

BOUNDARY COUNTY CONDITIONAL USE PERMIT APPLICATION

P.O. Box 419, Bonners Ferry, Idaho 83805
Phone: (208) 267-7212

FILE #:

24-0007

APPLICATION REQUEST:

The applicant is requesting a conditional use permit to allow: The operation of a school, the provision of housing for staff, and the offering of educational programs and activities.

Use is conditionally allowed at Section(s) of Boundary County Land Use Ordinance: 15.4.13; 15.5; 15.9.5.2; 15.3.12.; 15.5.4.; 15.9.5.2.; 15.4.12.; 15.4.10.;

APPLICANT INFORMATION:

Applicant/Landowner: Boulder Creek Idaho Property LLC

Mailing Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Site Address: 378 Emerson Ln

Subdivision:

Phone: [REDACTED]

Email: [REDACTED]

REPRESENTATIVE INFORMATION:

Representative's name: Adam Ware

Company name: Boulder Creek Idaho Property LLC

Mailing Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

ADDITIONAL APPLICANT/REPRESENTATIVE INFORMATION:

Name/Relationship to project: Jacob Francom, Principal, North Idaho Classical Academy

Mailing Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

TO BE COMPLETED BY COUNTY:

Zone District: Ag/Forestry	Overlay Zones: <input type="checkbox"/> Airport <input type="checkbox"/> Flood	<input checked="" type="checkbox"/> Wetland <input type="checkbox"/> None	<input type="checkbox"/> Bonners Ferry ACI <input type="checkbox"/> Moyie Springs ACI	RECEIVED By Tessa Vogel at 8:20 am, Oct 19, 2023 Receipt #: 31945
Floodplain: Zone X	Panel #: 1602070600B	Development Permit #: n/a		

**RP61N02E051660A
IRONS FAMILY TRUST**

8100A
NURSERY, INC

06

VOYAGEUR

128
VOYAGEUR LN
22 VOYAGEUR LN
106
170
83 EMERSON LN
VOYAGEUR LN
VOYAGEUR LN
147
77 EMERSON LN
EMERSON LN

7200A
NURSERY, INC

COAL CREEK

RP61N02E055562A

RP61N02E054900A

RP61N02E055000A

05

EMERSON

364 EMERSON LN

RP61N02E054801A

378
EMERSON LN

61N 2E

65 MARES LOOP
69 MARES LOOP

117 MARES
LOOP

MARES
DENALI

60 MARES LOOP

RP61N02E055220A

402 DENALI LN
394 DENALI LN
392 DENALI LN
388 DENALI LN
372 DENALI LN

RP61N02E057801A

RP61N02E
HEUMAYER

1045502A
L.S. LONE

**RP61N02E059000A
MERRIFIELD, LON**

PARCEL INFORMATION:

Parcel #'s: 6 parcels, see previous page for parcel #s		Parcel acreage: 119.5	
Current Zoning: AG/Forestry		Current Use: School	
Comprehensive plan designation: School			
What zoning districts border the project site?			
North: AG/Forestry		East: AG/Forestry	
South: AG/Forestry		West: Rural Residential	
What are the current adjacent land uses?			
North: AG/Forestry		South: AG/Forestry	
East: AG/Forestry		West: AG/Forestry	
Within Area of City Impact? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, which city?	

Please describe in detail all applicable uses/plans for subject property, including:

Setbacks:	Front: See attachment.	Side 1:	Side 2:	Rear:
Size of buildings:				
Type of unit:		# of units:		
Machinery to be located on site? <input type="checkbox"/> Yes <input type="checkbox"/> No		Storage area on site? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Expected start date:		Expected completion date:		
Expected # of employees daily:		Expected # of customers/visitors daily:		
Days and hours of operation:		Traffic (vehicles per day):		
Advertising sign, size, location:		Lighting plans:		
Water: <input type="checkbox"/> Well <input type="checkbox"/> _____ Water Assn.		Sewer: <input type="checkbox"/> Bonners Ferry <input type="checkbox"/> Septic <input type="checkbox"/> Community		
Proposed access and whether public or private:				

NARRATIVE STATEMENT: Use separate sheet if necessary.

How does the proposed conditional use permit application meet at a minimum the following standards of Section 7.7 of Boundary County Land Use Code 9B18LOV2?

Confirm the application and site plan are sufficient to demonstrate the full scope of the proposed use.

Confirm the proposed use conforms with the applicable standards of the ordinance.

1. How is the use to be designed and operated so as to minimize adverse impacts on surrounding properties and uses?

See attached.

2. How do the impacts of the proposed use compare with the impacts of the existing uses within the zone?

See attached.

3. How will applicant address concerns related to water and sewer services, traffic and access, electricity, fire protection, County Road & Bridge and other reviewing agencies?

See attached.

4. What is the potential benefit to the community offered by the proposed use?

See attached.

5. How will concerns raised by the public be adequately addressed? (If no concerns have been raised at time of application, the landowner should address this section at the public hearing.)

See attached.

6. Will the proposed use constitute a public nuisance, impose undue adverse impacts to established surrounding land uses or infringe on the property rights of surrounding property owners? What mitigations could be offered to reduce potential impacts?

See attached.

7. Does the proposed use place an unfair burden on Boundary County taxpayers with costs not offset by the potential benefits of the proposed use?

See attached.

SITE SKETCH – Applicant may attach separate site plan. Plan shall include property boundaries, adjoining streets, parking areas, accesses, existing and proposed structures and dimensions, setbacks from all structures to property lines, proposed signs, lighting locations, outdoor storage, and other pertinent details to allow a thorough understanding of the project.



REQUIRED:**APPLICATION CHECKLIST:**

COPY OF DEED:	<input checked="" type="checkbox"/> Attached	ACCESS & EASEMENT INFO:	<input checked="" type="checkbox"/> Attached
WATER WILL SERVE LETTER:	<input type="checkbox"/> Attached	SEWER WILL SERVE LETTER:	<input type="checkbox"/> Attached
SITE PLAN:	<input checked="" type="checkbox"/> Attached	APPLICATION FEE:	<input checked="" type="checkbox"/> Included

Submit with application fee to:
Boundary County Planning & Zoning
P.O. Box 419
Bonners Ferry, ID 83805

I hereby certify that all the information, statements, attachments, and exhibits submitted herewith are true to the best of my knowledge. I further grant permission to Boundary County employees and representatives, elected or appointed officials to enter upon the subject land to make examinations, post the property or review the premises relative to the processing of this application.

Landowner's signature:  Date: 10/5/2023

Landowner's signature: _____ Date: _____

Appendix

TABLE OF CONTENTS

Appendix A: Background Information	6
Appendix B: Conditional Use Permit Overview	7
Appendix C: Parcel Information	10
Appendix D: Narrative Statement	13
Appendix E: Site Plans	19
Appendix F: Building Information.....	23
Appendix G: Deed of Trust.....	30
Appendix H: Purchase Sale Agreement.....	41

APPENDIX A: BACKGROUND INFORMATION:

North Idaho Classical Academy LLC (NICA) is a tuition-free, open enrollment, public charter school and plans to open for the 2025-2026 school year. NICA will serve students from Boundary and Bonners Counties in the northern part of Idaho including, but not limited to Bonners Ferry, Moyie Springs, Naples, Samuels, and Ponderay. NICA plans to open as a K-6 school in August 2025 and will add an additional grade each year, growing to serve up to 390 students (30 per grade) in grades K-12 by the 2032/2033 school year.

NICA is an American classical school and a Hillsdale K-12 Candidate Member School. American classical education is a variant of classical education that blends an intensive focus on the development of literacy and numeracy in the early years with a rigorous liberal arts and science curriculum that students grow into as they advance in grade level. The American aspect of the model refers to elements that distinguish it from other types of classical education, including a comprehensive American civics program that students participate in throughout their K-12 education and an emphasis on character development, informed by the Western philosophical tradition. NICA's curriculum is provided through its partnership with the Office of K-12 Education at Hillsdale College. In addition to curricular resources, Hillsdale K-12 also provides leadership and instructional training to administrators and faculty at member schools.

The mission of NICA is to *train the minds and improve the hearts of students through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility*. NICA will be governed by the board of American Classical Schools of Idaho (ACSI). ACSI is a 501c-3 non-profit organization and accompanying foundation (for philanthropic purposes). ACSI will also function as a School Support Office (SSO). This SSO operates exclusively for benefit of NICA, Idaho Novus Classical Academy (INCA), and Treasure Valley Classical Academy (TVCA), to create economies of scale for services such as business management, food service, transportation, and instructional support.

Boulder Creek Idaho Property LLC, referenced throughout this document as Boulder Creek Ranch (BCR), intends to continue to use the existing and proposed structures on the upper campus as a retreat center including educational and recreational opportunities for visitors with both long- and short-term housing for guests and staff. BCR also intends to continue the food service, recreation, outdoor, agricultural, and homesteading opportunities for those who visit and live on site. Additionally, BCR intends to partner with agricultural, recreational, and educational groups hosting events for residents, guests, and the local community.

APPENDIX B: CONDITIONAL USE PERMIT OVERVIEW:

The Conditional Use Permit (CUP) application covers the entire 120-acre Boulder Creek Ranch property. The proposed usage of this expansive area includes plans for the upper and lower campuses:

- **Upper Campus (See Appendix E, Sheet 4 Site Plan--East)**
 - The upper campus will primarily serve as a retreat center with short term, long term, and staff housing, hosting educational, recreational, training and event activities.
 - Minor upgrades and interior changes to existing facilities on the upper campus are planned to accommodate the housing, educational, recreational and training activities (see Appendix F).
 - Housing in the existing buildings may be provided primarily in the following buildings:
 - Camelot
 - Walden
 - Mirkwood
 - The Cabin
 - NW White Pine
 - SE White Pine
 - Thoreau's Cabin
 - RV sites
 - Mares Lodge
 - Lolo Lodge
 - Denali
 - Proposed cabins
 - Expansion of the trail system, camping areas, and cabins is anticipated in the future.
 - It is anticipated that additional structures and equipment will be added for harnessing solar and alternative energy sources.

- **Lower Campus (NICA Campus) (See Appendix E, Sheet 2 & 3--West)**
 - The lower campus will be designated for NICA operations and encompasses approximately 13.4 acres of land set aside exclusively for NICA's use.
 - Renovations involving minor changes to existing facilities on the lower campus will be undertaken to meet NICA's educational requirements (See Appendix F).
 - As part of the development plan, two older buildings will be demolished to make way for the construction of a new structure, the John Hancock Building (See Appendix F).
 - Constitution Drive, the primary access, is proposed to undergo slight widening to ensure smooth traffic flow and access to the lower campus. We are asking for a variance for any additional encroachment that may occur as a result of the proposed widening.
 - The existing buildings along the roadway necessitate this encroachment. The following outlines the approximate distances from the roadway to the buildings:
 - Thomas Paine, 5 feet.
 - James Madison, 5.75 feet.
 - Benjamin Franklin, 6.75 feet.
 - Alexander Hamilton, 12.25 feet.
 - John Jay Gym, 25 feet (proposed new building).
 - Various school-related amenities will be incorporated into the landscape design, enhancing the campus environment. These amenities include a playground, an amphitheater, walkways, and other features to support the school's educational activities and create a conducive learning environment.
 - John Jay Gym (proposed): This facility, measuring approximately 150 feet by 100 feet, will serve as a versatile space for a range of school activities. It will be dedicated to physical education classes, team practices, and team contests. The gymnasium will have seating capacity for approximately 250 spectators.

- Samuel Adams Amphitheater: With dimensions of approximately 50 feet by 40 feet, the Samuel Adams Amphitheater is designed to provide a setting for outdoor school activities.
- Richard Henry Lee: With dimensions of approximately 50 feet by 40 feet, the Samuel Adams Amphitheater is designed to provide a setting for school presentations and gatherings.
- Additional structures and equipment may be added for harnessing solar and alternative energy sources.

APPENDIX C: PARCEL INFORMATION:

Please describe in detail all applicable uses/plans for subject property, including:

- **Setbacks:** See attached site plan in Appendix E.
- **Size of buildings:** See attached General Building Information Sheet in Appendix F.
- **Machinery to be located on site?**
 - The machinery located on the site includes basic equipment necessary for the day-to-day operations of the facilities and housing. This equipment may consist of, but is not limited to:
 - Snowplow equipment for winter maintenance to ensure the safety of students and staff.
 - Lawn mowing equipment for routine landscaping and maintenance of outdoor areas.
 - In addition to operational machinery, there are sections of the property used for agriculture purposes. The farm equipment typically found on the property may include, but is not limited to:
 - Tractors
 - Plows
 - Harvesters
 - Irrigation equipment
 - Other agricultural machinery as needed for the upkeep of agricultural areas.
 - Wood processing and shop equipment
 - It is important to note that all machinery is used in accordance with relevant safety regulations and operational standards. We are committed to minimizing any potential noise, emissions, or other impacts on the surrounding area.
- **Current # of units:** 28 total existing buildings
- **Storage area on site?**

- There will be storage areas on the site to support the basic operations for the proposed activities, maintenance, and operations.
 - The storage areas will be used to store educational materials, supplies, equipment, recreational equipment, firewood, and other resources necessary for the day-to-day functioning of the facilities. These storage areas are essential to ensure smooth operations.
 - Existing and future storage facilities will be provided for facilities, housing, and operations. These storage areas will be used by residents to store personal belongings and household items to maintain a tidy appearance.
 - Machinery and equipment as stated above will be stored in designated storage facilities that are designed to protect the equipment from weather-related damage and ensure it is readily accessible when needed. These storage areas will be properly maintained and organized to minimize any visual or safety concerns for the surrounding area.
- **Expected start dates:** Other than public outreach efforts in support of school opening, NICA intends to open the campus for full use August 2025. BCR expects to ramp up to full capacity into summer of 2025.
 - **Expected completion date:** Ongoing
 - **Expected number of employees daily:** 60 employees
 - **Expected # of customers/visitors daily:** The school is projected to have a total of 390 students and 46 employees once it reaches full capacity at grades K-12. Transportation for most of the students will be facilitated through the operation of three buses, which will be responsible for bringing students to school. Some parents may opt to transport their children individually. It is expected that the majority of students will utilize the school buses as their primary mode of transportation to and from the school. BCR will have 4-12 full-time equivalent staff depending on the season and demand. Collectively, it is anticipated that the traffic will closely resemble those of the property's previous use, with a shift towards less staff-related traffic and an increase in parent and community traffic. This projection is based on the expectation that the majority of students will utilize school buses, resulting in reduced staff-related traffic, while an uptick in parent and community traffic.

- **Days and hours of operation:** The school will operate from Monday to Friday, commencing at approximately 7 a.m. and concluding at approximately 4 p.m. The academic year will typically run from August to June. BCR intends to be open 7 days a week with possible seasonal closings.
- **Traffic (vehicles per day):** See statement above, "Expected # of customers/visitors daily."
- **Advertising sign, size, location:** A 10'x8' sign for NICA will be erected at the front of the property at the intersection of Cow Creek Road and Constitution Drive. BCR intends to enlarge the existing signage at the Cow Creek access to 8'x10'.
- **Lighting plans:** NICA intends to utilize the existing lighting and add well-placed lighting along walkways, entrances, and parking lots to ensure safety for students, staff, and visitors if needed. BCR intends to maintain the existing lighting.
- **Water:** Boulder Creek Water Association
- **Sewer:** Septic
- **Proposed access and whether public or private:** NICA will primarily use the existing private access via Constitution Way for all school-related activities, with an emergency exit through the school's parking lot onto Emerson Way.

The existing private Emerson Way will continue to be the primary access for BCR with emergency access through Constitutional Way.

APPENDIX D: NARRATIVE STATEMENT

How does the proposed conditional use permit application meet at a minimum the following standards of Section 7.7 of Boundary County Land Use Code 9B18LOV2?

The proposed Conditional Use Permit (CUP) application meets the following standards of Section 7.7 of Boundary County Land Use Code 9B18LOV2:

Demonstrating the Full Scope of the Proposed Use: The applicant has confirmed that the application and site plan provide sufficient information to demonstrate the full scope of the proposed use. This indicates that the CUP application has been thoroughly prepared and includes all necessary details, ensuring that the reviewing authorities have a comprehensive understanding of the project.

Conformance with Applicable Standards: The applicant has also confirmed that the proposed use conforms with the applicable standards outlined in the ordinance. This demonstrates that the CUP application aligns with the zoning regulations and land use requirements stipulated in the county's Land Use Code. It implies that the project has been designed in accordance with the established guidelines, zoning restrictions, and other relevant criteria.

1. *How is the use to be designed and operated so as to minimize adverse impacts on surrounding properties and uses?*
 - a. The use is being designed and operated in a way that minimizes adverse impacts on surrounding properties and uses through the following means:
 - i. **Historical Continuity:** The property has a history of serving as a school with housing components, which provides a sense of historical continuity with its surroundings. While the type of school and housing accommodations is changing, the fact that it has consistently been used for similar purposes helps mitigate concerns of abrupt changes in land use.
 - ii. **Hours of Operation:** The new public charter school campus will have reduced hours of operation compared to its previous use as an at-risk boarding school. This reduction in hours can lead to decreased traffic, noise, and activity during non-school hours, thus minimizing disruptions to the surrounding community.

- iii. **Local Educational Focus:** The shift in the new school's mission to focus on educating students in the local area aligns the school's purpose more closely with the needs and interests of the surrounding community. This can foster a sense of integration and cooperation with local residents.
- iv. **Community Engagement:** The school will engage with the local community to address concerns and gather feedback, ensuring that its operation is considerate of the surrounding properties and uses. This will include open dialogue with neighbors, participation in community events, and collaborating with local organizations.
- v. **Improved and Upkeep of Facilities.** The facilities will undergo a process of remodeling to ensure they are well-maintained and adapted to the new educational mission. This remodeling includes necessary updates and improvements to enhance the functionality and aesthetics of the school. Furthermore, the grounds will be diligently maintained and improved upon to create an inviting and aesthetically pleasing environment for students, guests, residents, and the local community. This commitment to facility improvement and landscape maintenance demonstrates a dedication to preserving and enhancing the overall appeal of the property, which can contribute to minimizing adverse impacts on surrounding properties and uses.

2. *How do the impacts of the proposed use compare with the impacts of the existing uses within the zone?*

- a. The property's longstanding role as an educational institution maintains a sense of historical connection with the surrounding area. Although the forthcoming school will differ significantly, shifting from a nationwide at-risk youth facility to a classical charter school with a mission to serve local families centered on "training the minds and improving the hearts of students through a classical, content-rich curriculum," it underscores a deliberate transition that aims to align with local values and community ideals.

3. *How will applicant address concerns related to water and sewer services, traffic and access, electricity, fire protection, County Road & Bridge and other reviewing agencies?*
- a. BCR and NICA are actively addressing essential services and regulatory compliance through collaborative efforts with relevant agencies. Specifically:
 - i. **Water and Sewer Services:** The BCR and NICA are working in coordination with the Department of Environmental Quality (DEQ) to verify sufficient water capacity and ensure compliance with all relevant codes. Additionally, we are collaborating with the Panhandle Health District and contractors to confirm adequate sewer capacity and the proper functioning of sewer systems.
 - ii. **Traffic and Access:** The school is engaging with the County Road & Bridge department to ensure that access points are suitable and meet regulatory standards. This proactive approach helps ensure safe and efficient traffic flow to and from the school.
 - iii. **Mechanical, Electricity, and Plumbing:** NICA is having a commercial inspector evaluate the facilities to determine any issues so these can be remedied before the school is in operation and to ensure all regulations are being followed.
 - iv. **Fire Protection:** The Site has extensive existing fire protection infrastructure including fire hydrants and sprinkler systems that have been maintained and inspected by the previous operator. Continued collaboration with the Panhandle Fire Department and the Idaho Deputy Fire Marshal demonstrates a commitment to adhering to fire codes and ensuring the safety of the school facilities.
 - b. These proactive interactions with regulatory agencies and review bodies illustrate the applicant's dedication to addressing concerns related to essential services, safety, and compliance with local regulations. Such cooperation helps ensure that the school's operations and facilities meet the necessary standards and contribute positively to the community.
4. What is the potential benefit to the community offered by the proposed use?

- a. **Local Educational Focus:** The shift in the school's mission to focus on educating students in the local area aligns the school's purpose more closely with the needs and interests of the surrounding community. This can foster a sense of integration and cooperation with local residents.
 - b. **Community Engagement:** The school can engage with the local community to address concerns and gather feedback, ensuring that its operation is considerate of the surrounding properties and uses. This can include open dialogue with neighbors, participation in community events, and collaborating with local organizations.
 - c. The existing facilities, housing, and accommodations in the BCR area that previously were not available to the public would provide more options to the local community including housing and events such as weddings and family reunions.
5. *How will concerns raised by the public be adequately addressed? (If no concerns have been raised at time of application, the landowner should address this section at the public hearing.)*
- a. Although no concerns have been raised at the time of the application, NICA has taken proactive steps to engage with and inform the community about its presence at this location. These efforts include disseminating information through newsletters, local events, social media platforms, and news articles. This transparent and informative approach ensures that the community is well aware of the school's plans and provides channels for the public to raise any potential concerns or questions. Additionally, maintaining open lines of communication with the community and actively seeking feedback will further facilitate the adequate addressing of any future concerns that may arise.
6. *Will the proposed use constitute a public nuisance, impose undue adverse impacts to established surrounding land uses or infringe on the property rights of surrounding property owners? What mitigations could be offered to reduce potential impacts?*
- a. The proposed uses are not expected to constitute a public nuisance or impose undue adverse impacts on neighboring properties. Several factors support this assessment:

- i. **Historical School Operation:** The property has a long history of serving as a school, which indicates a continuity of land use in the area. The transition to a new school type, in this case, is not anticipated to create a public nuisance as the property has traditionally been used for educational purposes.
 - ii. **Reduced Operational Intensity:** The new school's operational characteristics, such as the absence of student overnight stays, limited evening activities, and reduced summer activities, suggest a decrease in potential disturbances compared to the previous school. This reduced operational intensity aligns with the surrounding land uses and is less likely to infringe on the property rights of neighboring property owners.
- b. To further reduce potential impacts and address any concerns that may arise, the school can consider the following mitigations:
 - i. Maintain regular communication with neighboring property owners to address any specific issues or concerns that may arise during operation.
 - ii. Continue the proactive community engagement efforts, including newsletters, social media, and news articles, to keep the community informed about the school's activities and to provide channels for feedback and concern resolution.

7. *Does the proposed use place an unfair burden on Boundary County taxpayers with costs not offset by the potential benefits of the proposed use?*

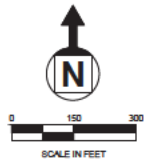
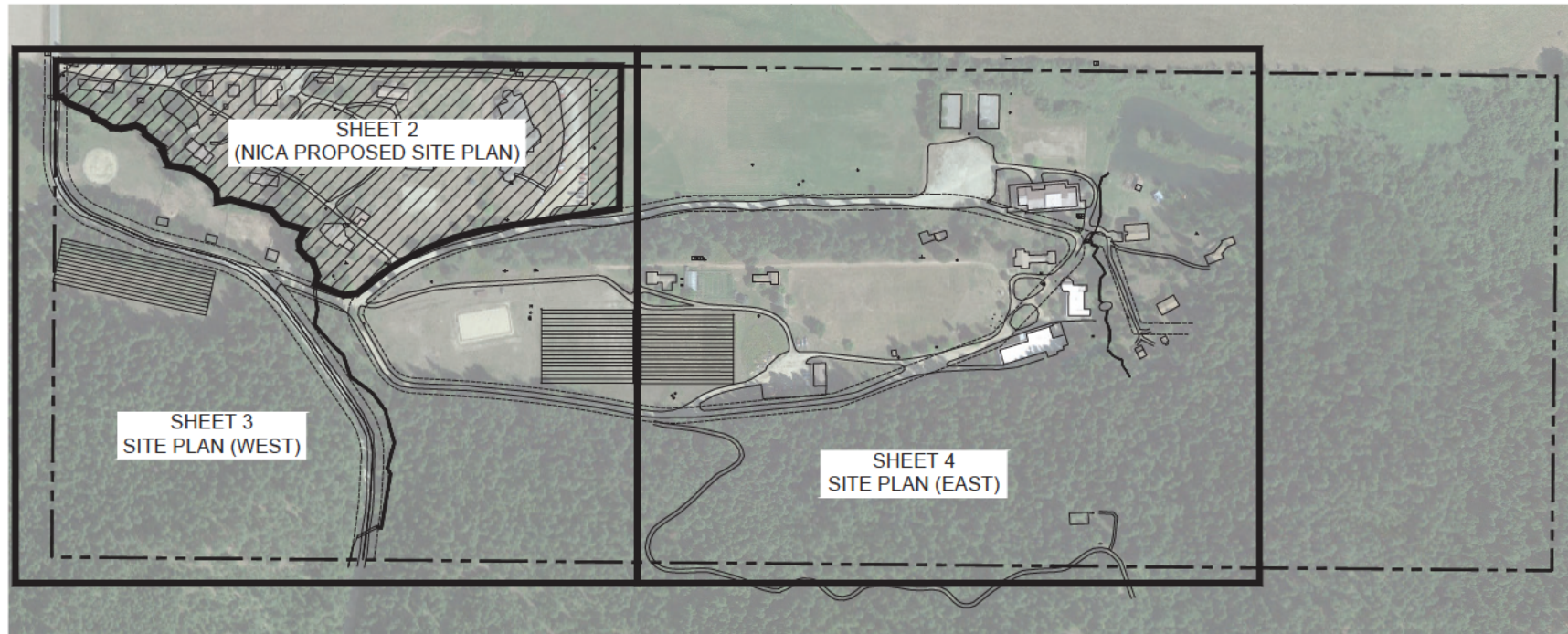
- a. The proposed use of the school is a benefit to Boundary County taxpayers because it provides a free educational choice to local area families without imposing local bond requirements or additional tax collection.
 - i. **Enrollment and Home School Students:** The current intent-to-enroll list of 470 students, with a large percentage of home school families, suggests that the school will have a diverse student population with a significant number of students who do not currently attend traditional public schools.
 - ii. **Community Interest:** The strong community interest in the NICA, as evidenced by the intent-to-enroll list and the demand

for school choice, indicates that the school's presence aligns with the desires and needs of the local population.

- iii. **Job Creation:** The combination of the school and other facilities is expected to bring more than 50 new job opportunities to the community, which can have positive economic effects and contribute to the local tax base.
 - iv. **School Choice:** Providing additional educational options, such as an American classical charter school, can enhance educational diversity and cater to families seeking alternative educational approaches. This can lead to positive educational outcomes and may reduce the burden on the public school system.
- b. Overall, the proposed use of the property is likely to have a positive impact on the community by offering educational choices and job opportunities without placing an unfair financial burden on Boundary County taxpayers.

Appendix E: Site Plans

OVERALL SITE PLAN BOULDER CREEK RANCH BOUNDARY COUNTY, IDAHO

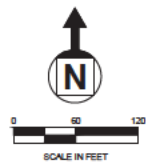
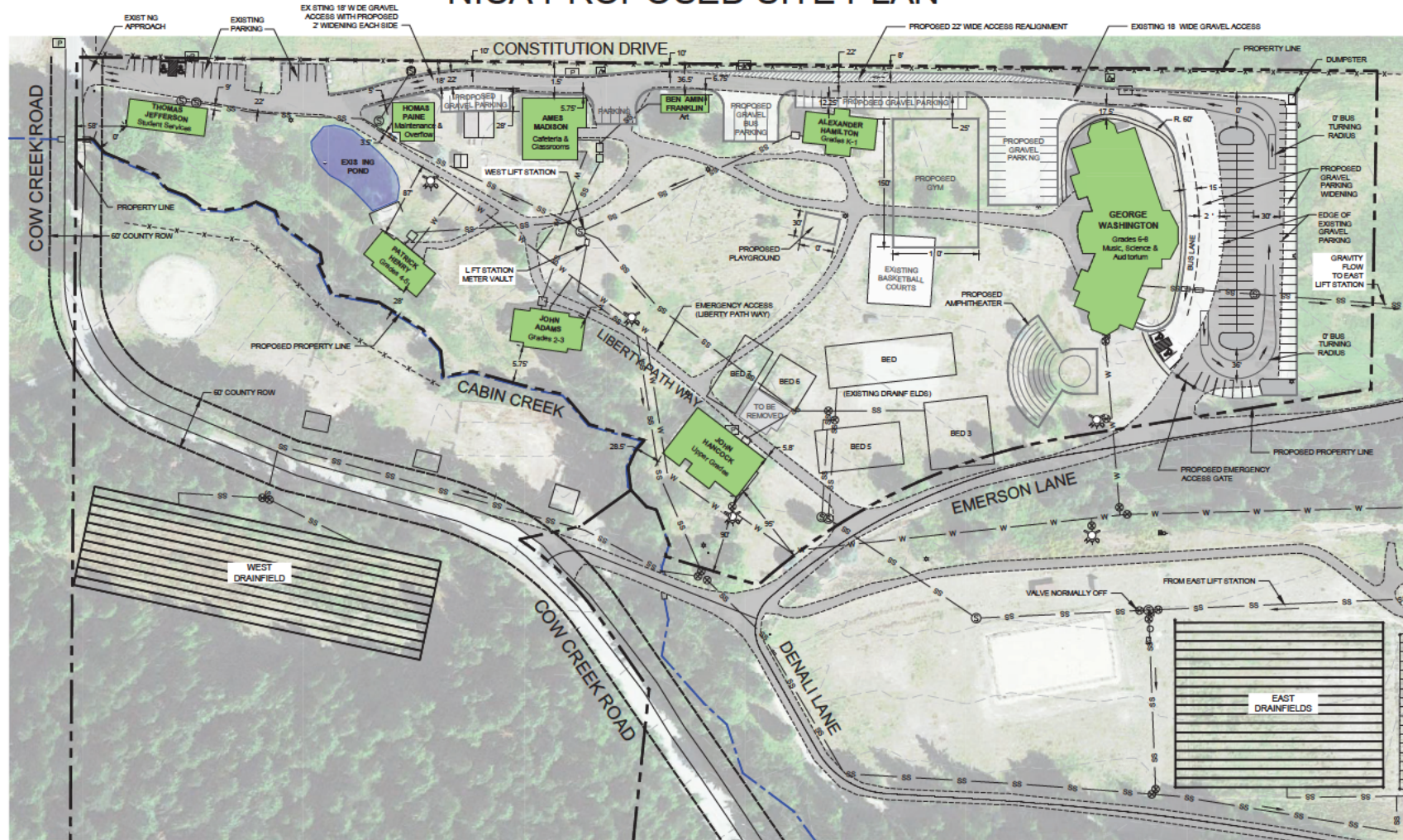


NOTE:
PROPOSED LAYOUTS AND DIMENSIONS SHOWN HAVE BEEN DEPICTED AS PER THE CLIENT'S
REQUEST AND HAVE BEEN CREATED FROM SURVEY DATA AND MAPPING BY OTHERS.
DIMENSIONS AND UTILITY LOCATIONS MUST BE VERIFIED PRIOR TO ANY SITE ACTIVITIES.



SHEET TITLE	OVERALL SITE PLAN
PROJECT	BOULDER CREEK RANCH BOUNDARY COUNTY, IDAHO
DATE	10-23
DESIGNED	AS SHOWN
DRAWN	AVB
CHECKED	08/23/23
BY	BORPROPERTY.dwg
SHEET	1 OF 4

NICA PROPOSED SITE PLAN



LEGEND

WATER PIPE	— W —	CONTOURS	— — —	FENCE	— X — X — X —
SEWER PIPE	— SS —	LIGHT POLE	⊙	PROPERTY LINE	— — — — —
FIRE HYDRANT	⊙	TRANSFORMER	⊠	CREEK	— — — — —
SEWER MANHOLE	⊙	TELEPHONE	⊠	EXISTING ACCESS	— — — — —
VALVE	⊙	GAS	⊠	PROPOSED IMPROVEMENTS	— — — — —

PARKING SPACES

PARKING SPACES REQUIRED	1 PER 3.5 SEATS
REGULAR SPACES PROVIDED	100
ADA SPACES PROVIDED	4
FUTURE SPACES	66

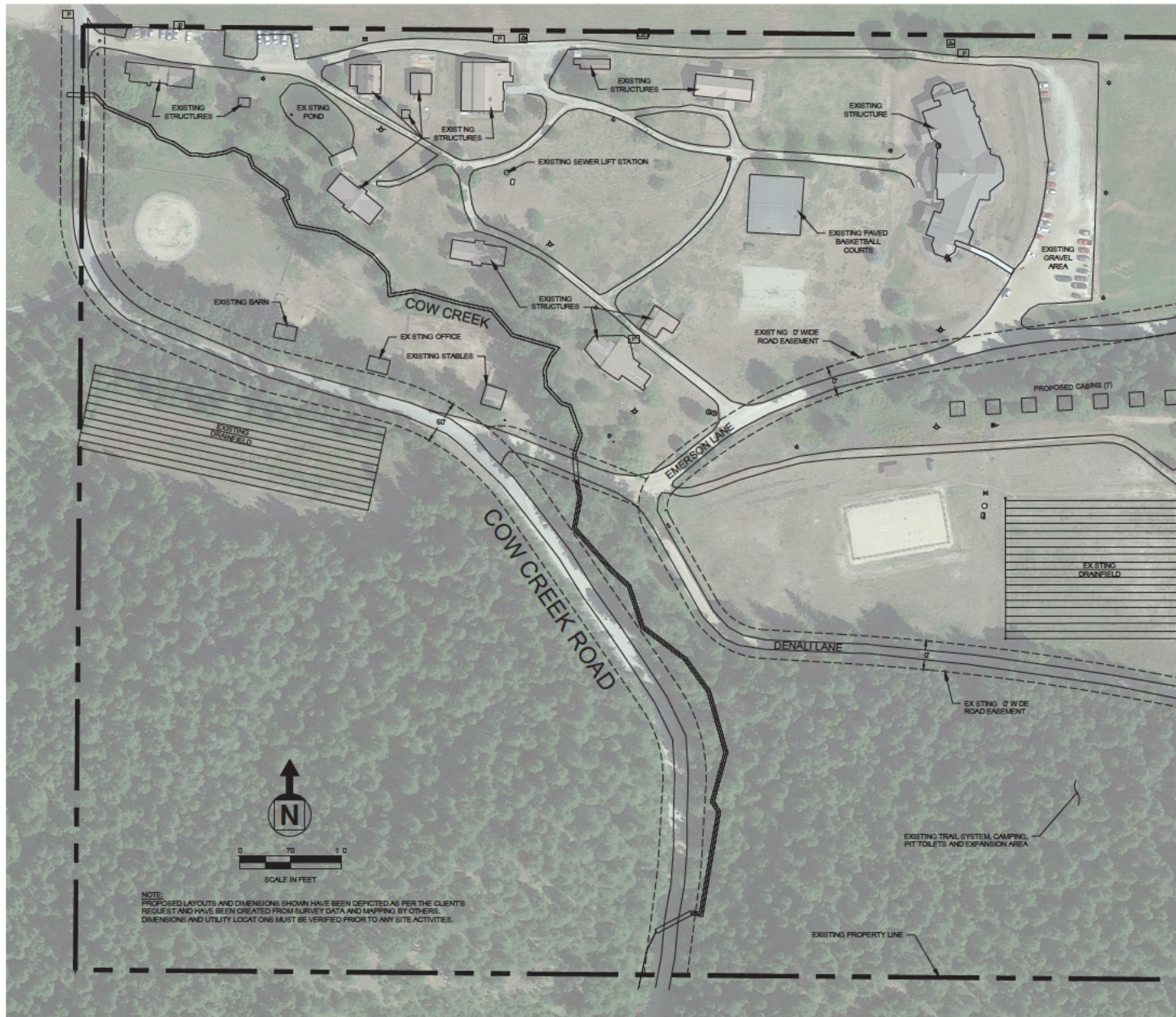
NOTE: PROPOSED LAYOUTS, NOTES AND DIMENSIONS SHOWN HAVE BEEN DEPICTED AS PER THE CLIENT'S REQUEST AND HAVE BEEN CREATED FROM SURVEY DATA, ARCHITECTURAL SKETCHES AND MAPPING BY OTHERS. DIMENSIONS AND UTILITY LOCATIONS MUST BE VERIFIED PRIOR TO ANY SITE ACTIVITIES.

VIBRICON
PROJECT ENGINEERING & DESIGN CO.
208.200.2151 WWW.VIBRICON.COM
5851 KOOTENAI TRAIL RD. BONNERS FERRY, IDAHO 83605
NICA PROPERTY

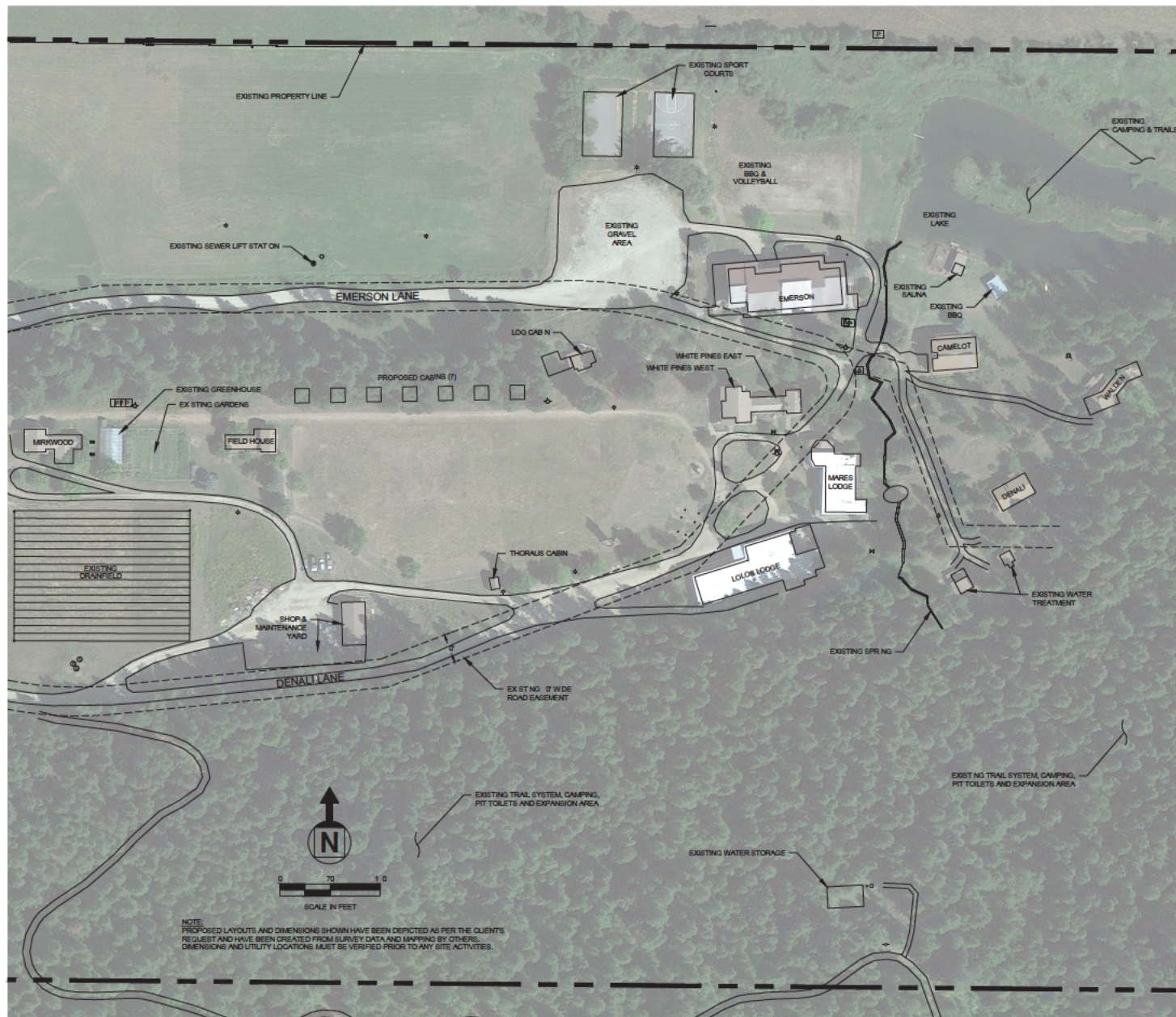
SHEET TITLE
NICA PROPOSED SITE PLAN

PROJECT:
NICA PROPERTY
NORTH IDAHO CLASSICAL ACADEMY
BOUNDARY COUNTY, IDAHO

DESIGNED: AS SHOWN
DRAWN: AHB
CHECKED: 08/23/17
DATE: 08/23/17
SHEET 2 OF 4



VIBRICON PROJECT ENGINEERING & DESIGN CO. 208.290.2151 WWW.VIBRICON.COM 5851 KOOTENAI TRAIL RD BONNERS FERRY, IDAHO 83605 <small>Not to Scale - Conceptual Project for Client's Review - 9/1/2023 - 10/1/2023</small>		NO. DATE REVISION 1. 10/1/23 2. 10/1/23 3. 10/1/23 4. 10/1/23 5. 10/1/23 6. 10/1/23 7. 10/1/23 8. 10/1/23 9. 10/1/23 10. 10/1/23 11. 10/1/23 12. 10/1/23 13. 10/1/23 14. 10/1/23 15. 10/1/23 16. 10/1/23 17. 10/1/23 18. 10/1/23 19. 10/1/23 20. 10/1/23 21. 10/1/23 22. 10/1/23 23. 10/1/23 24. 10/1/23 25. 10/1/23 26. 10/1/23 27. 10/1/23 28. 10/1/23 29. 10/1/23 30. 10/1/23 31. 10/1/23 32. 10/1/23 33. 10/1/23 34. 10/1/23 35. 10/1/23 36. 10/1/23 37. 10/1/23 38. 10/1/23 39. 10/1/23 40. 10/1/23 41. 10/1/23 42. 10/1/23 43. 10/1/23 44. 10/1/23 45. 10/1/23 46. 10/1/23 47. 10/1/23 48. 10/1/23 49. 10/1/23 50. 10/1/23 51. 10/1/23 52. 10/1/23 53. 10/1/23 54. 10/1/23 55. 10/1/23 56. 10/1/23 57. 10/1/23 58. 10/1/23 59. 10/1/23 60. 10/1/23 61. 10/1/23 62. 10/1/23 63. 10/1/23 64. 10/1/23 65. 10/1/23 66. 10/1/23 67. 10/1/23 68. 10/1/23 69. 10/1/23 70. 10/1/23 71. 10/1/23 72. 10/1/23 73. 10/1/23 74. 10/1/23 75. 10/1/23 76. 10/1/23 77. 10/1/23 78. 10/1/23 79. 10/1/23 80. 10/1/23 81. 10/1/23 82. 10/1/23 83. 10/1/23 84. 10/1/23 85. 10/1/23 86. 10/1/23 87. 10/1/23 88. 10/1/23 89. 10/1/23 90. 10/1/23 91. 10/1/23 92. 10/1/23 93. 10/1/23 94. 10/1/23 95. 10/1/23 96. 10/1/23 97. 10/1/23 98. 10/1/23 99. 10/1/23 100. 10/1/23
SHEET TITLE SITE PLAN (WEST)		PROJECT: BOULDER CREEK RANCH BOUNDARY COUNTY, IDAHO
DATE 10-1-23	DESIGNED BY AS SHOWN	DRAWN BY A-10
CHECKED BY 08/23/23	TIT BORPROPERTY.dwg	SHEET 3 OF 4



VIBRICON
PROJECT ENGINEERING & DESIGN CO.
208.290.2151 WWW.VIBRICON.COM
5851 KOOTENAI TRAIL RD BONNERS FERRY IDAHO 83405
P.O. Box 100000 • Coeur d'Alene, ID 83816-0000

SHEET TITLE
SITE PLAN (EAST)

PROJECT:
BOULDER CREEK RANCH
BOUNDARY COUNTY, IDAHO

DATE: 10-23
DRAWN: AS SHOWN
CHECKED: AHE
BY: DS2333
FILE: BORPROPERTY.dwg

SHEET 4 OF 4

Appendix F: Building Information

NORTH IDAHO CLASSICAL ACADEMY

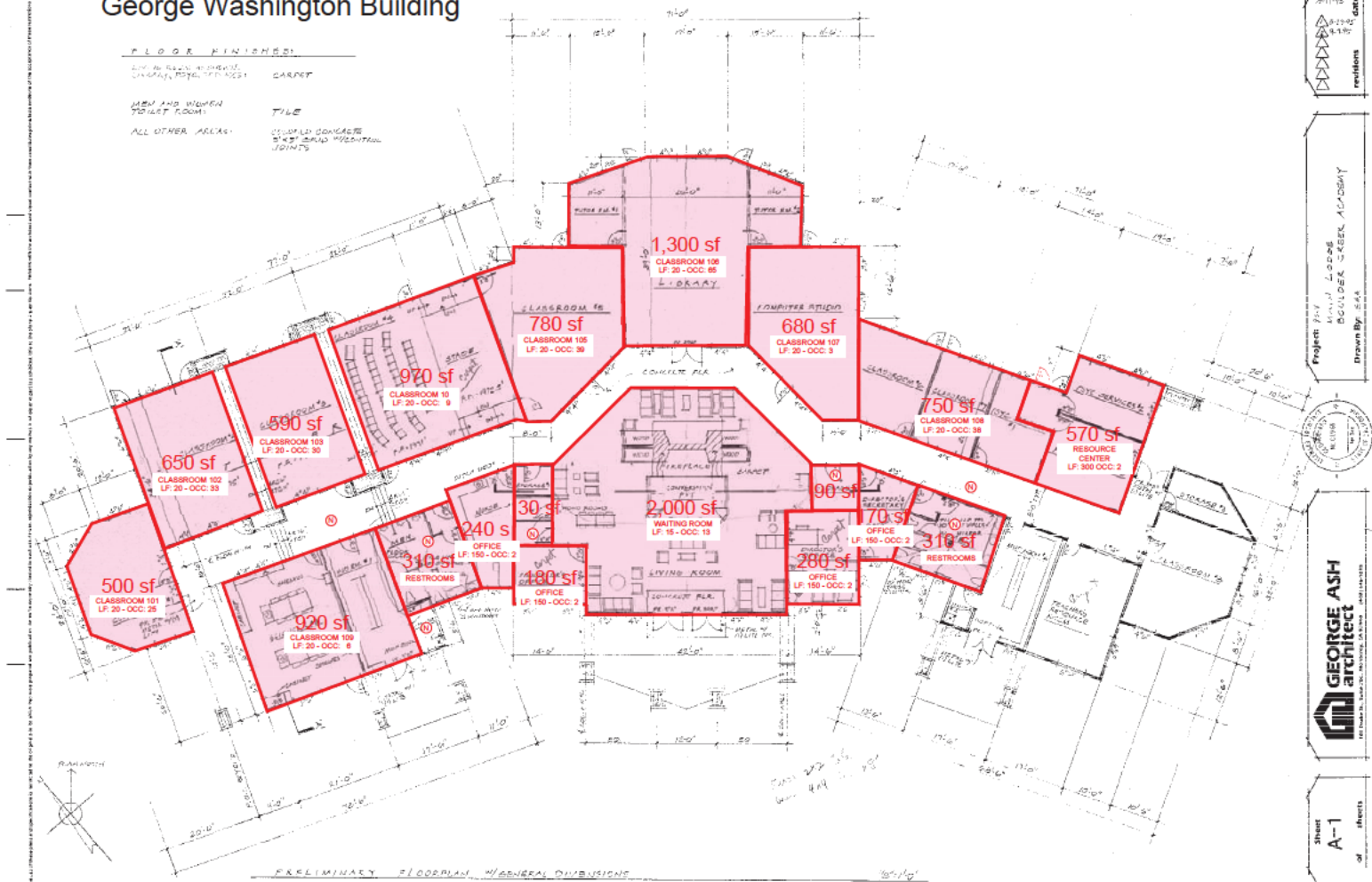
Building Information

BUILDING	<i>previous name(s)</i>	USE	ADDRESS	Construction TYPE	Construction DATE	REMODEL	SQUARE FOOTAGE
GEORGE WASHINGTON	<i>Katka, Quixote</i>	Grades 6-8, Music, Science & Auditorium	147 Emerson Ln.	Frame	1995		19220
ALEXANDER HAMILTON	<i>Burton, Thoreau</i>	Grades K-1	170 Voyageur Ln.	Frame	1996		6308
BENJAMIN FRANKLIN	<i>Art, The Pottery Studio</i>	Art	128 Voyageur Ln.	Frame	1985		896
JAMES MADISON	<i>Round Table, Boulder Commons</i>	Cafeteria & Classrooms	106 Voyageur Ln.	Frame	1990		5565
WOOD SHED	<i>The Carriage House</i>	Storage, wood processing			2009		
THOMAS PAINE	<i>The Barn</i>	Maintenance & Overflow	74 Voyageur Ln.	Frame	1910	1999	5535
THOMAS JEFFERSON	<i>The Farmhouse</i>	Student Services		Frame	1910	1997	3264
PATRICK HENRY	<i>Mary Cassatt/JFK</i>	Grades 4-5	83 Emerson Ln.	Frame	1994		2,480
JOHN ADAMS	<i>MLK, Purcell</i>	Grades 2-3	77 Emerson Ln.	Frame	1994		2,480
JOHN HANCOCK (NEW)	<i>Ansel Adams</i>	Upper Grades		Frame	2024		8400
JOHN JAY GYMNASIUM							
SAMUAL ADAMS AMPHITHEATER							
RICHARD HENRY LEE PLAYGROUND							
Total Square footage							48,330

George Washington Building

FLOOR FINISHES:

ENTRANCE RECEPTION CORRIDORS, ELEVATOR LOBBY	CARPET
MEET AND WOMEN TOILET ROOMS	TILE
ALL OTHER AREAS	GRIND AND POLISH CONCRETE JOINTS



date	revisions
8-11-15	8-11-15
8-11-15	8-11-15

Project: P-11, L-0000
Boulder Creek Academy
Drawn By: GAA



GEORGE ASH
architect
1111 Franklin St., Suite 100, Berkeley, CA 94704
(415) 841-1111

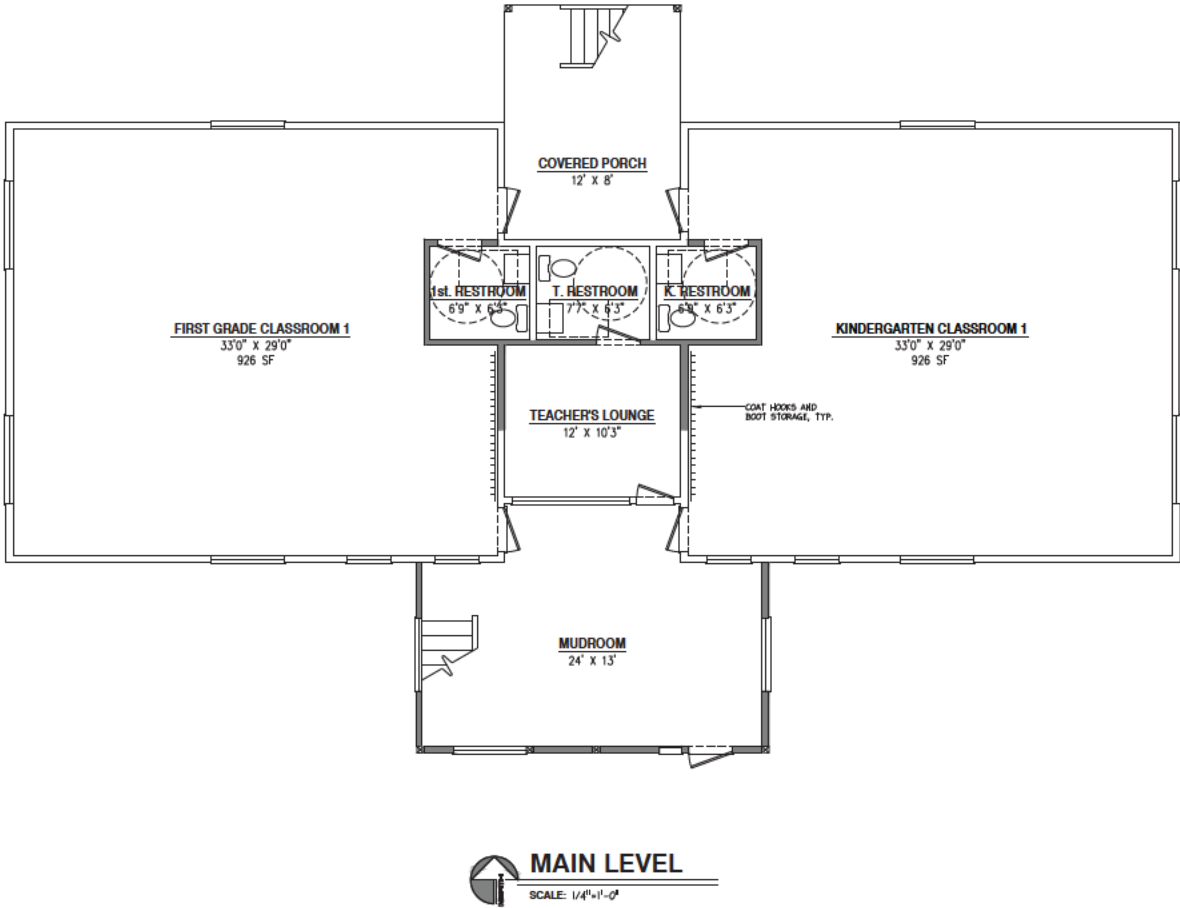
Sheet
A-1
of 1

Alexander Hamilton Building

LEGEND

NDA WOOD FRAMED WALLS

EXISTING WOOD FRAMED WALLS



PRELIMINARY:
NOT FOR CONSTRUCTION

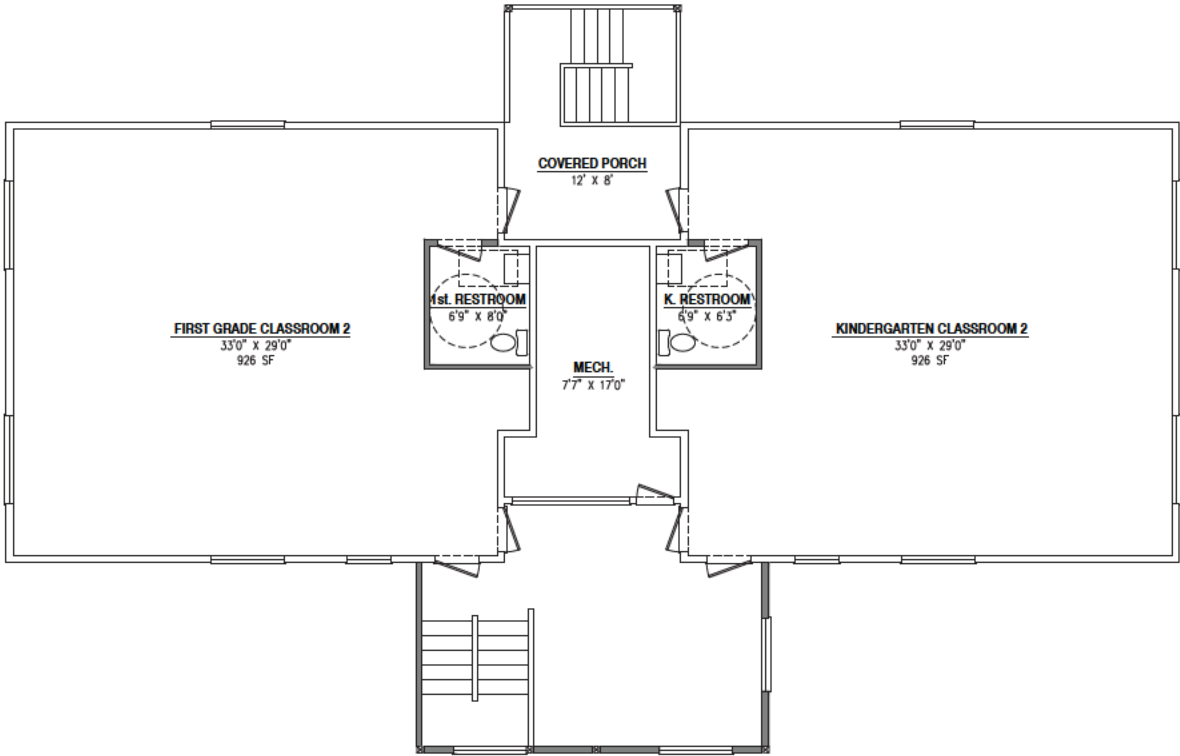
A NEW QUARTER SCHOOL FOR THE BOULDER CREEK CAMPUS FLOOR PLANS	378 EMERSON LANE BONNER'S FERRY, ID 83805	DRN BY:	REVISION	DATE
		BSR		
ENDURING DESIGN STUDIO SANDPOINT, IDAHO 83864 BRIAN@ENDURINGDESIGNSTUDIO.COM 509.540.9068	DATE: PRELIMINARY 1.1.2023			

Alexander Hamilton Building

LEGEND

NDM WOOD FRAMED WALLS

EXISTING WOOD FRAMED WALLS



UPPER LEVEL

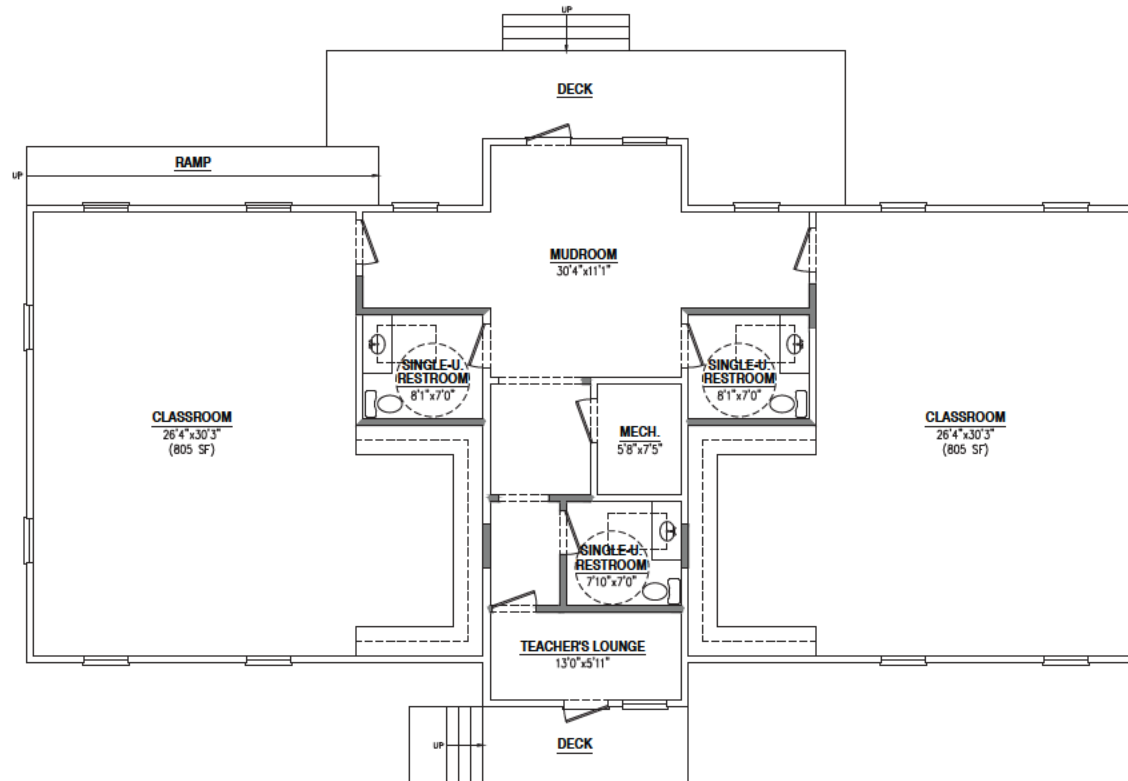
SCALE: 1/4"=1'-0"

PRELIMINARY:
NOT FOR CONSTRUCTION

A NEW QUARTER SCHOOL FOR THE BOULDER CREEK CAMPUS	378 EMERSON LANE BONNER'S FERRY, ID 83805		DRN BY: BSR	REVISION	DATE
	FLOOR PLAN		DATE: FEB. 17, 2023		
ENDING DESIGN STUDIO SANDPOINT, IDAHO 83864 BRIAN@ENDINGDESIGNSTUDIO.COM 509.540.9068		II2			

John Adams Building

LEGEND	
	NEW WOOD FRAMED WALLS
	EXISTING WOOD FRAMED WALLS



MAIN LEVEL FLOOR PLAN - OPTION 2

SCALE: 1/4" = 1'-0"

**PRELIMINARY:
NOT FOR CONSTRUCTION**

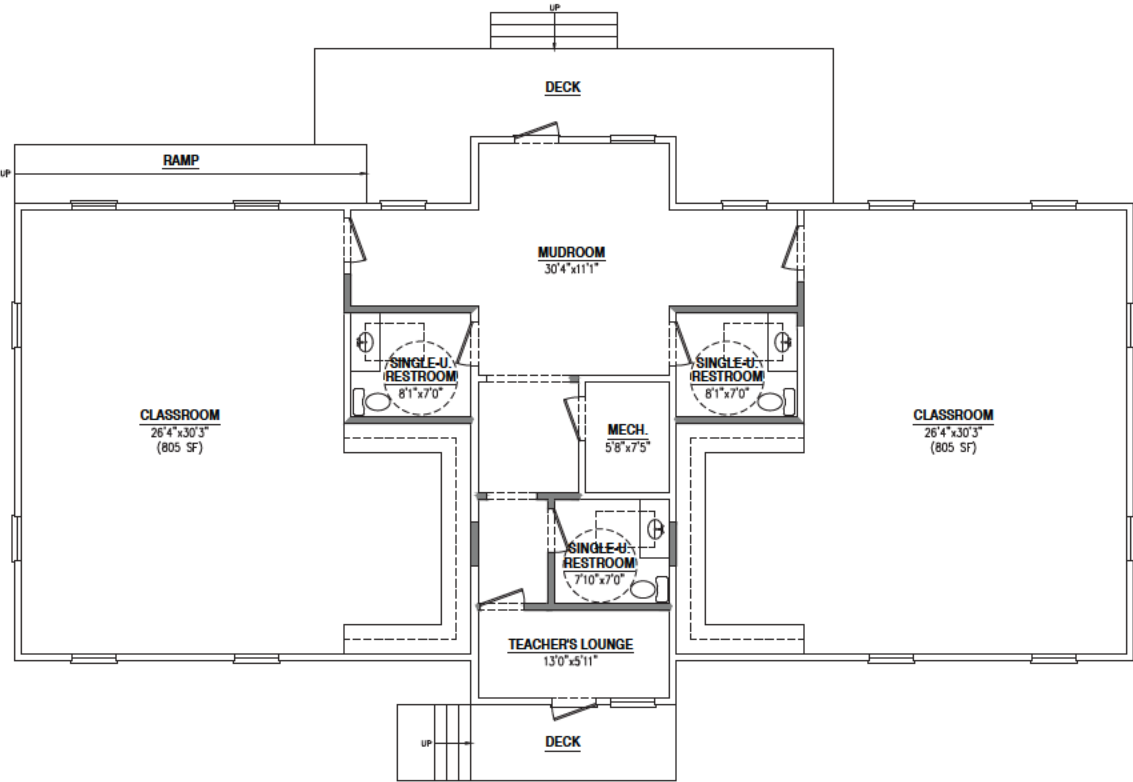
A NEW QUARTER SCHOOL FOR THE BOULDER CREEK CAMPUS	DRN. BY:	DATE:
	MLF	1.1.2023
378 EMERSON LANE BONNER'S FERRY, ID 83805	DATE:	DATE:
	PRELIMINARY	1.1.2023
ENDURING DESIGN STUDIO SANDPOINT, IDAHO 83864 BRIAN@ENDURINGDESIGNSTUDIO.COM 509.540.9068	FLOOR PLAN	
	AIII	

Patrick Henry Building

LEGEND

NEW WOOD FRAMED WALLS

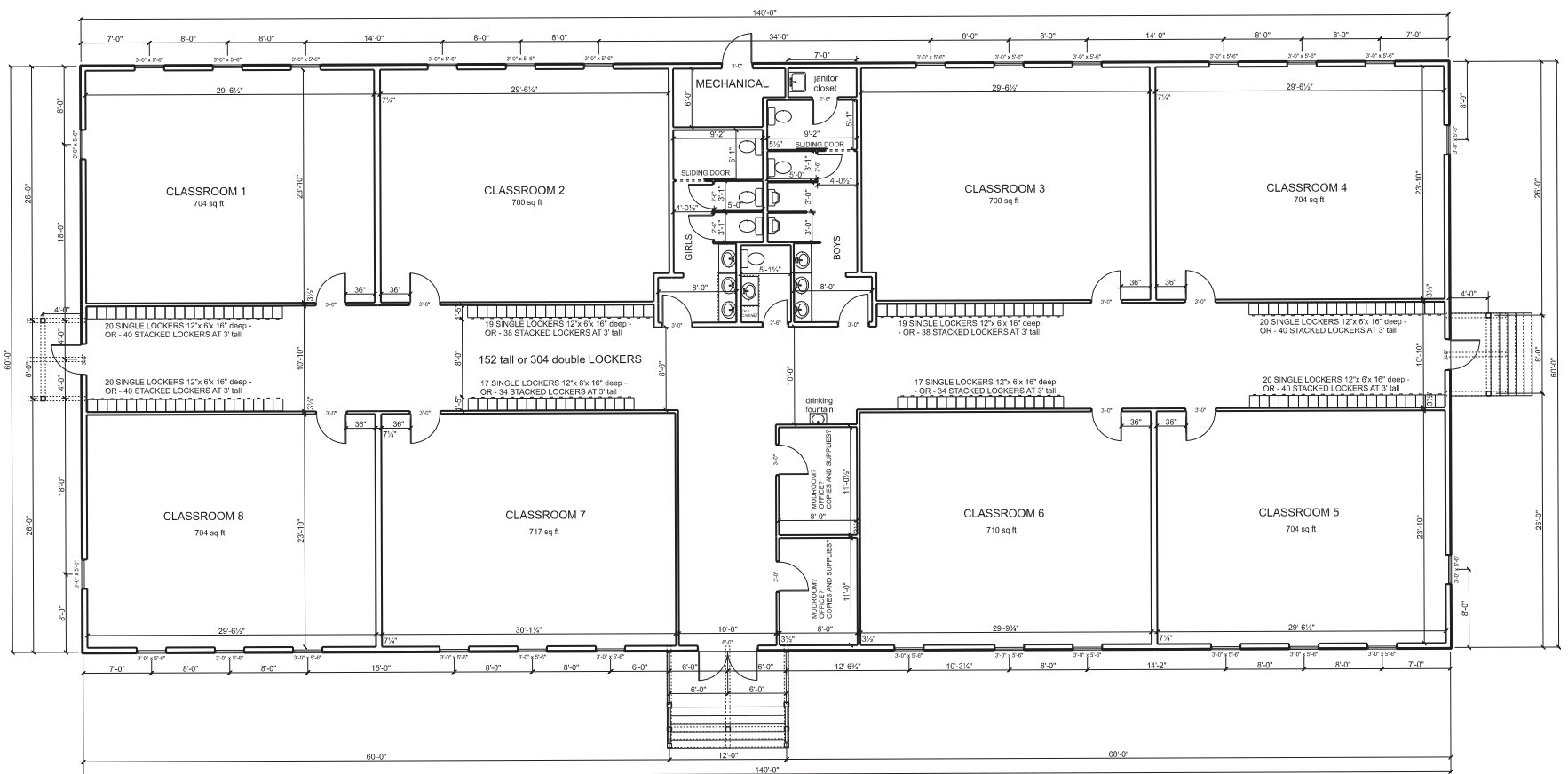
EXISTING WOOD FRAMED WALLS



 **MAIN LEVEL FLOOR PLAN - OPTION 2**
SCALE: 1/4" = 1'-0"

PRELIMINARY:
NOT FOR CONSTRUCTION

REVISION		DATE
DRN BY:	MLF	DATE:
378 EMERSON LANE BONNER'S FERRY, ID 83805		PRELIMINARY 1.1.2023
A NEW QUARTER SCHOOL FOR THE BOULDER CREEK CAMPUS		FLOOR PLAN
ENDING DESIGN STUDIO SANDPOINT, IDAHO 83864 BRIAN@ENDINGDESIGNSTUDIO.COM		509.540.9068
AIII		



JOHN HANCOCK BUILDING

8400 sq ft

9/27/23

60' x 140'
9' CEILINGS
CRAWL SPACE FOUNDATION
4.5/12 PITCH TRUSS ROOF

ROOMS OFF ENTRY HALL CAN BE MUDROOM, SMALL OFFICE, COPY ROOM/SUPPLIES - ?



Appendix G: Deed of Trust

STATE OF IDAHO }
County of Boundary }

Filed by First American Title - Kootenai
on 09/16/2022 at 02:02 PM
Glenda Poston
County Recorder *Glenda Poston*
By Deputy

DEED OF TRUST Fees \$ 45.00
(With Acceleration Clause) E-Recording
Recording Number 292553

RECORDING REQUESTED BY:

Guardian Northwest Title and Escrow *W-6810*

THIS DEED OF TRUST, Made on July 20, 2022: Boulder Creek Idaho Property LLC, a Washington limited liability company, ~~herein called GRANTOR~~ and **North Idaho Title Insurance, Inc.**, whose address is 418 N. 3rd Avenue, Unit B, Sandpoint, ID 83864, herein called TRUSTEE, and Takisaki Invest Group, LLC, herein called BENEFICIARY whose address is, 1312 South Weller Street, Seattle WA 98144.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of ~~Boulder~~ **Boulder**, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than eighty acres:
Property Description:

SEE ATTACHED EXHIBIT 'A'

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even dated herewith, executed by Grantor in the sum of \$ 1,400,000.00, FINAL PAYMENT DUE July 20, 2023 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

ACCELERATION CLAUSE: If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

NONRECOURSE OBLIGATION. This Deed of Trust is nonrecourse as to SEAS Holding, L.L.C. and SEAS Inc. shall have no personal obligation to pay the Note or to personally perform the obligations of the Grantor under this Deed of Trust. SEAS Holding, L.L.C. and/or SEAS Inc. shall have no liability to Lender for breach of any representation or covenant relating to environmental or title matters. Lender shall not have the right to sue SEAS Holding, L.L.C. on the Note or to otherwise seek or obtain a money judgment or deficiency of any kind against SEAS Holding, L.L.C. However, Lender may name SEAS Holding, L.L.C. as a defendant in any foreclosure proceeding for the purpose of foreclosing SEAS Holding, L.L.C.'s interest in the Property. Nothing contained herein shall be deemed to modify or restrict Lender's rights or remedies against guarantors or other persons or entities who may be personally obligated to pay the Note and/or to perform the obligations of the Grantor under this Deed of Trust.

CONSENT TO CONVEYANCE. It is anticipated that Grantor will convey the Property on completion of a Purchase Money Financing for the property described herein. Lender hereby consents to that conveyance on the condition that Grantor gives notice of the conveyance to Lender prior to recording the conveyance. Lender agrees that such a conveyance will not constitute an Event of Default under this Deed of Trust or the Note secured hereby.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Boulder Creek Idaho Property LLC

Gale A. Hickok
By: Gale A. Hickok, President of SEAS Inc, Managing Member

Acknowledged By:
Paul Ware
G. Paul Ware

**THIS INSTRUMENT FILED FOR RECORD
BY FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON THE TITLE**

STATE OF ~~DAHO~~ Washington)
COUNTY OF Skagit)ss.
)

On this 20th day of June, 2022, before me, a Notary Public in
and for said State, personally appeared
Gale A. Hickok and G. Paul Ware

known or identified to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me
that he/she/they executed the same.

Eleanor Romero
Notary in and for said County and State WA
Residing at: Skagit County
Commission Exp.: 6/23/2025



**THE FOLLOWING IS A COPY OF PROVISIONS 1 TO 6 INCLUSIVE OF PART A AND
PROVISIONS 1 TO 9 INCLUSIVE OF PART B**

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To Pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreements or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees. Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fee, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In the Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

**DEED OF TRUST
WITH POWER OF SALE**

GRANTOR:

TRUSTEE:

BENEFICIARY:

DATED: _____

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OR FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

_____ Idaho, _____ To **NORTH IDAHO TITLE INSURANCE, INC.** Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that

the owner(s) and holder(s) of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address _____

Telephone No. _____

Idempriv.doc

THIS INSTRUMENT FILED FOR RECORD
BY FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON THE TITLE

EXHIBIT "A"
Property Description

Closing Date: **July 20, 2022**

Buyer(s): **Boulder Creek Idaho Property LLC**

Property Address: **378 & 147 Emerson Lane, Bonners Ferry, ID 83805**

PROPERTY DESCRIPTION:

The North Half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 5, Township 61 North, Range 2 East, Boise Meridian, Boundary County, Idaho.

DEED OF TRUST
(With Acceleration Clause)

RECORDING REQUESTED BY

Guardian Northwest Title and Escrow W-6810 File 1034433

THIS DEED OF TRUST, Made on July 20, 2022: Boulder Creek Idaho Property LLC, a Washington limited liability company, ~~herein called GRANTOR~~ and North Idaho Title Insurance, Inc., whose address is 418 N. 3rd Avenue, Unit B, Sandpoint, ID 83864, herein called TRUSTEE, and Takisaki Invest Group, LLC, herein called BENEFICIARY whose address is, 1312 South Weller Street, Seattle WA 98144.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of ~~Bonner~~ Bonner, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than eighty acres:
Property Description:

SEE ATTACHED EXHIBIT 'A'

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even dated herewith, executed by Grantor in the sum of \$ 1,400,000.00, FINAL PAYMENT DUE July 20, 2023 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

ACCELERATION CLAUSE: If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily; any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

NONRECOURSE OBLIGATION. This Deed of Trust is nonrecourse as to SEAS Holding, L.L.C. and SEAS Inc. shall have no personal obligation to pay the Note or to personally perform the obligations of the Granter under this Deed of Trust. SEAS Holding, L.L.C. and/or SEAS Inc. shall have no liability to Lender for breach of any representation or covenant relating to environmental or title matters. Lender shall not have the right to sue SEAS Holding, L.L.C. on the Note or to otherwise seek or obtain a money judgment or deficiency of any kind against SEAS Holding, L.L.C. However, Lender may name SEAS Holding, L.L.C. as a defendant in any foreclosure proceeding for the purpose of foreclosing SEAS Holding, L.L.C.'s interest in the Property. Nothing contained herein shall be deemed to modify or restrict Lender's rights or remedies against guarantors or other persons or entities who may be personally obligated to pay the Note and/or to perform the obligations of the Granter under this Deed of Trust.

CONSENT TO CONVEYANCE. It is anticipated that Granter will convey the Property on completion of a Purchase Money Financing for the property described herein. Lender hereby consents to that conveyance on the condition that Granter gives notice of the conveyance to Lender prior to recording the conveyance. Lender agrees that such a conveyance will not constitute an Event of Default under this Deed of Trust or the Note secured hereby.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Boulder Creek Idaho Property LLC


By: Gale A. Hickok, President of SEAS Inc, Managing Member

Acknowledged By:

G Paul Ware

THIS INSTRUMENT FILED FOR RECORD
BY FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON THE TITLE

STATE OF IDAHO }
County of Boundary }

Filed by: North Idaho Title Company Coeur D' Alene RW
on 12/30/2022 at 09:21 AM
Glenda Poston
County Recorder CC Brown
By Deputy

Fees: \$ 15.00
E Recording
Recording Number: 293372

Ref: N-63284

DEED OF PARTIAL RECONVEYANCE

North Idaho Title Insurance, Inc., Trustee under the Deed of Trust executed by Boulder Creek Idaho Property, LLC, a Washington Limited Liability Company, Grantor, and recorded 9/16/2022, as Instrument No. 292553, of Official Records in the Office of the County Recorder of Boundary County, Idaho, having been requested in writing by the holder of the obligation secured by said Deed of Trust to reconvey a portion of the estate granted to Trustee under said Deed of Trust, does hereby reconvey unto the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by Trustee under said Deed of Trust in and to that portion of the property described as follows:

SEE ATTACHED EXHIBIT "A"

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms thereof. As provided in said Deed of Trust, this Partial Reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by said Deed of Trust.

IN WITNESS WHEREOF, said North Idaho Title Insurance, Inc., caused its corporate name and seal to be affixed by its corporate name and seal to be affixed by its President, thereunto duly authorized.

Dated: December 29, 2022

By: 
Rick Brown, President

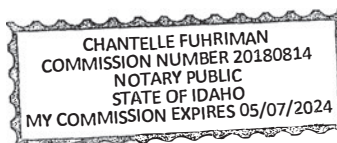
State of Idaho)
County of Boundary) ss.
)

On December 29, 2022, before me the undersigned a Notary Public in and for said State, appeared **Rick Brown** known or identified to me to be the President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.



Residing at: Post Falls, ID
Commission Expires: 5/7/2024



ID Partial Reconveyance

EXHIBIT "A" continued

Parcel name: Lot 3

A portion of the North 1/2 of the Southwest and a portion of the Southeast 1/4 of Section 5, Township 61 North, Range 2 East, B.M., Boundary County, Idaho more particularly described as follows:

Beginning at the Northwest corner of the Southwest 1/4 of Section 5; thence on the North line of the Southwest 1/4 of said Section S 89° 23' 17" E a distance of 1519.39 ft. to the True Point of Beginning; ; thence S 89° 23' 17" E a distance of 2019.26 ft.; thence S 00° 36' 43" W a distance of 540.75 ft.; thence N 89° 23' 17" W a distance of 429.42 ft.; thence N 74° 07' 36" W a distance of 663.25 ft.; thence on a curve to the left a distance of 143.13 ft. which curve's radius is 500.00 ft. through a delta angle of 16° 24' 03" the curve's radius bears S 15° 52' 24" W; thence on a tangent line S 89° 28' 21" W a distance of 654.01 ft.; thence S 79° 25' 19" W a distance of 161.19 ft.; thence N 01° 08' 04" E a distance of 392.94 ft. to the True Point of Beginning; said parcel containing an area of 863,641 ft. (19.83 Acres)

~~Situated in Bonner's County, Idaho.~~

EXHIBIT "A" continued

Parcel name: Lot 4

A portion of the North 1/2 of the Southwest and a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 61 North, Range 2 East, B.M., Boundary County, Idaho more particularly described as follows:

Beginning at the Northwest corner of the Southwest 1/4 of Section 5; thence on the West line of the Southwest 1/4 of said Section N 00°29'11" E a distance of 1313.73 ft.; thence S 89° 29' 24" E on the South line of the North 1/2 of the Southwest 1/4 of said section a distance of 1,5661.33 ft. to the True Point of Beginning; ; thence continuing on the South line of the North 1/2 of the Southwest 1/4 S 89° 29' 24" E a distance of 167.47 ft.; thence N 00° 33' 17" E a distance of 396.07 ft.; thence N 84° 22' 12" E a distance of 336.49 ft.; thence N 69° 19' 54" E a distance of 452.68 ft.; thence N 43° 38' 58" E a distance of 289.17 ft.; thence on a tangent curve to the left a distance of 102.78 ft. which curve's radius is 50.00 ft. through a Delta angle of 117° 46' 34", the curve's radius bears N 46° 21' 02" W; thence on a tangent line N 74° 07' 36" W a distance of 204.39 ft.; thence on a curve to the left a distance of 143.13 ft. which curve's radius is 500.00 ft. through a Delta angle of 16° 24' 04", the curve's radius bears S 15° 52' 24" W; thence on a tangent line S 89° 28' 21" W a distance of 654.01 ft.; thence S 79° 25' 19" W a distance of 161.19 ft.; thence S 81° 07' 22" W a distance of 348.93 ft.; thence on a curve to the left a distance of 392.19 ft., which curve's radius is 700.00 through a Delta angle of 32° 06' 03", the curve's radius bears S 08° 52' 38" E; thence on a tangent line S 49° 01' 19" W a distance of 7.94 ft.; thence on a curve to the left a distance of 68.52 ft. which curve's radius is 50.00 ft. through a Delta angle of 78° 30' 55", the curve's radius bears S 40° 58' 41" E; thence on a tangent line S 29° 29' 36" E a distance of 133.42 ft.; thence on a curve to the left a distance of 99.64 ft. which curve's radius is 100.00 ft., through a Delta angle of 57° 05' 29", the curve's radius bears N 60° 30' 24" E; thence on a tangent line S 86° 35' 05" E a distance of 108.21 ft.; thence on a curve to the right a distance of 436.25 ft., which curve's radius is 3,400.00, through a Delta angle of 7° 21' 05", the curve's radius bears S 03° 24' 55" W; thence on a tangent line S 79° 13' 59" E a distance of 74.45 ft.; thence S 00° 38' 59" W a distance of 393.10 ft. to the True Point of Beginning; said parcel containing an area of 867,179 ft. (19.91 Acres)

Situated in Bonner's County, Idaho.

EXHIBIT "A" continued

Parcel name: Lot 5

A portion of the North 1/2 of the Southwest and a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 61 North, Range 2 East, B.M., Boundary County, Idaho more particularly described as follows:

Beginning at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 5; thence on the South line of the Northeast 1/4 of the Southwest 1/4 of said Section N 89° 29' 24" W a distance of 911.46 ft.; thence N 00° 33' 17" E a distance of 396.07 ft.; thence N 84° 22' 12" E a distance of 336.49 ft.; thence N 69° 19' 54" E a distance of 452.68 ft.; thence N 43° 38' 58" E a distance of 289.17 ft.; thence on a curve to the left a distance of 102.78 ft., which curve's radius is 50.00, through a delta angle of 117° 46' 34", the curve's radius bears N 46° 21' 02" W; thence S 74° 07' 36" E a distance of 119.89 ft.; thence S 19° 21' 43" E a distance of 247.21 ft.; thence S 89° 27' 58" E a distance of 137.48 ft.; thence S 35° 57' 37" E a distance of 777.24 ft. to the South line of the North 1/2 of the Southeast 1/4 of said section; thence on the South line of the North 1/2 of the Southeast 1/4 N 89° 27' 58" W a distance of 819.12 ft. to the True Point of Beginning; said parcel containing an area of 866,398 ft. (19.89 Acres)

~~Situated in Bonner's County, Idaho~~

EXHIBIT "A" continued

Parcel name: Lot 6

A portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 61 North, Range 2 East, B.M., Boundary County, Idaho more particularly described as follows:


Beginning at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 5", the True Point of Beginning; thence on the North line of the Southeast 1/4 of said Section N 89° 23' 17" W a distance of 429.42 ft.; thence S 00° 36' 43" W a distance of 540.75 ft. ; thence N 89° 23' 17" W a distance of 429.42 ft.; thence N 74° 07' 36" W a distance of 338.97 ft.; thence S 19° 21' 43" E a distance of 247.21 ft.; thence S 89° 27' 58" E a distance of 137.48 ft.; thence S 35° 57' 37" E a distance of 777.24 ft. to the South line of the North 1/2 of the Southeast 1/4 of said Section; thence on the South line of the North 1/2 of the Southeast 1/4 S 89° 27' 58" E a distance of 500.13 ft. to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said section; Thence on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section N 00° 38' 33" E a distance of 1307.21 ft. to the True Point of Beginning; said parcel containing an area of 863,046 ft. (19.81 Acres)


~~Situated in Bonner's County, Idaho~~

Appendix H: Purchase Sale Agreement

Purchase and Sale Agreement September 11, 2023

1. Pursuant to this Purchase and Sale Agreement (this "Purchase Agreement"), American Classical Schools of Idaho, Inc., hereinafter called ("Buyer") agrees to purchase and Boulder Creek Idaho Property, hereinafter called ("Seller") agrees to sell the following described real estate (hereinafter referred to as the "Property"). The Buyer and the Seller are referred to herein individually as a "Party" and collectively as "Parties."
2. **PROPERTY ADDRESS AND LEGAL DESCRIPTION.** Parcel Number (Lot 12) located at 147 Emerson Lane, Bonners Ferry, Idaho 83619, Boundary County, State of Idaho, consisting of 13.4± acres of land, and legally described as set forth in the attached Exhibit A. Buyer and Seller authorize the Escrow Agent (as such term is defined in Section 5) to make corrections to the legal description at their request. The failure to have a full or complete legal description shall not render this Purchase Agreement void. The Parties agree that this transaction may close based on a metes and bounds legal description and that the land division and lot line adjustment may be required and recorded post-closing (the net result is intended to be Exhibit A for both recording and for encumbering for financing purposes).
3. **NO AGENT OR BROKER.** The Parties agree and acknowledge that no agents or responsible brokers have been engaged by either Party in connection with the transaction contemplated herein.
4. **EARNEST MONEY.**
 - (i) Upon mutual execution of this Purchase Agreement, Buyer shall deposit Twenty-Five Thousand Dollars (\$25,000.00) in the form of cash (the "Earnest Money Deposit") as earnest money with TitleOne, Attention: Jen Stevens, Phone: (208) 263-2222 Email: jstevens@titleonecorp.com (the "Title Company" and/or "Escrow Agent" as applicable). The Earnest Money Deposit is refundable and the Earnest Money Deposit and the accumulated interest thereon shall be applied against the Purchase Price (as defined herein) at closing.
 - (ii) Earnest Money Deposit shall be held in trust in accordance with the terms and conditions of this Purchase Agreement.
5. **PRICE/TERMS.** Total Purchase Price (the "Purchase Price") is three and one-half million 00/100 Dollars (\$3,500,000.00). Buyer must close on or before June 30, 2024.
 - (i) \$25,000.00 Earnest Money Deposit
 - (ii) \$3,475,000.00 Balance of the purchase price to be paid in Cash at Closing.
 - (iii) Charitable Contribution Amount. The amount of the charitable contribution shall be calculated by reducing the Appraised Fair Market Value by the


Buyer Initials


Seller Initials


Cash Amount ("Charitable Contribution"). Buyer and Seller agree that a recent comparable market analysis valued the Property at \$8,339,360. Buyer provides no assurances as to the Charitable Contribution deduction as that matter is between Internal Revenue Service and Seller. Buyer is recognized as a 501c-3 public charitable corporation by the Internal Revenue Service. Buyer agrees, at no cost to Buyer, to reasonably cooperate with Seller and provide information and execute documents required by state or federal agencies in relation to Seller's Charitable Contribution of the Appraised Value of the Property exceeding the Cash Amount.


6. INCLUDED ITEMS. All easement rights, mineral rights, other appurtenances, water and water rights appurtenant to or used on the Property including, but not limited to, any right Seller may have to receive natural flow and/or stored water delivered through any ditch, canal or water company's facilities, or under entitlements held by a third party for use on the Property, and all shares, certificates, and other documents evidencing such water rights. This is subject to mutual agreement on water right allocation.

Other items specifically included in this sale: **None.**

Items specifically excluded from this sale: **None. Seller agrees to remove all personal property prior to closing. Any personal property remaining post-closing will become the possession of Buyer.**

7. SATISFACTION DATE. The date upon which all conditions and contingencies must either be satisfied or waived shall be January 5, 2024, (the "Satisfaction Date"), unless a later date is agreed upon by both parties. The Earnest Money Deposit shall become non-refundable after the Satisfaction Date; provided, however, that if such date is not a business day, the Satisfaction Date shall be the next business day immediately following such date.
8. BUYER CONDITIONS: The closing of this transaction is contingent upon satisfaction or waiver by Buyer of the following conditions:
- A. Inspection: Upon mutual execution of this Purchase Agreement Buyer shall be given full opportunity to inspect and investigate and to accept to Buyer's satisfaction, each and every aspect of the Property independently or through agent(s) of Buyer.
 - B. Charter Approval: The Parties acknowledge that Buyer is undergoing a process of charter approval to build and open a charter school on the Property. This Agreement is expressly conditioned upon the Buyer's ability to achieve charter approval from its authorizer.
 - C. Conditional Use Permit Approval: The Parties acknowledge that the Buyer needs to obtain a Conditional Use Permit in order to operate a school. The Buyer will begin the application as soon as this purchase and sales agreement is signed. This agreement is expressly conditioned upon the Buyer's ability to obtain the Conditional Use Permit. The Parties further acknowledge that additional permitting (such as a conditional use permit) may be required for the project as a whole (for both Buyer and Seller), and the Parties agree to mutually work together in order to obtain any necessary permitting.


Buyer Initials


Seller Initials


D. Financing: This agreement is contingent upon Buyer obtaining financing and closing no later than June 30, 2024.


E. Buyer and Seller agree to mutually work together in order to obtain the following:

- i. Idaho Department of Environmental Quality (DEQ) certification of the water system for K-12 school use.
- ii. Panhandle Health District certification of the sewer system for K-12 school use.

If any of the foregoing conditions remain unsatisfied and unwaived by Buyer on the Satisfaction Date this Purchase Agreement may terminate, provided Buyer has given written notice of such unsatisfied and unwaived conditions to Seller by the Satisfaction Date, and the Earnest Money Deposit shall be returned to Buyer. Failure of Buyer to give written notice to Seller of unsatisfied conditions by the Satisfaction Date shall be deemed to be a waiver by Buyer of all such conditions.

9. **ADDITIONAL DOCUMENTS.** The following additional documents shall be completed prior to the Satisfaction date, unless a later date is agreed to in writing by both parties.
 - A. Buyer and Seller agree to enter into a cross access easement to provide for emergency ingress and egress access.
 - B. Buyer and Seller agree to enter into an owner's association agreement, which will provide for certain rights and responsibilities including, but not limited to, landscape maintenance, private road maintenance, allocation of water and sewer capacity, etc.
 - C. Buyer and Seller acknowledge the need to address carrying cost incurred through closing and agree to work together to resolve this in concert.
10. **RIGHT OF FIRST REFUSAL.** In the event Buyer ceases operation of a public charter school on the Property, or intends to sell, transfer, or lease or otherwise dispose of the Property, Seller shall have the right of first refusal to purchase the Property for the price identified in Paragraph 5, above. If, after ninety (90) days, Seller has not exercised its right to purchase the Property, Buyer may market the Property and solicit offers from other parties.
11. **SCHOOL USE COVENANT.** Buyer commits to Seller that Buyer will only operate a public charter school on the property; and, subject to Paragraph 9 above, Buyer will not convey, transfer, or lease the Property (or any part thereof) to any party without Seller's prior written approval.
12. **TITLE COMPANY/ESCROW AGENT.** The Parties agree that the TITLE COMPANY/Escrow Agent as defined in Section 5, shall provide any required title policy and preliminary report or commitment. Each party agrees to pay one-half of the Escrow Agents fee.
13. **EXCLUSIVE RIGHT.** Buyer has exclusive right to purchase the property during the term of this Purchase Agreement.


Buyer Initials


Seller Initials

14. **TITLE INSURANCE.** Seller shall provide and pay for an ALTA Owner's or Purchaser's Standard Coverage Title Policy insuring the Buyer for the amount of the purchase price. Extended coverage required ☐ Yes ☒ No. Additional premiums for extended coverage and any survey required by the Title Company shall be paid by Buyer. Seller shall cause the Title Company to provide Buyer with a preliminary title report or commitment together with copies of all underlying documents giving rise to any exceptions listed therein on **within five (5) business days** of the execution of this Purchase Agreement. Buyer shall have until the Satisfaction Date to object, by written notice to Seller, to the condition of title as set forth in the report. In the event the Buyer makes written objection to any exception to title, Seller shall have a reasonable time, not to exceed **ten (10) days**, to remove any such objection to exception or provide affirmative title insurance coverage, and in the event the Seller cannot remove, or is unwilling to remove, such objected to exceptions or provide affirmative title insurance coverage, the Buyer may elect, as its sole remedy, to (a) either terminate this Purchase Agreement or (b) proceed to closing, taking title subject to such exceptions. If the Buyer does not object within the time frame set out above, the Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate this Purchase Agreement as provided herein, the Buyer shall be entitled to the return of all refundable deposits made by Buyer. The final title insurance policy shall be delivered to the Buyer by the Title Company as soon as possible after closing.
15. **CLOSING DATE.** On or before "**Closing**" ("**Closing**" shall be deemed to be the date on which the deed is recorded and the sales proceeds are available for disbursement to Seller and as otherwise directed by the Parties) Buyer and Seller shall deposit with the Escrow Agent all funds and instruments necessary to complete the sale. Closing shall occur no later than **June 30, 2024**.
16. **DOCUMENTS TO BE DELIVERED AT CLOSING.** On the date of Closing, Seller shall have executed, or caused to be executed, and delivered to the Escrow Agent the following documents, if required by Buyer, in a form reasonably acceptable to Buyer and Seller:
- (a) General Warranty Deed
 - (b) FIRPTA;
 - (c) An Assignment and assumption of all leases, warranties, contracts, and guarantees that effect the Property in a form mutually agreed to between the Parties, (if applicable);
 - (d) Bill of Sale (if applicable);
 - (e) Termination of existing lease; and
 - (f) Any other instruments or documents reasonably requested by Buyer.
17. **POSSESSION/PRORATION/CLOSING COSTS.** Buyer shall be entitled to possession on the day of Closing. Any taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on obligations assumed and utilities shall be prorated as of Closing. Any tenant deposits held by Seller shall be credited to Buyer at Closing. All standard closing costs shall be shared by Buyer and Seller on a 50/50 basis, except the cost of an ALTA Standard Coverage Title Insurance policy as outlined in section 10 above and brokerage commissions outlined in section 22 below.


Buyer Initials

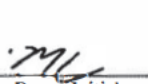

Seller Initials

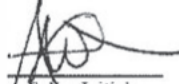
18. **DEFAULT.** If Seller executes this Purchase Agreement and title to the Property is marketable and insurable in the conditions approved under Section 8 hereof and all Buyer's contingencies have been removed or waived, and Buyer neglects or refuses to comply with the terms of or any condition of sale by the date on which such term or condition is to be complied with, then the Earnest Money Deposit shall be forfeited to Seller and Buyer's interest in the Property (with regard to this Purchase Agreement only) shall be immediately terminated. Such forfeiture and acceptance by Seller of the Earnest Money Deposit does not constitute a waiver or election of other remedies available to Seller and Seller shall have the right, at his option, to bring any action at law or equity to enforce the term of this contract or seek restitution for damages including any unpaid brokerage fee. In the event of default by either Party in its performance of the terms or conditions of this Purchase Agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party and in the event of suit the prevailing party shall be entitled to its reasonable attorney fees and costs.

In the event of a dispute between the Parties as to the Earnest Money Deposit deposited hereunder by Buyer, the Escrow Agent holding the Earnest Money Deposit may file an interpleader action in a court of competent jurisdiction to resolve any dispute between the Parties.

The Buyer and Seller authorize the Escrow Agent holding the Earnest Money Deposit to utilize as much of the Earnest Money Deposit as may be necessary to advance the costs and fees required for filing of any such action. The cost of such action shall be paid by the Party which is not the prevailing party.

19. **TITLE CONVEYANCE.** Title to the Property is to be conveyed by warranty deed and is to be marketable and insurable except for rights reserved in federal patents, building or use restriction, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record, and any other liens, encumbrances or defects approved by Buyer. In the event any personal property is included as part of the contemplated sale, it shall be conveyed by bill of sale and shall be free and clear of all liens, claims and encumbrances.
20. **RISK OF LOSS.** Seller shall keep the Property insured against loss by fire and other casualty usually insured against in the market area of the Property until the Closing. Should the Property be materially damaged by fire or other cause prior to closing and such damage is ten percent (10%) of the Purchase Price or less, then Seller shall pay or assign the proceeds of the insurance to Buyer (and pay to Buyer the amount of any deductible in cash) at Closing and Seller and Buyer shall proceed with Closing without adjustment to the Purchase Price. If such damage exceeds ten percent (10%) of the Purchase Price, then this Purchase Agreement shall be voidable at the option of the Buyer by written notice to Seller **within ten (10) days** of the date Buyer receives notice of such damage, however, Buyer may elect to proceed with Closing without adjustment to the Purchase Price (either by written notice of such election or by failure to timely send written notice of the voiding of this Purchase Agreement as provided above) and Seller shall pay or assign the proceeds of the insurance to Buyer (and pay to Buyer the amount of any deductible in cash) at Closing.
21. **CONDITION OF PROPERTY AT CLOSING.** Buyer agrees to purchase the Property in as is


Buyer Initials


Seller Initials

(existing) condition, where is, with all faults. Buyer will assume those obligations with respect to the Property as are expressly stated in Section 7. Buyer does not agree to assume any other obligations with respect to the Property except for those obligations stated in Section 7. Seller shall maintain the Property until the closing in its present condition, ordinary wear and tear excepted, subject to the provisions of Sections 17 and 18 on casualty and condemnation.

22. **INSPECTION.** The Buyer hereby acknowledges further that Buyer is not relying upon any statement or representations by the Seller which are not herein expressed. The Buyer has entered into this Purchase Agreement relying upon information and knowledge obtained or to be obtained from Buyer's own investigation or personal inspection of the Property.
23. **ADDITIONAL PROVISIONS.** Additional provisions of this Purchase Agreement, if any, are attached hereto by an addendum consisting of -0- pages.
24. **ESCROW INSTRUCTIONS.** The Escrow Agent is instructed to, in a manner consistent with the terms hereof: receive and hold deposits and other funds; disburse such funds in accordance with separate authorization signed by Buyer and Seller; prepare closing statements for execution by Buyer and Seller; receive documents, secure their execution and acknowledgement, record them in the proper sequence, deliver originals to the appropriate parties, and deliver copies of all documents signed by either party to that party. If a dispute arises regarding any funds held by the Escrow Agent, such agent shall have no obligation to resolve such dispute but shall hold the same pending resolution of such dispute, and may at its option bring an action in interpleader.
25. **GOVERNING LAW.** This Purchase Agreement shall be governed by the laws of the State of Idaho.
26. **DISCLOSURE.** The Parties hereto acknowledge and understand that the transaction contemplated herein is anticipated to be financed through the issuance of nonprofit facilities revenue bonds by the Idaho Housing and Finance Association and agree to references to this Purchase Agreement and the transactions contemplated herein in any offering document prepared in connection therewith.
27. **TIME, SEVERABILITY.** Time is of the essence of this Purchase Agreement, and each party hereto agrees to promptly perform such acts as are reasonably required in connection herewith. If any provision of this Purchase Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Purchase Agreement shall not be affected thereby.
28. **NOTICES.** All notices required hereunder shall be given in writing and shall be deemed effective (a) upon delivery, if delivered in person, or by electronic transmission with receipt acknowledged by the recipient thereof; (b) one business day after deposited for overnight delivery with any reputable overnight courier service; or (c) two business days after deposited with the US Postal Service registered or certified mail and addressed to the Parties at the addresses set forth below.
29. **COUNTERPARTS.** This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument, and signature pages from one counterpart may be removed and added to another counterpart to create a single, integrated counterpart with all necessary signatures.

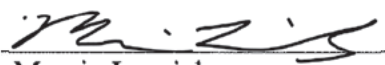

Buyer Initials


Seller Initials

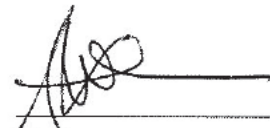
30. **ENTIRE AGREEMENT – CONSTRUCTION.** This Purchase Agreement constitutes the entire agreement between the Parties, has been entered into in reliance solely on the contents hereof, and supersedes any previous agreements, written or oral, between the Parties hereto. This Purchase Agreement shall not be modified except in writing signed by both Parties. This Purchase Agreement shall be construed neutrally rather than strictly for or against either party.
31. **BINDING EFFECT – SURVIVAL.** This Purchase Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the Parties hereto and shall survive the closing of this transaction.
32. **LEGAL REPRESENTATION.** The Parties expressly acknowledge they have been represented by counsel of their own choice in connection with this Purchase Agreement and have discussed the terms of this Purchase Agreement with such counsel to the extent each party believes it to have been necessary to fully understand the terms hereof. In entering into this Purchase Agreement, the Parties represent and declare that each of them fully understands the terms and effect of this Purchase Agreement.
33. **TIME IS OF THE ESSENCE IN THIS PURCHASE AGREEMENT.**

IN WITNESS WHEREOF, Buyer and Seller have executed this Purchase Agreement as of the date first written above.

BUYER: **AMERICAN CLASSICAL
SCHOOLS OF IDAHO,
AND/OR ASSIGNS**

By: 
Print Name: Marvin Lasnick
Date: 9-13-23
Address: 500 SW 3rd Street
Fruitland, ID 83705

SELLER:

By: 
Print Name: ADAM WARE MEMBER
Date: 9-11-23
Address: 21406 MORRISON LANE
MT VERNON WA. 98274

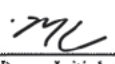
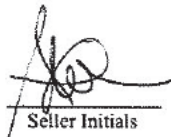
 Buyer Initials  Seller Initials

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel name: Lot 12

A portion of the North 1/2 of the Southwest 1/4 of Section 5, Township 61 North, Range 2 East, B.M., Boundary County, Idaho more particularly described as follows:

Beginning at the Northwest corner of the Southwest 1/4 of said Section 5, the True Point of Beginning thence on the North line of the Southwest 1/4 of said Section S 89-23-17 E a distance of 1519.39; thence S 01° 08' 04" W a distance of 371.71; thence S 80° 58' 28" W a distance of 352.63; thence on a tangent curve to the left a distance of 352.63 ft. which curve's radius is 720.00 ft. through a Delta angle of 32° 48' 05"; thence on a non-tangent line N 72° 50' 15" W a distance of 113.62; thence N 18° 07' 51" E a distance of 14.60; thence N 20° 17' 46" W a distance of 43.24 ft.; thence N 73° 03' 53" W a distance of 12.05 ft.; thence N 42° 41' 26" W a distance of 32.18 ft.; thence N 04° 11' 14" W a distance of 22.99 ft.; thence N 24° 17' 09" E a distance of 21.59 ft.; thence N 40° 10' 19" E a distance of 13.49 ft.; thence N 73° 50' 07" W a distance of 64.73 ft.; thence N 40° 09' 03" W a distance of 45.61 ft.; thence N 77° 53' 11" W a distance of 43.73 ft.; thence N 74° 28' 28" W a distance of 65.78 ft.; thence S 80° 30' 05" W a distance of 36.04 ft.; thence N 05° 04' 37" W a distance of 30.80 ft.; thence N 40° 37' 05" W a distance of 32.69 ft.; thence N 58° 08' 26" W a distance of 58.86 ft.; thence N 79° 24' 01" W a distance of 57.04 ft.; thence N 24° 05' 02" W a distance of 40.10 ft.; thence N 71° 46' 08" E a distance of 5.06 ft.; thence N 11° 09' 26" W a distance of 10.01 ft.; thence N 55° 00' 23" W a distance of 18.07 ft.; thence N 53° 52' 17" W a distance of 39.33 ft.; thence N 20° 16' 52" W a distance of 15.98 ft.; thence N 64° 39' 45" W a distance of 23.42 ft.; thence S 67° 29' 07" W a distance of 12.96 ft.; thence S 79° 47' 09" W a distance of 25.22 ft.; thence N 84° 53' 42" W a distance of 25.81 ft.; thence N 54° 11' 24" W a distance of 25.16 ft.; thence N 69° 27' 25" W a distance of 24.93 ft.; thence N 35° 31' 15" W a distance of 19.39 ft.; thence N 66° 43' 09" W a distance of 65.92 ft.; thence N 40° 27' 50" W a distance of 3.59 ft.; thence N 89° 23' 17" W a distance of 30.00 to the West line of the SW 1/4 of Section 5; thence on the West line of said section N 00° 29' 11" E a distance of 110.18 to the True Point of Beginning.

Said parcel contain 583,453 Ft (13.394 Acres).

Situated in Bonner's County, Idaho

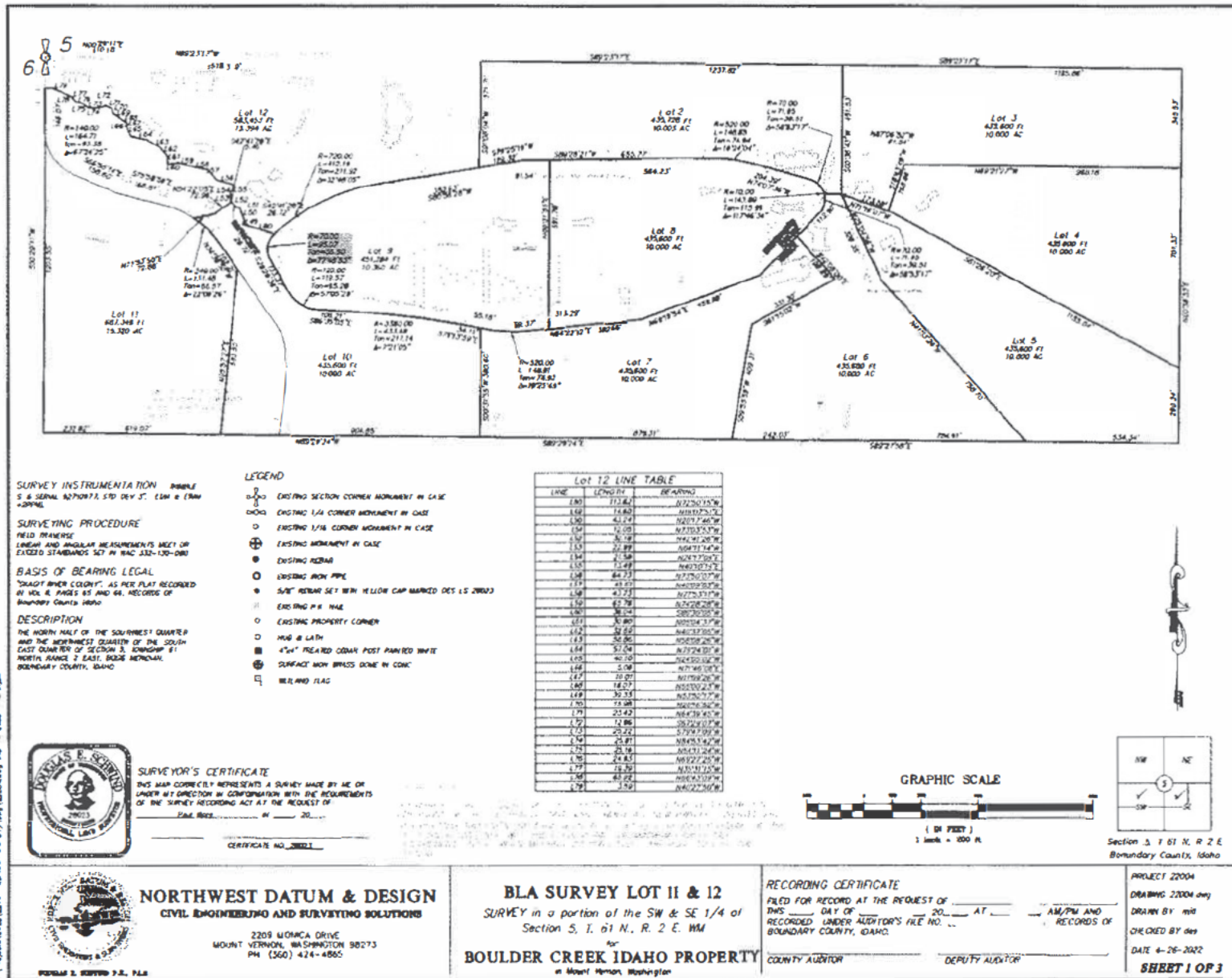


EXHIBIT B

DUE DILIGENCE MATERIALS

1. ALTA Surveys if available.
2. Copy of any warranties, maintenance, service, supply, management or other agreements presently in effect, or which may come into effect, of whatsoever nature affecting the Property.
3. Copy of real estate tax bills and assessments for the last year and current year.
4. Current commitment for title insurance from the Title Company, together with the copies of all documents referred to therein and all documents giving rise to exceptions to title.
5. Soils, asbestos, hazardous waste, and Phase I environmental assessment reports, if available.


Buyer Initials


Seller Initials