

PERMISSION AND USE AGREEMENT

DRAFT

DATE: April 17th, 2023

PROJECT OWNER: Montezuma Partners, LLC.

600 Gurley Street, Suite C

Prescott, Arizona. 86301

Contact: Don Allison

Phone: 602-550-1133

Email: don@tridentazre.com

SCHOOL PROPERTY: Northpoint Expeditionary Learning Academy

551 First Street

Prescott, Arizona. 86301

Contact: Sharon Felker, Business Manager

Phone: 928-717-3272 (Ext. 142)

In accordance with the Montezuma Heights project approved plan and permit w/ COP (City of Prescott): ENG-2204-002 the owner's contractor, sub-contractors, agents and representatives will be constructing the Montezuma Heights project for a period of approximately 18 to 24 months. As such, the Project Owner has requested from the School Property use of their back parking lot for material storage, processing, and staging. Use does not allow personal vehicles to be parked on the school lot, workers shall not be allowed to eat, smoke or hang out on school property at any time. The School has granted approval of this use to Montezuma Partners, LLC per the following terms and conditions:

1. As consideration for granting the Project Owner access and use of the back parking lot area, Montezuma Partners, LLC will provide to the School an "emergency pedestrian access easement (walking path – approximately 5 ft wide)" across the Project Owners property. Once the exact access route is determined a legal description, and easement will be prepared for approval. Generally, however, the access will begin near the south east corner of the back parking lot, and extend east approximately 150 feet along our property line and

into our project paved area. This easement shall remain in effect until such time as the school property is re-zoned, sold, developed, or used for purposes other than a school.

2. Access to and use of the school property shall be allowed for a period not to exceed 18 months. The authorization for use shall commence on _____ and terminate on _____.

3. It is agreed that the eastern half of the back parking lot that abuts the Montezuma Heights property will be available for use and that the entire back parking lot area may be used from June 1 to July 31st, 2023. The Project Owner agrees the area being used shall be fenced and screened at all times, and access will only be allowed from the Montezuma Heights property. No access will be permitted from First Street, through the School property. All costs associated with fencing and restoring the use area shall be the sole responsibility of the Project Owner. The existing fence surrounding the parking lot will be maintained by the Project Owner during the use term and any section that is temporarily removed for the purpose of installing a gate to the Montezuma Heights Property, will be reinstalled at the time the use of the school property is no longer needed or upon the termination of the use agreement whichever is first to occur. In addition, upon termination of the use agreement, the Project Owner shall immediately remove any material or equipment and shall insure all existing fencing surrounding the school parking lot area. Project Owner will ensure that Northpoints parking lot will be restored at a minimum of the same condition as it is on the date of this agreement. And, if the lot today is surfaced with 3" of compacted ABC gravel, it will be restored so there is 3' of compacted ABC gravel. The Project Owner will be sure that the parking is in good repair and that the lot surface area is cleaned, graded and restored to the condition satisfactory to Northpoint Expeditionary Learning Academy.

4. The Project Owner shall adhere to all City Regulations, and laws in the use of the School Property and shall not use the property for any use, other than what is allowed under this use agreement.

5. Prior to any use of the school property, the Owner shall add the school as an additional insured party under the projects liability policy and a Certificate of Insurance shall be provided to the school representative. In addition, the Project Owner shall indemnify the school from any liability resulting from use of the school property. The Project Owner further agrees that all materials or equipment on site shall be insured against loss or damage.

6. In the event, during the use period the school has a concern or issue with the Project Owners use of the school property, the Project Owner will be accessible via phone, text or email to discuss any matters or concerns. In the event the Project Owner violates any of the terms or conditions of this agreement, the School can terminate this agreement, by providing to the Project a notice of termination which will result in the Project Owner having 60 days to vacate the property. However, It is agreed the School will first notify the Project Owner of any concerns that could lead to the termination of the agreement, and the Project Owner shall have the opportunity to respond and resolve the matter of concern.

MONTEZUMA PARTNERS, LLC

Date

NORTHPOINT LEARNING ACADEMY

Date