

Additional School Location Within District Notification Form

The Charter Contract, was entered into by and between the New Mexico Public Education Commission, and **Horizon Academy West**, effective **1st of July, 2018**. **Horizon Academy West** was approved for a 5 year Charter Contract.

Horizon Academy West requests consideration from the Public Education Commission (PEC) to change the terms of its Contract as follows:

Charter Contract currently states:

SCHOOL NAME: Horizon Academy West

ORIGINAL ADDRESS: 3021 Todos Santos NW, Albuquerque, NM 87120

AUTHORIZED GRADE LEVELS: Kinder to 5th Grade

Notifies the Public Education Commission, Section 4 #10 of the school's contract shall state beginning on:

EFFECTIVE DATE OF CHANGE: 09/04/2018

SCHOOL NAME: Horizon Academy West

ADDITIONAL PHYSICAL ADDRESS: 3040 Painted Rock Dr., Albuquerque, NM 87120 (not replacing original address, just adding)

AUTHORIZED GRADE LEVELS: Kinder to 5th Grade

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

Horizon Academy West's School Location within District Notification is hereby submitted by, **Diana Cordova**, on **09/12/2018**, 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 is not moving to a new location, only adding an additional building for Gym and Art Classroom use, which was part of the Facility Master Plan. Attached is the E Occupancy and Minutes)

The school's governing board is in compliance with all reporting requirements.



Charter School Representative Signature

9-12-18

Date

Horizon Academy West School Location within District Notification was:

Approved Denied

Chair, Public Education Commission

Date

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

23873

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

~ CERTIFICATE OF OCCUPANCY ~

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

3040 Painted Rock Dr. Abq., NM 87120
BUILDING ADDRESS

Horizon Academy West, 3021 Todos Santos St. Abq. NM
NAME AND ADDRESS OF OWNER

LLR Construction LLC
NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S)

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

2018023240
BUILDING PERMIT NUMBER

Level II Alteration of Existing Building
PORTION OF BUILDING

Joel Joyner
INSPECTOR'S NAME

9/4/2018
DATE

COMMENTS

Horizon Academy West Governing Council Meeting

February 20, 2018

Conference Room

4:30 p.m.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Officers: President, Storm Gonzalez Members: Carrie Rodriguez, Vice President Alice Chavez, Secretary Christen Levan (Hagemann), Member Cecilia Webb, Member ☐Non-voting | Guests: Cynthia Carter, Director☐ Diana Cordova, Business Manager ☐ Olivia Flores, Assistant Director ☐ Linda Stoffan, Teacher Representative ☐ |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

AGENDA

1. CALL TO ORDER Carrie Rodriguez called meeting to order
2. ROLL CALL Storm Gonzalez was absent
3. APPROVAL OF AGENDA* Cecilia Webb motioned to approve; Christen Hagemann 2nd the motion- all approved
4. APPROVAL OF MINUTES* Cecilia Webb motioned to approve; Christen Hagemann 2nd the motion -all approved
5. PUBLIC FORUM[☐]4:30 p.m. No one for public forum
6. FINANCE*
 - a. Bank Reconciliation Reports Christen Hagemann motioned to approve; Cecilia Webb 2nd the motion – all approved
 - b. ● Voucher Listing* Christen Hagemann motioned to approve; Cecilia Webb 2nd the motion – all approved

●BARS* 503-000-1718-0015-I- 14000- Instructional Materials Increase; Christen Hagemann motioned to approve; Cecilia Webb 2nd the motion – all approved
503-000-1718-0016-I- 11000- Operational SEG Increase Christen Hagemann motioned to approve; Cecilia Webb 2nd the motion – all approved
503-000-1718-0017-IB- 29102- Private/Direct Grants- Target & Voya; Christen Hagemann motioned to approve; Cecilia Webb 2nd the motion -all approved
7. Resolution for Purchase* Cecilia Webb motioned to approve; Alice Chavez 2nd the motion, Christen Hagemann abstained from vote – Resolution for Purchased approved 3-1
8. Director Report Cynthia Carter reported that Kathy Young, consultant, is working with grade levels to review Istation data to help improve instruction. Overview of PED Site Visit on 2/14/18 was shared.
9. CONCLUDING BUSINESS
 - a. Announcements
 - Next Regular Board Meeting, March 20, 2018 at 4:30 pm
 - b. Adjournment Christen Hagemann motioned to approve; Cecilia Webb 2nd the motion -all approved

*ACTION ITEM

☐TIMED ITEM

The Horizon Academy West Governing Council attempts to follow the order of items as listed; however, the order of specific items may vary from the printed Agenda. Public forum will be held at the time specified in the Agenda.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Principal at Horizon Academy West at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Office Manager at Horizon Academy West if a summary or other type of accessible format is needed.

Posted: _____ By: _____

**HORIZON ACADEMY WEST
GOVERNING COUNCIL**

Resolution No. _____

Resolution Re: Purchase of 3040 and 3050 Painted Rock Dr. N.W., Albuquerque, New Mexico

WHEREAS, the Horizon Academy West's Governing Council ("Council"), the governing body of Horizon Academy West, a public charter school ("School"), met in regular session at 3021 Todos Santos NW, Albuquerque, New Mexico on February 20, 2018, at __: __ 0 p.m.; notice of the meeting was provided by law; and

WHEREAS, the Council has determined that it is necessary and in the School's best interest to acquire from Sellers (Meshach Alvarado and Alma Alvarado, husband and wife), the vacant land located at 3050 Painted Rock Dr. N.W. and land with buildings and improvements located at 3040 Painted Rock Dr. N.W., both locations are located in the City of Albuquerque, County of Bernalillo, New Mexico and referred to collectively as the "Property".

WHEREAS, The Council has made a determination, after receiving an appraisal for the Property (both land and land with building), that the Property has a total fair market value of \$612,000 ("Purchase Price"), which the Council deems is fair and reasonable based on the School's current and projected educational program needs. The Sellers have agreed to sell the Property for the Purchase Price.

WHEREAS, the Council has reviewed the Contract for Purchase and Sale of Real Property ("Contract"), which contains the specific terms and conditions for the acquisition of the Property, and the Council deems the terms and conditions of the Contract to be acceptable to the Council. The Council has been informed by the School's Director and the Business Manager that acquisition of the Property is necessary for the expansion and continued operation of the School's educational program and after deliberations and an opportunity to conduct reasonable due diligence as to the necessity for acquiring the Property, the Council is satisfied that to do is in the School's best interest.

WHEREAS, the Council has identified the source of funds for the purchase of the Property and related closing costs as mill levy tax reserves and such other eligible funding for such purposes.

NOW THEREFORE, the Horizon West Academy Governing Council resolves that:

(1) It is necessary and in the School's best interest to acquire from the Sellers, the property and to enter into the Contract to purchase the Property.

(2) The Purchase Price for the Property does not exceed the appraised value and is otherwise in the best interest of the School and in accordance with the School's educational plans as described in its charter contract;

(3) The terms of the proposed Contract attached hereto as Exhibit A are acceptable and in the best interest of the School;

(4) The source of funds to pay the Purchase Price have been identified from available funds;

(5) The Governing Council authorizes its President or the Vice President if the President is unavailable ("Authorized Officer"), to execute the Contract for Purchase and Sale of Real Property, and if necessary, to make any nonmaterial corrections to the Contract after consulting with the School's legal counsel, and to deliver the executed document to the Sellers;

(6) The Authorized Officer shall be authorized to execute all documents necessary to meet the School's obligations under the Contract, including those documents required during the due diligence period thereunder, and as contemplated for closing.

(7) The Authorized Officer or Business Manager shall present the executed Contract to the Governing Council at its next regularly scheduled meeting and to apprise the Council of the status of the Property acquisition.

The undersigned Secretary certifies that s/he is the duly elected Secretary of the Council and that the above is a true and correct statement of the Resolution that was duly adopted at a meeting of the Council, which was held in accordance with State laws and bylaws of the Horizon Academy West's Governing Council.

The motion was duly made, seconded, and 3 voted in favor and 0 against; the motion carried.
, Abstained

HORIZON ACADEMY WEST GOVERNING COUNCIL


President, Governing Council

3-5-2018
Date


Secretary, Governing Council

3-5-2018
Date

Affidavit of Compliance with NMSA 22-8B-4.2. Charter school facilities; standards

State of New Mexico

County of Bernalillo

I, Cynthia Carter, Director of Horizon Academy West Charter School, affirm that Horizon Academy West is in compliance with all ownership requirements of Section 22-8B-4.2 NMSA 1978 stated below.

A. The facilities of a charter school that is approved on or after July 1, 2005 and before July 1, 2015 shall meet educational occupancy standards required by applicable New Mexico construction codes.

B. The facilities of a charter school whose charter has been renewed at least once shall be evaluated, prioritized and eligible for grants pursuant to the Public School Capital Outlay Act [Chapter 22, Article 24 NMSA 1978] in the same manner as all other public schools in the state; provided that for charter school facilities in leased facilities, grants may be used to provide additional lease payments for leasehold improvements made by the lessor.

C. On or after July 1, 2011, a new charter school shall not open and an existing charter school shall not relocate unless the facilities of the new or relocated charter school, as measured by the New Mexico condition index, receive a condition rating equal to or better than the average condition for all New Mexico public schools for that year or the charter school demonstrates, within eighteen months of occupancy or relocation of the charter, the way in which the facilities will achieve a rating equal to or better than the average New Mexico condition index.

D. On or after July 1, 2015, a new charter school shall not open and an existing charter shall not be renewed unless the charter school:

(1) is housed in a building that is:

(a) owned by the charter school, the school district, the state, an institution of the state, another political subdivision of the state, the federal government or one of its agencies or a tribal government; or

(b) subject to a lease-purchase arrangement that has been entered into and approved pursuant to the Public School Lease Purchase Act [Chapter 22, Article 26A NMSA 1978]; or

(2) if it is not housed in a building described in Paragraph (1) of this subsection, demonstrates that:

(a) the facility in which the charter school is housed meets the statewide adequacy standards developed pursuant to the Public School Capital Outlay Act and the owner of the facility is contractually obligated to maintain those standards at no additional cost to the charter school or the state; and

(b) either: 1) public buildings are not available or adequate for the educational program of the charter school; or 2) the owner of the facility is a nonprofit entity specifically organized for the purpose of providing the facility for the charter school.

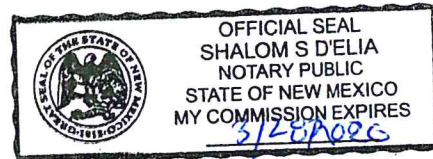
E. Without the approval of the public school facilities authority pursuant to Section 22-20-1 NMSA 1978, a charter school shall not enter into a lease-purchase agreement.

F. The public school capital outlay council:

(1) shall determine whether facilities of a charter school meet the educational occupancy standards pursuant to the requirements of Subsection A of this section or the requirements of Subsections B, C and D of this section, as applicable; and

(2) upon a determination that specific requirements are not appropriate or reasonable for a charter school, may grant a variance from those requirements for that charter school.

Dated this the 13th day of September, 2018



Cynthia Carter
Signature of Affiant

Shalom S. D'Elia
Notary Public

3/28/2020
Commission Expires

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS Contract for Purchase and Sale of Real Property ("Contract") is made this 20th day of February, 2018 by and between MESHACH ALVARADO and ALMA ALVARADO, husband and wife, as joint tenants with rights of survivorship, whose address is 9200 Black Farm Lane NW, Albuquerque, New Mexico 87114 ("Seller"), and HORIZON ACADEMY WEST, a New Mexico public charter school ("Buyer"), whose address is 3021 Todos Santos Street NW, Albuquerque, New Mexico 87120.

1. The Property. Subject to the terms and conditions hereinafter set forth, Buyer agrees to purchase and Seller agrees to sell that certain real property, which is comprised of two (2) separate parcels as more particularly described in the attached Exhibit A (both parcels are collectively referred to herein as the "Property"). The first parcel is vacant unimproved land commonly known as 3050 Painted Rock Dr. NW, Albuquerque, New Mexico 87120, and the second parcel is improved land commonly known as 3040 Painted Rock Dr. NW Albuquerque, NM 87120.

2. Purchase Price/Earnest Money.

(a) The Purchase Price for the Property shall be Six-Hundred Twelve Thousand Dollars (\$612,000.00). The purchase price shall be paid to Seller by Buyer in cash or cashier's check at Closing. The Purchase Price shall be contingent on Buyer obtaining an appraisal verifying the fair market value of the property in an amount to be no less than the Purchase Price. In no event, shall the Purchase Price be increased despite the ultimate appraised value.

(b) Earnest Money Deposit. Within five (5) days of a fully executed Contract, the Seller shall deliver a copy of the Contract to First American Title, 7517 Montgomery Blvd., Albuquerque, NM 87109. Buyer shall, within five (5) days of a fully executed Contract deliver the sum of Five Thousand Dollars (\$5,000) ("Earnest Money Deposit") made payable to First American Title ("Title Company") and to be held by Title Company and credited toward the Purchase Price or as otherwise set forth herein.

3. Survey. Seller, at its expense, shall obtain and furnish to Buyer an ALTA survey of the Property (the "Survey") acceptable to Buyer and sufficient for Title Company to cause the deletion of the survey exception from the title policy.

4. Title Evidence -- Property and Improvements. At Buyers expense and within ten (10) days of the final execution of the Contract, Seller shall deliver to Buyer a title commitment (with legible copies of all documents describing the listed exception as well as copies of all deeds of conveyance in the Property's title) to issue an ALTA owner's policy of title insurance in the amount of the Purchase Price (\$612,000.00). Seller shall deliver an ALTA owner's policy of title insurance to Buyer at Closing and Buyer shall pay the premium thereon. Buyer shall pay for additional costs for extended title insurance coverage and title insurance endorsements as required by Buyer, if any, including the cost to remove standard exceptions 1 through 7.

5. Approval of Title Evidence and Survey -- Property and Improvements. Buyer shall examine the Survey, title insurance commitment, and the documents furnished therewith, (the "Title Evidence") furnished by Seller, and if title to the Property is not merchantable, or if Buyer, in its reasonable discretion, is not satisfied with the matters disclosed by the Title Evidence, Buyer may, at its option, give written notice of the defect or defects to Seller within seven (7) days following the date of receipt by Buyer of the document disclosing the matter objected to (including, but not limited to up-dates of the title insurance commitment and the Survey). Upon receipt of notice of defects from Buyer, Seller may, by written notice to Buyer within ten (10) days, elect to cure such defects or not to cure them. Unless Seller elects to cure such defects, Buyer may, by written notice to Seller at or before the Closing (a) elect to waive such defects and proceed to close; or (b) terminate this Contract. In the event that Buyer fails to give written notice of defects, or of termination, Buyer shall be deemed to have accepted and approved the status of the title as disclosed by the title evidence. If Seller elects to cure title defects, upon written notice of such election to Buyer, the Closing may be postponed by written agreement of the parties for a reasonable period of time, not to exceed sixty (60) days. If, after making such election, the Seller is unable to cure the title defect within said 60-day period, Buyer shall have the options stated in (a) and (b) above, to be exercised within ten (10) days of Seller's inability to cure the title defect. If Buyer gives notice of termination pursuant to this Paragraph 5, this Contract shall terminate. Within three (3) days of notice of termination, the parties agree to execute a written termination agreement and a release of Earnest Money Deposit directive satisfactory to the Title Company, and the Title Company shall promptly return the earnest money deposit to Buyer, and both parties shall be released from all further obligations hereunder.

6. Conveyance. Merchantable and insurable title to the Property shall be conveyed by Seller to Buyer by a sufficient Warranty Deed. Seller's conveyance shall be free and clear of (a) all taxes and assessments, except general property taxes accruing and not due and payable as of the date of Closing; and (b) all other liens, encumbrances, leases, easements, rights of way, reservations, and restrictions, except (i) building and zoning codes and regulations; and (ii) any exceptions shown in the title policy which are specifically approved or waived by Buyer ("Permitted Exceptions") in writing pursuant to the provisions of paragraph 5, above.

7. Adjustments. Real estate taxes, assessments and other similar items shall be prorated between the Buyer and the Seller as of the date of Closing. Each party shall pay its own attorney's fees in connection with the negotiation and drafting of this Contract and the Closing of this sale. Each party shall pay one-half (1/2) of the escrow fees charged by the Title Company. Each party shall pay its own recording fees. The Buyer shall pay (1/2) of the document preparation fees and one-half (1/2) of the Title Company's closing fees. Buyer shall pay for a Phase I report, if ordered. All other costs or expense shall be paid pursuant to the terms of this Contract. Any and all other customary closing costs not addressed in this Contract, but otherwise involved in this transaction, shall be paid as is customary in Albuquerque, New Mexico.

8. Closing. The Closing of this transaction shall be held on or before forty-five (45) calendar days from the date of final execution of this Agreement or within five (5) days

of Buyer's receipt of an appraisal confirming the Purchase Price, which ever date is later. The Closing shall take place, at First American Title Insurance Company, 7517 Montgomery Blvd. NE, Suite B, Albuquerque, NM 87109, C/O Michelle Gallegos, Senior Escrow Officer (505) 830-1822 phone, (866) 578-0452 fax, MLGallegos@firstam.com or, by mutual consent, at an earlier date or other location.

(a) Seller's Obligations at Closing:

(i) deliver to Buyer a duly executed warranty deed (the "Deed") in recordable form, conveying the Property, subject to the permitted exceptions;

(ii) deliver to Buyer an affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act; and

(iii) such other documents required by Title Company required to consummate the transaction contemplated by this Contract.

(b) Buyer's Obligations at Closing:

(i) Buyer shall deliver to Seller the Purchase Price in immediately available funds, plus or minus, prorations and closing costs payable at Closing which have not been previously paid or applied;

(ii) Buyer shall execute and deliver to the Seller an affidavit duly executed by the Buyer stating that the Buyer is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act; and

(iii) such other documents required by Title Company required to consummate the transaction contemplated by this Contract.

9. Possession; Inspection.

(a) Time of Possession. Possession of the Property shall be delivered to Buyer at the Closing.

(b) Entry Prior to Closing. Prior to the Closing, Buyer and its agents and employees shall be authorized to enter upon the Property in order to inspect, appraise, and survey the Property; provided, however, that Buyer shall at all times comply with applicable laws; shall indemnify, save, and protect Seller harmless from any and all liability on account of the actions of Buyer, its agents, or employees, upon the Property; shall cause no harm or damage to the Property; and shall not allow any liens to be filed against the Property as a result of such activities of Buyer, its agents, or its employees.

(c) Hazardous Waste; Seller's Indemnity. Buyer must be able to determine to its satisfaction that: (1) the Property is not in any way contaminated with any hazardous substance; (2) the Property is not subject to any federal, state, or local "superfund" lien, proceedings, claim, liability, or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has an interest, legal or equitable; (3) there is no asbestos on the Property; and (4) there is no underground storage tank on the Property. In order to assist Buyer in making such

determination, and to induce Buyer to purchase the Property, Seller hereby covenants, represents, and warrants to Buyer that, to the best of Seller's knowledge: (i) the Property is not contaminated with any hazardous substance; (ii) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property; (iii) the Property is not subject to any federal, state, or local "superfund" lien, proceedings, claim, liability, or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable; (iv) there is no asbestos on the Property; (v) there are no underground storage tanks on the Property; (vi) by acquiring the Property, Buyer will not incur or be subjected to any "superfund" liability for the cleanup, removal, or remediation of any hazardous substance from the Property or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property; and (vii) Seller will indemnify, defend, and hold Buyer harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, cost, and expense (including, without limitation, attorney fees) arising or resulting from, or suffered, sustained, or incurred by Buyer as a result (direct or indirect) of the untruth or inaccuracy of any of the foregoing matters represented and warranted by Seller to Buyer, or the breach of any of the foregoing covenants and warranties of Seller, which indemnity shall survive the closing hereunder. All of the foregoing covenants, representations, and warranties shall be confirmed in writing by Seller and be true and correct at the time of closing hereunder and shall survive the closing. The terms "hazardous substance," "release," and "removal" as used herein shall have the same meaning and definition as set forth in paragraphs (14), (22), and (23), respectively, of 42 U.S.C. § 9601; provided, however, that the term "hazardous substance" as used herein also shall include "hazardous waste" as defined in paragraph (5) of 42 U.S.C. § 6903 and "petroleum" as defined in paragraph (8) of 42 U.S.C. § 6991. The term "superfund" as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered, and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank" as used herein shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. § 6991.

(d) Inspections/Inspection Contingency. At all reasonable times during the Inspection Period described herein, the Buyer and Buyer's agents shall be entitled to access to the Property following reasonable notice to the Seller in order to conduct various tests and inspections, including physical inspections (including without limitation, additional soil tests and environmental site assessments) and to undertake such other due diligence as the Buyer shall deem appropriate. Except as otherwise provided herein, any and all inspections, tests, audits and other investigations performed by the Buyer or its agents and representatives shall be at Buyer's sole cost and expense. The Buyer shall leave the Property in the same condition as it was before the Buyer's inspection of the Property. In the event that Buyer, in its sole discretion, concludes that its inspection of the Property has revealed unsatisfactory conditions, Buyer shall notify Seller on or before thirty (30) calendar days from the execution date ("Inspection Deadline") and thereupon this Contract shall

terminate, the Earnest Money Deposit shall be promptly returned to Buyer, and both parties shall be released from all further obligation hereunder. If Buyer does not give such notice to Seller within the time stated, the inspection contingency stated in this Paragraph (9) shall be deemed satisfied and removed, and Buyer shall be deemed to have elected to waive any inspection not performed by the above date and discharges any claims based on whatever such might have revealed.

(e) Documents Provided by Seller. Within ten (10) business days after execution of this Contract, Seller shall deliver to Buyer the following documents in Seller's possession or control, if any;

(i) All agreements, studies, warranties and contracts relating to the ownership and use of the Property, including leases with any adjoining tenants;

(ii) All information reasonably available to the Seller relating to the operation and maintenance of the Property;

(iii) All notices or reports regarding the Property, including notices and reports that have been received from governmental authorities;

(iv) Copies of all actions, suits, or proceedings pending or threatened before any court, tribunal, governmental department, commission, board, bureau, agency, or instrumentality that would affect the Property, the right or ability of any owner to convey the Property, or the right or ability of Seller to comply with all the terms of this Agreement; and

(v) All construction and site plans.

(f) Phase I Environmental Inspection by Buyer. Buyer, at Buyer's expense, may obtain a Phase I Environmental Report (the "Phase I"), prepared by an environmental consultant acceptable to Buyer. Buyer shall notify the Seller of any objections to the Phase I or matters reflected therein in writing within ten (10) days prior to the expiration of the Inspection Deadline. Any objections not timely made are deemed waived. The Seller shall, within ten (10) days of receipt of the Buyer's objections, notify the Buyer in writing of the objections which the Seller intends to cure. Failure of the Seller to respond to all or any of the Buyer's objections within the ten (10) day period shall be deemed a refusal to cure those objections. The Buyer shall then either choose to close without a reduction to the Purchase Price, waiving any of the uncured objections, or to terminate this Contract. All objections that the Seller consents to cure shall be cured as a condition precedent to Closing. In the event the Buyer does not timely receive the Phase I through no fault of the Buyer, then the Buyer's Inspection Deadline, as it relates to the Phase I, shall be extended by the same number of days as the number of days the Phase I is received late.

10. Seller's Representations. In addition to its representations and warranties elsewhere in this Contract, Seller represents and warrants to Buyer that as of the date of its execution of this Contract and on the date of Closing all of the following statements are and will be true:

(a) Casualty or Condemnation. To the best of Seller's knowledge and belief there are no pending or threatened condemnation proceedings, assessments, or litigation of any kind affecting the Property or any part thereof. In the event that, prior to the

Closing, a condemnation proceeding, assessment, or legal action affecting the Property, or any part thereof shall be commenced, levied, or threatened, this Contract may be terminated at the option of the Buyer upon notice to Seller, whereupon the Earnest Money Deposit shall be returned to the Buyer and all parties shall be released herefrom. Should Buyer elect or be obligated to carry out this Contract despite damage or taking, Buyer shall be entitled to all of the insurance or condemnation proceeds resulting from any damage or taking.

(b) Defects. There is no condition known to Seller existing with respect to the Property or its use, or any part thereof, which violates any law, rule, regulation, ordinance, covenant, restriction, code, order, decree, or ruling of the City of Albuquerque or other governmental entity, or any agency or court.

(c) Authority. Seller is the sole owner of the Property, is duly authorized and empowered to execute and deliver this Contract, and the execution and delivery hereof will not cause or constitute any breach of or default under any law, contract, or other agreement.

11. Default/Remedies. If any payment or any other condition hereof is not made, tendered or performed by either Seller or Buyer as required, then this Contract may be terminated at the option of the party who is not in default.

(a) Buyer's Remedies. In the event that Seller defaults on its obligations under this Contract, Buyer may either (i) terminate this Contract by written notice to the Seller and the Title Company or, (ii) enforce specific performance.

(b) Seller's Remedies. In the event Buyer defaults on its obligations under this Agreement or materially breaches any of Buyer's representations or warranties hereunder, Seller may, as Seller's exclusive remedy for such default or breach, terminate this Agreement by written notice delivered to Buyer.

12. Brokers. The parties represent and warrant to each other that they have dealt directly with each other and that neither has engaged any brokers or agents in connection with the transaction which is the subject of this Agreement. If any broker claims a commission or finder's fee in connection with the transaction, then the party engaging such broker or agent shall assume and pay any liability for such commission or finder's fee, and shall hold the other party harmless from any liability therefor.

13. Disclaimers. Buyer acknowledges that it is acquiring the property based on Buyer's own review and inspection. Buyer is acquiring the property "AS IS" and with "ALL FAULTS". Seller makes no representation, warranty, inducement, promise or assurance regarding the properties, except as otherwise stated in this Contract.

14. Applicable Law. This Contract is made in and shall be construed and interpreted in accordance with the law of the State of New Mexico.

15. Mediation. If any dispute arising out of the construction of the provisions of

this Contract or relating to the reasonableness of the conduct of the parties cannot be settled by direct discussions, the parties agree to endeavor first to settle any such dispute in an amicable manner by mediation. The cost of the mediation shall be shared equally by the parties to the mediation. Each party shall bear its own attorney's fees incurred in such mediation.

16. Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be given and delivered when deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the party intended at the address stated above, or to such other address as may hereafter be furnished in writing.

17. Consent to the Electronic Transmission of Documents and to the Use of Electronic Signatures. The parties consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.

18. Complete Agreement. This Contract expresses the entire agreement of Seller and Buyer. There are no other understandings, oral or written, which in any manner alter or enlarge its terms. This Contract supersedes any and all agreements between the parties hereto regarding the Property which are prior in time to this Contract. Seller and Buyer agree to execute such additional documents as may be reasonable and necessary to carry out the provisions of this Contract.

19. Survival. All representations, warranties, indemnities, and covenants made herein shall survive the termination of this Contract prior to Closing or, alternatively, the Closing of this Contract and the conveyance of title hereunder, as the case may be, and shall remain enforceable after either of such events.

20. Time. Time is of the essence of this Contract.

21. Severability. All of the provisions of this Contract are hereby declared to be severable and a finding by any court of competent jurisdiction that any provision of this Contract is void, unlawful or unenforceable shall not affect the validity or enforceability of any other provision of this Contract.

22. Cooperation. The Buyer and the Seller covenant and agree that they will execute and deliver, whether on or after Closing, all documents which may be reasonably required to carry out the terms of this Contract and transaction anticipated hereby.

23. Counterparts. This Contract may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same instrument.

24. Assignment. The Buyer shall be entitled to assign its rights and obligations under this Contract with the written consent of the Seller.

25. Modification. This Contract may not be amended or modified except by an agreement in writing executed by each of the parties hereto.

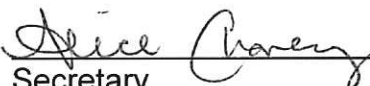
26. Governing Law. This Contract and the various instruments executed and delivered pursuant hereto shall be governed by the laws of the State of New Mexico.

27. Headings. The heading of the sections and subsections hereof are for purposes of convenience only and shall in no way affect the construction of any of the terms, covenants or conditions hereof.

IN WITNESS WHEREOF, Buyer and Seller have signed this Contract as of the date first above set forth.

BUYER:

HORIZON ACADEMY WEST
A New Mexico charter school


Secretary

By: 
Chair, Governing Council

SELLERS:


MESHACH ALVARADO 3-6-18



ALMA ALVARADO 3-6-18

EXHIBIT A
PROPERTY DESCRIPTION

Land and Improvements:

Tract 5A2-AI-3 of the Plat of Tracts 5A2-AI-1, 5A2-AI-2, 5A2-AI-3, 5A2-AI-4, and 5A2-AI-5, VOLCANO BUSINESS PARK PHASE II, City of Albuquerque, Bernalillo County, New Mexico, as said tract is so shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on April 3, 1998, in Plat Book 98C, page 89, containing .5100 acres, more or less;

and

Vacant Land:

Tract 5A2-AI-2, VOLCANO BUSINESS PARK PHASE II, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on plat filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1998 in Plat Book 98C, page 89, containing 1.26 acres, more or less.

State of New Mexico
Public School Facilities Authority



Robert A. Gorrell, Director
Rocky Kearney, Deputy Director

Santa Fe Office
410 Don Gaspar
Santa Fe, NM 87501
(505) 988-5989
(505) 988-5933

Albuquerque Field Office
1312 Basehart Road, SE
Suite 200
Albuquerque, NM 87106
(505) 843-6272
(505) 843-9681 (Fax)

Website: www.nmpsfa.org

April 15, 2016
Diana Cordova, Business Manager Horizon Academy West
3021 Todos Santos
Albuquerque, New Mexico

RE: Assessment of a facility located at 3040 Painted Rock

Ms. Cordova,

On March 25, 2016 the Public Schools Facility Authority (PSFA) received correspondence from you requesting an assessment of a facility located at 3040 Painted Rock NW, Suite A, Albuquerque, New Mexico for the purpose of determining the wNMCI and E Occupancy.

An assessment of this facility was conducted on April 4, 2016. A wNMCI score was generated for this facility as a result of this assessment. The result of this assessment is a wNMCI score of 3.88% which is better than the statewide average for all schools, which is 18.98%. A lower score is better than a higher score. This score was generated in conjunction with your current facility at 3021 Todos Santos, as the assessed facility will be an addition to your campus.

Prior to occupancy you must provide PSFA with a Certificate of Educational Occupancy (E) issued by City of Albuquerque that indicates the E occupancy classification for this facility as required for schools serving children through the 12th grade.

If you move forward with the lease purchase of this additional facility, please contact the Public Education Department and provide them with this information as they are the Agency that approves the lease to purchase agreement.

If you have any questions regarding this letter, please feel free to contact me. I can be reached at (505)468-0274.

A handwritten signature in black ink that reads "Martica Casias".

Martica Casias
Planning & Design Manager
Public Schools Facilities Authority

Cc; Norma Ahlskog, Financial Specialist