landlord's Work before the beginning of the next school year. In order to induce Landlord to enter into the Lease with the delay or termination provision desired by Tenant and to commence Landlord's Work as soon as it can, Indemnitor has offered to reimburse Landlord for part of the costs it incurs in performing Landlord's Work pursuant to the terms of this Agreement in the event that Tenant delays or terminates the Lease for any reason other than Landlord's default.

NOW, THEREFORE, the parties agree as follows:

1. Execution of Lease. Landlord shall enter into the Lease on or about the Effective Date.

2. Reimbursement of Part of Costs of Landlord's Work.

(a) If Tenant exercises any right it has to postpone the Outside Term Commencement Date (unless otherwise defined in this Agreement, each capitalized term used in this Agreement shall have the meaning given to such term in the Lease) pursuant to Section 3.5 (Delayed Opening) of the Lease or Addendum "Three" (Tenant Improvements by Landlord) of the Lease or Tenant exercises any right it has to terminate the Lease for any reason other than pursuant to Section 16.5 (Landlord's Default) of the Lease, then Indemnitor shall reimburse Landlord on written demand for all costs that Landlord has incurred in performing Landlord's Work as of the date that Tenant's notice of its exercise of that right is deemed to have been received by Landlord pursuant to Section 20.1 (Notices; Demands; Calculation of Days) of the Lease, up to a total amount of \$150,040.33 less the amount of those costs that Tenant has already paid pursuant to the Lease as of that date.

(b) If either Landlord or Tenant exercises any right it has to postpone the Outside Term Commencement Date and Tenant subsequently terminates the Lease prior to the Term Commencement Date for any reason other than pursuant to Section 16.5 (Landlord's Default) of the Lease, then Indemnitor shall reimburse Landlord on written demand for all costs that Landlord has incurred in performing Landlord's Work as of the date that Tenant's notice of termination of the Lease is deemed to have been received by Landlord pursuant to Section 20.1 (Notices; Demands; Calculation of Days) of the Lease, up to a total amount of \$150,040.33 less the amount of those costs that Indemnitor or Tenant has already paid pursuant to this Agreement or the Lease as of that date.

(c) If either Landlord or Tenant exercises any right it has to postpone the Outside Term Commencement Date and Tenant does not subsequently terminate the Lease prior to the Term Commencement Date for any reason other than pursuant to Section 16.5 (Landlord's Default) of the Lease, then Landlord shall refund to Indemnitor on the Term Commencement Date an amount equal to 90% of all payments made by Indemnitor to Landlord pursuant to subsection (a) of this Section.

3. Interest on Late Payments. If either party fails to pay any money it owes the other party pursuant to this Agreement within 10 days after the other party's written demand therefor, then the unpaid balance of such money shall bear interest beginning 11 days after the other party's written demand therefor and continuing until the date it is paid, both before and after entry of judgment, at the rate of 12% per annum.

4. Nature of Indemnification. Indemnitor's liability is not conditioned or contingent on the Lease's enforceability or validity. This Agreement applies to the construction costs referenced herein only. It does not obligate Indemnitor to perform any obligation of Tenant under the Lease or otherwise.

5. Entire Agreement; Amendment. This Agreement contains all (and supersedes all prior) agreements between the parties on the matters this Agreement covers. In entering into this Agreement, Indemnitor does not rely on any representation, promise or other assurance by Landlord. Nothing Landlord said or did, except entering into the Lease, in any way induced Indemnitor to enter into this Agreement. Nothing in this Agreement may be amended, terminated or waived without the parties' mutual written consent.

6. Notices; Demands; Calculation of Days. Any notice, demand or other communication required or permitted by law or any provision of this Agreement to be given or served on either party shall (a) be in writing, (b) either be (1) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (2) delivered by an overnight private mail/courier service which provides delivery confirmation, and (c) be addressed as follows:

Landlord: Families and Youth Incorporated (FYI)
Attn: Brian Kavanaugh, CEO
1320 S. Solano
Las Cruces, New Mexico 88001

Indemnitor: NACA Inspired Schools Network
Attn: Daniel Ulibarri
1000 Indian School Road NW
Albuquerque, New Mexico 87104

All notices shall be deemed to be received the earlier of: (1) three (3) Business Days after being deposited in the United States mail with proper postage, (2) upon delivery by overnight courier, or (3) upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given, shall be deemed to be actual receipt of the notice as of the date of such rejection, refusal or inability to deliver. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other. All references to "day(s)" shall be calendar days, provided however, if the last day for performance is a non-Business Day, the time for performance shall be extended to the next Business Day.

7. Attorneys' Fees. If any action or proceeding, whether judicial or non-judicial, is commenced with respect to any claim or controversy arising from a breach of this Agreement or seeking the interpretation or enforcement of this Agreement, in addition to any and all other relief, the prevailing party or parties in such action or proceeding shall receive and be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs, incurred by it on account of or related to such action or proceeding.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New Mexico without reference to choice of laws

principles. Exclusive venue for any litigation arising out of this Agreement shall be the courts sitting in Doña Ana County, New Mexico.

9. Interpretation. In construing this Agreement, (a) feminine or neuter pronouns shall be substituted for those masculine in form and vice versa in any place in which the context so requires, (b) plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, and (c) the words “include” and “including” are not limiting. The captions and headings in this Agreement are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing this Agreement to be written.

10. Counterparts. This Agreement may be signed in several counterparts and all so signed counterparts shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or same counterpart. The signature hereon of an authorized agent of each party may be transmitted by email, facsimile or other electronic means of reproduction and such transmittal shall be deemed to be an original signature hereon and the effective signing and delivery of this Agreement for all purposes.

11. Warranty of Authority. Each party represents and warrants to the other party that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to sign this Agreement, and that no other signature is necessary. Each person signing this Agreement on behalf of a party individually represents and warrants to the other party that he or she has the express authority of such party to sign and deliver this Agreement on such party's behalf. If either party is not obligated to comply with this Agreement because the person signing on its behalf does not have the authority to sign and deliver this Agreement on its behalf, then such person shall indemnify the other party for any and all losses and expenses (including reasonable attorneys' fees) it incurs as result thereof.

IN WITNESS WHEREOF, an authorized agent of each of the parties has signed this Agreement as of the Effective Date.

NACA-INSPIRED SCHOOLS NETWORK, a New Mexico nonprofit corporation

FAMILIES AND YOUTH INCORPORATED, a New Mexico nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2018

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	CONTACT NAME: Risk Services PHONE (A/C, No, Ext): (800) 578-8802 E-MAIL ADDRESS: rservices@pomsassoc.com FAX (A/C, No): (818) 449-9449
INSURED New Mexico Public Schools Insurance Authority Member: Raices Del Saber Xinachtli Community School 410 Old Taos Highway Santa Fe NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A: New Mexico Public Schools Insurance Authority INSURER B: Safety National INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** Raices Del Saber**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors <input type="checkbox"/> Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MOC NO. L0021	07/01/2018	07/01/2019	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit MED EXP (Any one person) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COMP/OP AGG \$ Tort Limit Maximum Liability \$ 1,050,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MOC NO. L0021	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ Tort Limit BODILY INJURY (Per accident) \$ Tort Limit PROPERTY DAMAGE (Per accident) \$ Tort Limit Maximum Liability \$ 1,050,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4055030	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Self-Insured Retention for Liability: \$750,000. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

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

AUTHORIZED REPRESENTATIVE

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COMMENTS/REMARKS

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability
Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability