

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is made and entered into between BASIS Schools, Inc., BTX Schools, Inc. (collectively "BASIS"), an open-enrollment charter school operating in Bexar County, Texas, and the City of Castle Hills (the "City"), a Texas general law municipality. BASIS and the City are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, BASIS is currently leasing space from Castle Hills First Baptist Church at 2220 NW Military Highway, Castle Hills, Texas 78213, Lot 29, Block 1 (the "Leased Property") for the operation of an open-enrollment charter school. A copy of the lease which sets forth the Leased Property is attached hereto as **Exhibit A**; and

WHEREAS, the City has granted BASIS a temporary Certificate of Occupancy (the "Temporary CofO") for the Leased Property, which is set to expire on July 31, 2017, and is attached hereto as **Exhibit B**; and

WHEREAS, the Temporary CofO does not contain any special stipulations, conditions, or restrictions related to traffic impact as a result of BASIS's use of the Leased Property for the operation of an open-enrollment charter school; and

WHEREAS, BASIS has a pending site review application with the City to construct an open-enrollment charter school on Winston Lane combined with a tree removal application (the "Pending Application") to use as a permanent campus, a copy of which is attached hereto as **Exhibit C**; and

WHEREAS, the City Council of City has referred BASIS's Pending Application back to the City's Architectural Review Committee ("ARC") for further consideration of the traffic impact analysis; and

WHEREAS, BASIS has informed the City that it objects to the imposition of traffic standards which it asserts have not been adopted by the City prior to its Pending Application, and BASIS has expended significant resources in cooperating with the City despite these concerns (but without waiving any objections to same); and

WHEREAS, the City has informed BASIS that it must mitigate the impact of traffic resulting from the placement of its proposed charter school on the property made the subject of the Pending Application. The City asserts proper standards have been adopted. The City acknowledges BASIS has expended resources in attempts to comply with the City's asserted requirements, which was provided in accordance with the requirement to complete a Traffic Impact Analysis. However, the Parties acknowledge a disagreement and dispute on the application of the facts to the law resulting in the present case and controversy; and

WHEREAS, the Parties desire to fully and finally settle and compromise any and all issues, claims, or controversies that currently exist between and among them, related to the Pending Application; and

WHEREAS, the City desires to grant BASIS a Conditional Certificate of Occupancy for the Leased Property to operate an open-enrollment charter school for the 2017-2018 academic year and an extension for the 2018-2019 school year if the conditions in Section 1.01 are met. In exchange, BASIS will withdraw its Pending Application, and will release all claims as set forth herein; and

WHEREAS, the Parties also recognize that BASIS has been diligently searching for an alternative site for its permanent campus for many months in order to alleviate concerns of the City in the Winston Lane site, but that both the City and BASIS have necessarily proceeded with the Pending Application in the absence of an acceptable site due to BASIS's financing and construction schedule. That BASIS's ongoing search has been kept of highest confidentiality due to the sensitivity of these matters and confidentiality provided by law relating to local government real estate acquisition. That BASIS has identified a superior site for construction of its permanent campus, and can now withdraw from the Winston Lane site.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Consideration.** Conditioned upon the promises, representations, and agreements made herein, the Parties agree to the following terms:

1.01 BASIS will submit an application and the City shall grant BASIS a conditional certificate of occupancy (the "CofO") for the Leased Premises for the 2017-2018 school year, set to automatically expire on July 31, 2018. Such granting requires BASIS to comply with all currently existing building code, fire code, property maintenance code and other non-traffic impact and non-zoning ordinances of the City. The application fee for this request shall be waived. In the event BASIS asserts it is in need of an extension of the conditional certificate of occupancy for the 2018-2019 school year, as outlined below, BASIS shall be entitled to a single extension through the 2018-2019 school year (expiring July 31, 2019). BASIS shall be granted such an extension if it provides the City, no later than July 1, 2018, written documentation asserting and demonstrating BASIS 1) has closed on and owns the title to the real property for the permanent charter school or signed a lease to relocate the charter school campus, 2) needs additional time to complete the development to open the new charter school facility, and 3) the additional time needed is realistically estimated to be not more than July 1, 2019.

1.02 As part of the application for the CofO, BASIS shall submit a queueing plan/diagram for vehicles showing the expected queueing system to be used by BASIS at the Leased Property under the CofO. The diagram is to inform the City of ingress and egress onto public right-of-ways from the Leased Premises during drop-off and pickup times. The Parties agree no queueing will be planned or implemented which intakes into

the queue by any means other than directly turning into the Leased Property from Northwest Military Drive. Further, the Parties agree that BASIS will direct through queueing, during any drop-off or pick-up times, for vehicles to leave the Leased Property by way of turning onto Northwest Military Drive. However, at BASIS' discretion, if BASIS feels exiting onto Winston Lane is necessary to avoid traffic congestion within the queue and on Northwest Military Drive, BASIS must advise parents and may allow some vehicles exiting during any drop-off or pick-up times they must make a right-turn-only exit from the Leased Property onto Winston Lane and only from the egress point closest to Northwest Military Drive. BASIS shall cooperate with any reasonable traffic mitigation and regulation efforts the City may initiate, on public roads/roadways/right-of-ways, including but not limited to temporarily blocking portions of or regulating public roadways to prevent vehicles from utilizing the residential neighborhood surrounding the Leased Property, to access the school by a means other than directly from Northwest Military Drive. The CofO shall not contain any other special traffic impact stipulations, conditions, or restrictions as a result of BASIS's use of the Leased Property for the operation of an open-enrollment charter school. BASIS must abide by all other applicable federal, state, and local laws.

1.03 Upon approval of this agreement by the governing bodies of both BASIS and the City, BASIS will immediately withdraw its Pending Application for the Winston Lane site, including its tree removal application and agrees not to refile for a permanent charter school CofO within the City's municipal limits on property zoned for Single Family Residential.

2. **Release.** BASIS on behalf of itself and its officers, directors, administrators, agents, representatives, attorneys, divisions, affiliates, and any other person claiming, in whole or in part, by, through or under it, jointly and individually, hereby unconditionally and forever releases, acquits and discharges the City and the City's officers, directors, administrators, employees, agents, servants, attorneys, assigns, and all other persons or entities acting on behalf of the City (hereinafter collectively "Releasee"), from any and all past and present claims, damages, demands, losses, causes of action, and/or suits of any kind or character whatsoever, both legal and equitable, known or unknown, arising out of, directly or indirectly attributable to, or in any manner connected with BASIS's Pending Application.

3. **Contractual Nature.** The Parties expressly understand and agree that the terms of this Agreement are contractual and not merely recitals, and that the agreements herein and consideration paid are to fully and finally compromise any and all disputed claims, avoid litigation, and secure peace.

4. **Ownership.** BASIS represents and warrants that it is the sole owner of all rights and claims relinquished by this Agreement, and that those rights or claims have not been assigned or transferred to any other person or entity.

5. **Authority.** Each of the Parties represents and warrants that execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions and the execution and delivery of this Agreement constitutes a legal, valid, and binding obligation of such party. BASIS represents and warrants that it has full

and complete authority to act on its own behalf in connection with the execution of this Agreement, and that the signature or approval of no other party is necessary for this Agreement to be effective and binding.

6. **No Admission of Liability.** It is understood by the Parties that this Agreement is not, and shall not be used as, or construed to be any evidence against, or an admission of guilt, wrongdoing or liability by, any person or entity, including the Releasee, which liability is expressly denied.

7. **Integration Clause.** This Agreement constitutes the complete expression of the terms of the resolution and settlement of any and all disputes. This Agreement supersedes any and all prior and contemporaneous representations, discussions, negotiations, and agreements, either oral or in writing, by and between the Parties hereto.

8. **No Oral Modifications.** The Parties may not alter or amend this Agreement except by agreement in writing signed by all Parties hereto.

9. **Severability Clause.** If any portion or provision of this Agreement is determined to be illegal or unenforceable, then that provision shall be deemed stricken, and all remaining provisions shall remain in full force and effect.

10. **Construction Clause.** All Parties to this Agreement have reviewed and/or revised this Agreement, and the normal rule of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

11. **Choice of Law.** This Agreement is made and performable in Bexar County, Texas, and shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Texas.

12. **Headings.** Headings in this Agreement are for the convenience of the Parties and are not to be used in construing the document.

13. **Full Knowledge and Voluntary Release.** BASIS represents and warrants that it has read this Agreement and fully understands it to be a release of all claims addressed in Paragraph 2 of this Agreement. BASIS understands that (a) the consideration for this Agreement is all the consideration that will be conveyed to it; (b) BASIS has entered into this Agreement based on its own knowledge and judgment, and on the advice of its attorney and other advisors of its own free choice; and (c) BASIS has not acted in reliance on any representation, advice, or other action of any other person or entity, except as specifically set forth and provided herein.

14. **Multiple Originals.** This Agreement may be executed in multiple originals.

15. **Effective Date.** This Agreement is considered effective on the date of execution by both parties.

AGREED:

**BASIS Schools, Inc.
& BTX Schools, Inc.**

By: Eva M. Sankey

Name: Eva M Sankey

Title: Superintendent - BASIS Texas Schools

Date: 4/25/2017

The City of Castle Hills

By: Curt A. Van De Halle

Name: Curt A. Van De Halle

Title: City Manager

Date: 4/25/17

[Remainder of Page Intentionally Blank – End of Document]

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is made and entered into as of the 23rd day of February 2017, by and between CASTLE HILLS FIRST BAPTIST CHURCH, a Texas nonprofit corporation ("Lessor"), and BTX SCHOOLS, INC., a Texas nonprofit corporation ("Lessee"). Lessor and Lessee are sometimes collectively referred to herein as the "Parties" or individually a "Party."

1. Basic Provisions.

1.1 Premises. Approximately 69,000 square feet of building space (including classrooms, offices, storage, restrooms, and hallways) located at 2220 NW Military Highway, Castle Hills, Bexar County, Texas, more particularly depicted on Exhibit "A," attached hereto and incorporated herein by this reference (the "Premises"). The Premises includes the areas known as the "Faith Building," the "Old Daycare Buildings," the second floor of the "Joy Building" and the nonexclusive use of the restrooms located in the "Spine." The "Spine" hallway connecting the various buildings on Lessor's property shall not be considered part of the Premises (excepting the nonexclusive use of the restrooms located in the Spine).

1.2 Term. One hundred nine days, commencing on July 15, 2017 (the "Commencement Date") and ending on October 31, 2017. (See also Section 3 of this Lease.)

1.3 Base Rent. \$540,000 annually, to be paid in monthly installments of \$45,000, plus any rental taxes imposed by any taxing authority on such rent ("Base Rent"), payable on the 1st day of each month commencing August 1, 2017. (See also Section 4 of this Lease.)

1.4 Permitted Use. Managing, operating, guiding, directing and promoting a not-for-profit charter school and other activities or functions incidental to such use. (See also Section 6 of this Lease.)

2. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Lessee hereby agrees and acknowledges that it accepts the Premises in their existing condition as of the Commencement Date.

2.1 The Parties agree that Lessor shall be permitted to retain the area labeled "EXCLUDED" on Exhibit "B," attached hereto and incorporated herein by this reference, for the purpose of storing furniture and equipment Lessor needs to utilize the Premises during the Shared Use periods (as defined below).

3. Term; Renewal.

3.1 Term. The term of this Lease shall be 109 days, commencing on the Commencement Date, and terminating on October 31, 2017, unless extended or earlier terminated as provided in this Lease.

3.2 Option to Renew. Provided that Lessee is not then in Default under this Lease (as defined in Section 18), beyond any applicable notice and cure period provided in this Lease, Lessor hereby grants Lessee the option to renew this Lease for three additional periods. The first option ("First Renewal Term"), if exercised by Lessee, shall commence on November 1, 2017 and end on January 31, 2018. The second option ("Second Renewal Term"), if exercised by Lessee, shall commence on February 1, 2018 and end on April 30, 2018. The third option ("Third Renewal Term"), if exercised by Lessee, shall commence on May 1, 2018 and end on June 30, 2018. To exercise its options, Lessee shall give written notice to Lessor of Lessee's intent to exercise such option no later than 30 days prior to the expiration of the then current term of this Lease. All the terms and conditions of this Lease shall apply throughout the Renewal Terms. As used in this Lease, unless the context prohibits such use, the Lease "Term" shall include the initial term and the Renewal Terms (by exercise of the foregoing options or otherwise).

4. **Rent.** During the Term, Lessee shall pay to Lessor, in lawful money of the United States, monthly rent as set forth in Subsection 1.3 of this Lease. Rent and all other charges for any period during the Term hereof which is for less than one full month shall be prorated based upon the actual number of days in the prorated month. Payment of Rent and other charges shall be paid to Lessor at such account or address as Lessor may from time to time designate in writing to Lessee.

5. **Security Deposit.** On or before the Commencement Date, Lessee shall deposit \$45,000 with Lessor as security for Lessee's faithful performance of Lessee's obligations under this Lease. Upon delivery to Lessee of an accounting supporting such application of the Security Deposit, Lessor may use, apply or retain all or any portion of any Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, cost, expense, loss or damage which Lessor may suffer or incur by reason of Lessee's failure to pay Rent or other charges due hereunder, or otherwise for Defaults (as defined in Subsection 18) under this Lease. Lessor shall not be required to keep all or any part of any Security Deposit separate from its general accounts. Lessor shall, within 30 days after the expiration or earlier termination of the Term hereof and after Lessee has vacated the Premises, return to Lessee that portion of any Security Deposit that has not been properly used or applied by Lessor.

6. **Permitted Use.** Lessee shall use and occupy the Premises for managing, operating, guiding, directing and promoting a not-for-profit charter school and for other activities or functions incidental to such use (collectively, the "Permitted Use").

7. **Maintenance; Janitorial; Alterations; Surrender.**

7.1 **Delivery.** Except as otherwise agreed between the Parties in writing, Lessor shall deliver the Premises free and clear of all furniture unless otherwise requested by Lessee and accepted by Lessor. Lessor shall deliver the Premises in good, broom clean condition, free of debris.

7.2 **Mold.** Upon the execution of this Lease by Lessee and Lessor, Lessor shall promptly commission a licensed and qualified environmental firm, at its sole cost and expense, to conduct a mold survey of the Premises and provide a written report (the "Mold Survey") of its findings to Lessee and Lessor. In the event the Mold Survey identifies any mold present in the Premises in excess of mold levels permitted for educational use, Lessor shall, at its sole cost and expense but subject to Subsection 7.2.1 below, immediately engage the environmental firm to remove and remediate such mold to a level that is permitted for educational use. The environmental firm, if engaged for removal and remediation, shall complete the removal and remediation on or before May 31, 2017, and the environmental firm shall update the Mold Survey to properly certify such removal and permissible mold levels on or before June 7, 2017.

7.2.1 In the event the estimated cost of the removal and remediation of the mold exceeds \$20,000.00, Lessor and Lessee shall jointly share in the cost of removal and remediation in equal portions for all costs in excess of \$20,000.00. Such costs in excess of \$20,000.00 for the removal and remediation of the mold shall be jointly approved by both Lessor and Lessee prior to incurring any costs for removal and remediation in excess of \$20,000.00. If Lessor and Lessee do not approve the costs for removal and remediation in excess of \$20,000.00 within five business days after receiving the cost proposal from the environmental firm, Lessee shall have the option to terminate this Lease and, if Lessee so terminates, neither Party shall have any further obligations or liability under this Lease, excepting only those obligations that expressly survive the termination of this Lease.

7.3 **Maintenance.** Lessor shall, at Lessor's expense, keep the Premises in good order, condition and repair; provided, however, that Lessee shall be responsible for damage to the Premises caused by Lessee or its students, parents, agents or employees.

7.4 Janitorial Services. Lessor shall furnish all janitorial and cleaning services for the Premises. Lessor shall keep and maintain the Premises in a clean condition and Lessor agrees to contract for and provide janitorial and cleaning services with a licensed and bonded supplier of such services for the Premises. Lessee agrees that it will reimburse Lessor for the documented cost of such janitorial services, in an amount not to exceed a monthly cost of \$8,500.00 (plus the additional costs for janitorial services for special events occurring outside the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, as specified in a janitorial proposal from the janitorial supplier, mutually agreed upon by the Parties), within 15 days after Lessee's receipt of Lessor's invoice for such reimbursement. Additionally, Lessor agrees that, at Lessor's cost, it will return the Premises to Lessee in a clean and orderly condition after each time Lessor uses the Premises as permitted by Section 14 of this Lease.

7.5 Alterations. The term "Trade Fixtures" means Lessee's machinery, equipment, furniture and fixtures which can be removed without doing permanent material damage to the Premises. The term "Alterations" shall mean any modification or improvements on the Premises, other than Trade Fixtures. Lessee shall not make nor cause to be made any structural Alterations in, on, under or about the Premises without Lessor's prior written consent. Any Alterations that Lessee desires to make and which require the consent of the Lessor shall be presented to Lessor in written form with reasonably detailed plans, including any applicable permits required by governmental authorities. Any Alterations by Lessee during the Term of this Lease shall be done in a good and workmanlike manner, with good and sufficient materials and be in compliance with applicable building codes. Lessee shall be permitted to make non-structural Alterations to the Premises, such as painting rooms, at Lessee's request and with prior consent from Lessor, which shall not be unreasonably withheld. However, under no circumstances shall Lessee be required to perform such non-structural Alterations.

7.6 Surrender. Lessee shall surrender the Premises by the end of the last day of the Lease Term or any earlier termination date, broom clean and free of debris, in good condition, ordinary wear and tear excepted. Upon surrender of the Premises, all Alterations made to the Premises by Lessee shall become the property of Lessor and be considered a part of the Premises and all Alterations shall, at the expiration or earlier termination of this Lease, be surrendered with the Premises by Lessee. Lessee's Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee prior to surrender of the Premises to Lessor.

8. Insurance; Indemnity.

8.1 Liability Insurance. Lessee shall obtain and keep in force during the Term of this Lease a general liability policy of insurance protecting Lessee and naming Lessor as an additional insured, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the use and occupancy of the Premises by Lessee, its students, parents, agents or employees, and all areas appurtenant thereto. Such insurance shall provide a limit of coverage in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

8.2 Property Insurance. Lessor shall obtain and keep in force during the Term of this Lease a policy or policies of insurance, naming Lessor (or its mortgagee) as the loss payee, insuring against loss or damage to the Premises. Such insurance shall be for full replacement cost, as the same shall exist from time to time. Such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood or earthquake, unless otherwise required by law or the insuring company). Additionally, Lessee shall, obtain and keep in force during the Term of this Lease a policy or policies of insurance insuring against loss or damage to Lessee's Trade Fixtures and other personal property. Such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood or earthquake, unless otherwise required by law or the insuring company).

8.3 Insurance Policies. Insurance required hereunder shall be with companies duly licensed to transact business in the State of Texas, and who maintain, during the policy term, a "General Policyholders Rating" of at least "A," as set forth in the most current issue of Best's Insurance Key Rating Guide. Neither Party shall do, nor permit to be done, anything which shall invalidate the insurance policies referred to in this Section 8.

Each Party shall cause to be delivered to the other Party, within 10 days of the Commencement Date, certified copies of, or certificates evidencing the existence and amounts of, the insurance required under this Section 8. To the extent insurers will comply with such requirement, no such policy shall be subject to cancellation or modification except after 10 days' prior written notice to the Parties. Each Party shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof.

8.4 Waiver of Subrogation. Without affecting any other rights or remedies, and to the extent of the limits of insurance provided as required herein, Lessee and Lessor hereby release and relieve the other Party, and waive its entire right to recover damages (whether in contract or in tort) against the other Party, for loss or damage to such Party's property arising out of or incident to the perils required to be insured against under this Section 8. Each Party agrees to have its insurance companies waive any right to subrogation that such companies may have against such Parties.

8.5 Indemnity. Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and Lessor's agents and employees, from and against any and all claims, loss of rents, damages, costs, liens, judgments, penalties, attorneys' fees, expenses or liabilities arising out of, involving or in connection with, Lessee's occupancy and use of the Premises, the conduct of its activities, and its acts or omissions, or those of its students, parents, agents or employees. The foregoing shall include, without limitation, the defense or pursuit of any claim or any action or proceeding involved therein.

9. Damage or Destruction. If the Premises are damaged or destroyed to the extent that the repair costs are less than 25 percent of the then Replacement Cost of the Premises (excluding Lessee's Trade Fixtures) immediately prior to such damage or destruction, whether an Insured Loss or not, then Lessor shall, at Lessor's expense (notwithstanding any shortage in insurance funds), repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of applicable building codes, ordinances or laws and without deduction for depreciation. "Insured Loss" shall mean damage or destruction to the Premises, other than Lessee's Trade Fixtures, which was caused by an event required to be covered by the insurance described in Section 8 of this Lease, irrespective of any deductible amounts or coverage limits involved. Notwithstanding any other provision hereof, if the Premises are damaged or destroyed to the extent that the repair costs are 25 percent or more of the then Replacement Cost of the Premises (excluding Lessee's Trade Fixtures) immediately prior to such damage or destruction, at Lessor's option, this Lease shall terminate on the date of such total destruction whether or not the damage or destruction is an Insured Loss. Within 30 days of the termination of this Lease pursuant to this Section 9, Lessor shall return to Lessee the Security Deposit and any advance payment made by Lessee to Lessor.

10. Taxes. Under current State law, the Property is exempt from Real Property Taxes. Nevertheless, in the event Real Property Taxes are, or at any time during the Term of this Lease, become due and payable, Lessor shall, during the Term of this Lease and to the extent required by law, pay all Real Property Taxes applicable to the Premises. As used herein, the term "Real Property Taxes" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any commercial rental tax, improvement bond or bonds, levy or tax imposed upon the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, school district, agricultural, sanitary, fire, street, drainage, industrial or other improvement district thereof, levied against any legal or equitable interest of Lessor in the Premises or any portion thereof, Lessor's right to rent or other income therefrom, or Lessor's business of leasing the Premises. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in applicable law or ordinances taking effect, during the Term of this Lease. Lessee shall pay prior to delinquency any taxes assessed against and levied upon Lessee's Trade Fixtures, furniture, furnishings, equipment and all personal property of Lessee contained in the

Premises or stored within the Premises.

...
Lessor will be solely responsible and liable, and Lessee will not be obligated to pay or reimburse Lessor, for any of the following imposed (and any penalties or interest related thereto) against Lessor and/or the Premises: (i) any local, state, federal or any other governmental authority or agency income tax; (ii) state margin, franchise or occupations tax; (iii) any local, state or federal gross receipts tax of general applicability to all businesses and which is imposed on the receiver of such gross receipts without regard to the nature of the receipts (e.g. sales tax); (iv) employer taxes; (v) any inheritance, estate or death tax imposed on Lessor or with respect to the Premises as a result of the death of Lessor or its partners; (vi) succession taxes; (vii) transfer taxes; (viii) gift taxes; (ix) profit taxes; (x) capital taxes; or (xi) any and all real estate taxes, assessments (general and special) and related government charges of any kind and nature whatsoever levied or assessed against the Premises (all of the foregoing being hereinafter referred to as the "Lessor's Taxes").

11. **Utilities.** Except as provided herein, Lessor shall pay directly for all utilities and services supplied to the Premises, including but not limited to water, electricity, telephone, security, gas, garbage collection, parking lot sweeping or cleaning of the Premises, together with any taxes thereon. Lessor shall, however, have the right to allocate a portion of its utility costs to Lessee as follows: (i) all utilities costs for the Faith Building; (ii) all utilities costs for the Old Daycare Buildings; and (iii) a portion of utilities for the Joy Building, determined by prorating the utility bills based upon the square footage of the Joy Building leased by Lessee compared to the entire square footage of the Joy Building. Lessee shall pay Lessor for properly-documented utility charges within 10 days after receipt of the complete invoice from the utility provider, along with supporting documentation from Lessor.

12. **Assignment; Subletting.** Neither Party may assign any of its rights or obligations under this Lease, nor may Lessee sublet the Premises, without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall have the right to sublet all or a portion of the Premises to an affiliate of Lessee, including, without limitation, BASIS Schools, Inc., an Arizona nonprofit corporation, so long as Lessee remains responsible for the entire Rent payment to Lessor.

13. **Contingencies; Fair Market Rent.** This Lease shall be contingent upon Lessee obtaining, on or before June 15, 2017: (i) a "Group E" (education) Certificate of Occupancy from the City of Castle Hills; and (ii) approval from the Texas Education Agency for operating a charter school at the Premises.

13.1 Lessee may, in its sole discretion, order a rent appraisal for the Premises (the "Appraisal") on or before March 15, 2017. Lessee's right to order such Appraisal and exercise its rights herein shall expire at 6:00 p.m. local time on March 15, 2017 if Lessee has not timely ordered the Appraisal; provided, however, that Lessee has no control over the timing of the completed Appraisal and, if ordered timely, Lessee's rights under this Subsection 13.1 shall continue until the Appraisal is completed, delivered and the Parties address the market rent as provided herein. If the Appraisal indicates that the Fair Market Rent for leasing the Premises is below the Base Rent set forth in this Lease, the Base Rent shall be lowered to match the Fair Market Rent described in the Appraisal. Lessor shall have the right to object to such Appraisal and order its own appraisal ("Lessor's Appraisal") if it deems the Appraisal to be demonstrably inaccurate. In such case, after comparing the Appraisal to Lessor's Appraisal, Lessee and Lessor shall agree in writing upon the Fair Market Rent for leasing the Premises. In the event Lessor and Lessee cannot agree upon the Fair Market Rent within 15 business days after completion of Lessor's Appraisal, the Parties shall agree upon and engage a third, independent appraiser who shall evaluate the Appraisal and the Lessor's Appraisal and determine the Fair Market Rent, which shall be no less than the lower of the two appraisals and no more than the higher of the two appraisals. The determination of the third appraiser shall be final and binding upon Lessor and Lessee and the cost of the third appraiser shall be split equally between the Parties.

...
...
...

14. **Cooperation and Shared Use.**

14.1 Lessee agrees to cooperate with Lessor to the maximum extent feasible in coordinating pick-up and drop-off logistics to mitigate any impact to Lessor's ongoing operations.

14.2 Lessee and Lessor agree to work together in developing and implementing a traffic-flow plan acceptable to the City of Castle Hills, which may include utilizing portions of Lessor's parking lot that are not a part of the Premises during pick-up and drop-off times. If needed for drop off and pick up, the areas required will be defined and used under the terms of a separate Parking Lot Lease.

14.3 Lessee agrees to share the Premises with Lessor (the "Shared Use") during certain times agreed by the Parties in writing at least one week in advance of the Shared Use. Such Shared Use of the Premises shall generally take place on Sundays and Wednesday evenings but may take place on weekday evenings when such weekday use does not conflict with Lessee's use of the Premises. Lessee's use of the Premises shall, at all times other than Sundays and Wednesday evenings take priority over the Shared Use. After any Shared Use by Lessor, Lessor shall deliver the Premises to Lessee in broom swept, clean and good condition, with rooms organized to conform to Lessee's arrangement immediately prior to such Shared Use. For purposes of this Lease, "Wednesday evenings" shall mean from 6:00 p.m. until 11:00 p.m. on Wednesdays of each calendar week; provided, however, that Lessor may use the Premises from 4:00 p.m. until 6:00 p.m. on such Wednesdays as agreed by the Parties in writing at least one week in advance of such Shared Use. In the event Lessor requests the use of the Premises from 4:00 p.m. to 6:00 p.m. on any Wednesday, the Parties agree that Lessee's use of the Premises during such times shall take priority over Lessor's requested use.

15. **Religious Displays.** Lessor hereby acknowledges that, pursuant to state and federal law, Lessee, as a public school, must be and must remain at all times nonsectarian in its programs, admissions policies, employment practices and all other operations of its public school. Therefore, upon the Commencement Date, Lessor will fully cooperate with Lessee to ensure that the program, operation and physical environment of the Premises is free of any religious iconography, displays, insignia or any other indicia or influence of religion and that all such iconography, indicia or influence is removed or appropriately covered in the areas of the Premises. Whether or not a display, iconography or insignia is to be removed or covered pursuant to this Section 15 shall be made in the sole and absolute discretion of the Lessee, and Lessor shall cooperate fully with Lessee's decisions related thereto, with the full understanding, acknowledgment and agreement that Lessee has entered into this Lease fully relying upon Lessor's compliance with this provision. Lessee shall also have, in its sole and absolute discretion, the ability to temporarily remove or cover any display, iconography or insignia of a religious nature in any portion of the Premises during school activities or events.

16. **Religious Activities.** Lessor shall cooperate, take such actions and provide such assurances as Lessee may require, in Lessee's sole and absolute discretion, to facilitate the public charter school's compliance with federal and state law. In addition, during all times that Lessee has control and use of the Premises (but not applicable to Lessor's Shared-Use of the Premises during the times that Lessor has control and use of the Premises), Lessor may not: (i) conduct (or allow any other third parties to conduct) religious activities or otherwise, promote, proselytize or encourage religious affiliation or participation in religious activities; nor (ii) promote or encourage Lessee's employees, students, agents or invitees to participate in, join or inquire about religious activities or any other activities of Lessor that may be perceived by Lessee, in its sole and absolute discretion, as religious in nature.

17. **First Amendment; Termination Right.** In the event there are any actual or threatened claims that

challenge this Lease as a violation of the First Amendment of the Constitution of the United States, or in the event that Lessee, in its sole and absolute discretion, determines that the funding of the public charter school operated by Lessee, or the Lessee's charter agreement with the Texas State Board of Education is threatened or adversely affected by the existence of this Lease or Lessor's use of the Premises, including, without limitation, any threatened, actual or perceived state or federal administrative agency action against the Lessee, then Lessee shall have the right to immediately terminate this Lease by giving written notice to Lessor. Lessee's termination of this Lease pursuant to this Section 17 shall not be a default under this Lease and Lessor shall not be entitled to any early termination charges or other damages of any kind or nature, with Lessor hereby waiving any and all claims arising in connection with such termination.

18. Default; Remedies.

18.1 Default. A "Default" by Lessee is defined as a failure by Lessee to observe, comply with or perform any of the terms, covenants or conditions applicable to Lessee under this Lease, where Lessee has failed to cure such Default within the applicable grace period specified herein, and shall entitle Lessor to pursue the remedies set forth in Subsection 18.3 of this Section 18:

18.1.1 The abandonment of the Premises (non-use during school holidays or summer breaks shall not be considered abandonment);

18.1.2 Except as expressly otherwise provided in this Lease, the failure by Lessee to make any payment of Rent as and when due, where such failure continues for a period of five calendar days following notice thereof by or on behalf of Lessor to Lessee;

18.1.3 The failure by Lessee to observe, comply with or perform any obligation under this Lease, other than those described in Subsection 18.1.2 of this Section 18, where such Default continues for a period of 30 days after written notice thereof by or on behalf of Lessor to Lessee; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Default of this Lease by Lessee if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion; or

18.1.4 The occurrence of any of the following events: (i) the making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee's becoming a "debtor" as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 90 days); (iii) the appointment of a trustee or the judicial appointment of a receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 90 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 90 days; provided, however, in the event that any provision of this Subsection 18.1.4 is contrary to any applicable law, such provision shall be of no force or effect, and shall not affect the validity of the remaining provisions.

18.2 Default by Lessor. A "Default" by Lessor is defined as the failure by Lessor to observe, comply with or perform any obligation under this Lease where such breach continues for a period of 30 days after written notice thereof by or on behalf of Lessee to Lessor; provided, however, that if the nature of Lessor's breach is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a breach of this Lease by Lessor if Lessor commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

18.3 Remedies. In the event of a Default, the non-Defaulting Party may at its option (but without obligation to do so), perform such duty or obligation on the Defaulting Party's behalf. The costs and expenses of

any such performance shall be due and payable by the Defaulting Party to the other Party immediately upon invoice therefor. In the event of a Default of this Lease by either Party (which is not timely cured), with or without further notice or demand, the non-Defaulting Party may pursue any remedy now or hereafter available to such Party under the laws or judicial decisions of the State of Texas.

19. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10 percent of the floor area of the improvements on the Premises, or more than 25 percent of the square footage of the Premises, is taken by condemnation, Lessee may, at Lessee's option, to be exercised in writing within 60 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 60 days after the condemning authority shall have taken possession) terminate this Lease as of the latter of the date the condemning authority takes such possession or the date Lessor receives such notice of termination from Lessee. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be ratably reduced as follows. If floor area of the improvements on the Premises are taken: in the same proportion as the rentable floor area of the improvements on the Premises taken bears to the total rentable floor area of the improvements on the Premises. If unimproved square footage of the Premises is taken: in the same proportion as the unimproved square footage of the Premises taken bears to the total unimproved square footage on the Premises. In the event both improved and unimproved areas are taken, then both formulas shall be applied to arrive at the reduced Rent. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power for the taking of the fee or as severance damages shall be the property of Lessor; provided, however, that Lessee shall be entitled to any compensation, separately awarded to Lessee for diminution of value of the leasehold or for Lessee's relocation expenses, business losses or loss of Lessee's Trade Fixtures.

20. **Brokers: Representations and Warranties.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity is/are entitled to any commission or finder's fee in connection with said transaction. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses and/or attorneys' fees reasonably incurred with respect thereto.

21. **Estoppel Certificate.** Each Party shall, at any time upon not less than 15 days prior written notice from the other Party, execute, acknowledge, and deliver to the other Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to their knowledge, any uncured defaults on the part of the other Party hereunder, or specifying such defaults if any are claimed. At the requesting Party's option, a failure to deliver such statement within such time shall be conclusive upon the other Party that: (i) the Lease is in full force and effect, without modifications; (ii) there are no uncured defaults in the requesting Party's performance, and (iii) that not more than one month's Rent has been paid in advance.

22. **Attorneys' Fees.** If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorneys' fees, costs and costs of appeal. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other Party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall fully

reimburse all attorneys' fees reasonably incurred.

...
...

23. **Signs.** In coordination with Lessor, Lessee shall have the right to place signs about and upon the Premises in such quantities and in such locations as Lessee deems necessary to properly promote and effectuate the Permitted Use. Lessee's signs shall not be permanently attached to the Premises, shall be and remain removable without damage to the Premises, but shall be permitted to be displayed at all times during the Term of this Lease.

24. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld, conditioned or delayed.

25. **Quiet Enjoyment.** Upon payment by Lessee of the Rent for the Premises and the timely performance of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have peaceful and quiet possession and enjoyment of the Premises for the entire Term hereof subject to all of the provisions of this Lease.

26. **General Provisions.**

26.1 **Notice.** Any notices permitted or required under this Lease shall be in writing and shall be given by hand delivery (which shall include delivery by an overnight courier) or by certified or registered United States mail, return receipt requested, to the addresses set forth below, or to such other addresses as may be specified from time to time in writing, and shall be effective on the earlier of the date when hand-delivered or the third day following deposit in the United States mail.

If to Lessor: Castle Hills First Baptist Church
2220 NW Military Highway
Castle Hills, Texas 78213
Attn: Don Long

If to Lessee: BTX Schools, Inc.
517 Soledad Street
San Antonio, Texas 78205
Attn: Eva Sankey

26.2 **Severability.** To the full extent possible each provision of this Lease shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Lease is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Lease is declared void or unenforceable, such provision shall be deemed severed from this Lease and this Lease shall otherwise remain in full force and effect.

26.3 **Governing Law.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State of Texas. Suit to enforce any provision of this Agreement or to obtain any remedy with respect thereto shall be brought in the District Court for Bexar County, Texas, or the United States District Court for the Western District of Texas, San Antonio; and each Party hereto expressly and irrevocably consents to the jurisdiction of said courts.

26.4 **Successors in Interest.** This Lease shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Parties.

26.5 Time of Essence. Time is of the essence of this Lease and each and every provision of this Lease. Any extension of time granted for the performance of any duty under this Lease shall not be considered an extension of time for the performance of any other duty under this Lease.

26.6 Waivers. No waiver of any term covenant or condition hereof shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent violation of the same or any other term, covenant or condition hereof. A Party's consent to or approval of, any act of the other Party shall not be deemed to render unnecessary the obtaining of the applicable Party's consent to, or approval of, any subsequent or similar act by the other Party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

26.7 Time Periods. Unless expressly stated otherwise, any computation of time periods permitted or required herein stated in "days" shall mean calendar days. "Business day," when so identified, shall mean normal working days, excluding Saturdays, Sundays and federal or state legal holidays. If the time for performance of any obligation due hereunder or the making of any election permitted hereunder is stated in "days" and expires on a Saturday, Sunday or federal or state legal holiday, then the time for performance of such obligation or for the making of any such election shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

26.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26.9 Counterparts. This Lease may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original of this Lease; provided, however, that this Lease shall not be effective or enforceable unless and until it is executed by each Party.

26.10 Amendments. This Lease may be amended or modified only in writing, signed by the Parties in interest at the time of the modification.

26.11 Representative Signatures. The Parties hereby represents and warrants that any individual signing this Lease in a representative capacity is duly authorized to execute and deliver this Lease and has full authority and power to bind his or her principal to this Lease. Each Party shall, upon the execution of this Lease, deliver to the other Party documents evidencing such authority.

26.12 Captions. Captions, headings and subheadings are for the convenience of the reader only and shall not alter the interpretation of any provision or be used in construing this Lease.

26.13 Entire Agreement. This Lease, including any exhibits or schedules referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter of this Lease and all agreements and understandings entered into prior to this Lease, with respect to the subject matter hereof, are revoked and superseded by this Lease.

27. Immunity; Public Entity. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LESSOR ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS LEASE SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO LESSEE UNDER APPLICABLE LAW. LESSOR STIPULATES THAT IT IS AWARE AND UNDERSTANDS THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF LESSEE (A PUBLIC ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF AN AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON LESSEE'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS,

DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY'S FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON LESSEE EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

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

LESSOR:

CASTLE HILLS FIRST BAPTIST CHURCH, a Texas nonprofit corporation

By: 

Printed Name: DONALD LONG

Title: EXECUTIVE PASTOR

LESSEE:

BTX SCHOOLS, INC., a Texas nonprofit corporation

By: 

Printed Name: Eva M Sankey

Title: Superintendent

EXHIBIT A
DEPICTION OF PREMISES

EXHIBIT B

DEPICTION OF THE EXCLUDED AREA

EXHIBIT B

Temporary Certificate of Occupancy City of Castle Hills

This Certificate is issued pursuant to the requirements of Section 113 of the International Building Code, 2015 Edition as adopted by the City of Castle Hills.

Permit Number: 20170166

Structure Address: 2220 NW MILITARY HWY

Structure Owner: CASTLE HILLS FIRST BAPTIST

Business Name: BASIS CHARTER SCHOOL

Address: 2220 NW MILITARY HWY
CASTLE HILLS TX 78213

Block: 1

Zoning: A - SINGLE FAMILY

The structure or portion of the structure identified above has been inspected for compliance with the requirements of the City of Castle Hills building code for the Use and Occupancy listed below.

Uses: Charter School

Auto Fire Sprinkler Required: NO

Provided: NO

Special Stipulations and Conditions: Temporary C of O for the Daycare Building, Faith Building and the Hope Building. Valid until July 31, 2017. All deficiencies noted in the Building Inspection 02/16/17 to be corrected prior to Permanent C of O. Conditioned on the ability of the property owner to legally lease the premises to the applicant.

Building Official, City of Castle Hills

Issued By
February 22, 2017

EXHIBIT C

GENERAL INFORMATION
FOR ARCHITECTURAL REVIEW COMMITTEE HEARING

(Please retain for top three pages for your information and return page four)

Jake Bodell- Architect 3003 N Central Ave Phx, AZ 602-469-7120
APPLICANT'S NAME ADDRESS & PHONE #

115 S Winston Lane CB 5778 Bldg 2 Lot NE 108.1 FT 1P2
PROPERTY ADDRESS LEGAL DESCRIPTION

Basis Schools 7975 N Hayden Rd. B120 Scottsdale, AZ 85258
PROPERTY OWNER ADDRESS & PHONE #
currently owned by Castle Hills First Baptist Church


Public Charter School, Grades 5-12 approximately 900 students
PROPOSED USE OF BUILDING

Please provide your written request for the Hearing below:

We request the committee's consideration of our project at their March meeting.

Development of a sacred site for
a 62,500 sq. ft. 2-story Private
Charter School

Approved as to form by City Manager

2.3.17 
Date

CITY OF CASTLE HILLS

CITY OF CASTLE HILLS
REC'D: 00057249 2/03/2017 10:58 AM
TRAN: 700.0000 ARCHITECTURAL REVIEW
OPER: JT TERM: 008
PAID BY: JAKE BODELL - BASIS SCHOOL
MISCELLANEOUS 10.4000

CITY OF CASTLE HILLS
REC'D: 00057249 2/03/2017 10:58 AM
TRAN: 700.0000 ARCHITECTURAL REVIEW
OPER: JT TERM: 008
PAID BY: JAKE BODELL - BASIS SCHOOL
BASIS SCHOOL
115 S WINSTON LN
BIRMGHAM, AL 35202
200.0000

ARCHITECTURAL REVIEW HEARING REQUIREMENTS

1. ☒ Completed Application
2. ☒ Proof of ownership of property or letter of authorization from property owner.
3. ☒ \$200 filing fee
4. ☒ Submit one (1) original set plus ~~12~~¹⁹ complete sets of:
 - a. 8-1/2" x 11" or 11" x 17" Plat to scale showing project square footage and location of building or buildings.
 - b. Information necessary to show compliance with building code and zoning code.
 - c. Preliminary building plan to include:
 - (1) Footprint square footage
 - (2) Site and grading plan
 - (3) Property survey
 - (4) Tree survey showing types of trees - existing, trees or removal
 - (5) Demolition plans
 - (6) Exterior elevations, in color, reflecting specified exterior building materials. A sample board show all exterior materials and colors.
 - (7) Landscape plans reflecting landscape areas including landscape buffer, plant specifications and locations, exterior lighting layout, parking and site screening.
 - (8) Design of any permanent sign showing size, color, and other specifications, whether freestanding or building-mounted.
 - (9) Photographs showing existing property, existing structures including any to be demolished, and adjacent neighbors' property.
 - (10) Provisions for location of trash/garbage containers for collection and removal and for any exterior storage, plans for screening same.
 - (11) Size and location of any rooftop equipment with method and design of screening.
 - (12) Site and exterior building illumination

All plans for construction must be prepared, sealed, and signed by a State-Registered Architect. In the case of any new building or an addition to an existing building, the plans will also require a licensed State Professional Engineer to provide structural engineering services.

If any of the above listed information is not included with the application, application will be returned to the applicant and will not be accepted until all information is resubmitted.

I have verified that all required information is submitted with the Architectural Review Application.

I understand that a 4'x2' sign must be posted on property in question advising the public of the hearing date (must be posted within 14 days of acceptance of the application).


Signature


3/3/17
Date

March 20, 2017
Date of Hearing

OWNER AUTHORIZATION
(Please return with application)

I, DONALD LONG, ELDER OF CASTLE HILLS FIRST BAPTIST CHURCH
owner of subject property at 113, 115, 117, 119, 121 & 123 SOUTH WINSTON LN.
authorize (applicant) BASIS SCHOOLS, INC., AND ITS AFFILIATES
to pursue a request before the City of Castle Hills Architectural Review Committee for
the following described project:
SCHOOL CONSTRUCTION

DONALD LONG
Printed Name of Property Owner


Signature of Property Owner

1/18/2017
Date