



Learning through the Arts

Board Meeting Packet

The purpose of Syracuse Arts Academy is to develop respectful, confident citizens in a solid educational environment enriched by artistic expression.

March 15, 2023

Syracuse Arts Academy Board Meeting Agenda Wednesday, March 15, 2023

Location: Academica West, 290 N. Flint Street, Kaysville, UT 84037



Zoom Meeting: <https://us02web.zoom.us/j/86892896799?from=addon>

Meeting ID: 868 9289 6799

Mobile: (669) 900-9128

NOTE: *It is possible that the SAA Board of Directors may be utilizing an electronic meeting component with one or more of their members.*

The purpose of Syracuse Arts Academy is to develop respectful, confident citizens in a solid educational environment enriched by artistic expression.

Agenda

2022-2023 School Priorities

Schoolwide Unity, Cooperation & Collaboration

Expansion of Arts Integration

Maximize All Data Sources to Improve Student Instruction and Performance

5:15 PM – Call to Order

- Welcome by Bryan DeGrange
- “Traditions” – The SAA Way
 - School Vision – Rene Dreiling

REPORT

- School LAND Trust
 - SLT Training Assurances – Bryan DeGrange

CONSENT ITEMS

- [February 2, 2023 Board Meeting Minutes](#)

VOTING ITEMS

- [UDOT Board Resolution](#) – Dale Pfister/Platte Nielson
- [2023-2024 Antelope School LAND Trust Plan](#) – Art/Becky
- [2023-2024 North School LAND Trust Plan](#) – Judy Nixon
- [Washington DC Student Trip](#) – Dale Pfister

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In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

DISCUSSION ITEMS

- **Calendaring Items – ALL**
 - Next Pre-Board Meeting – March 23rd
 - Next Board Meeting – April 13th
 - Electronic Board Meeting – May 11th
 - NCSC23 Austin TX – June 18-21

CLOSED SESSION to discuss an individual's character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a)

ADJOURN

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[Back to Agenda](#)

Syracuse Arts Academy Board Meeting Minutes Thursday, February 2, 2023

Location: Academica West, 290 N. Flint Street, Kaysville, UT 84037



In Attendance: Jerrad Pullum, Nate Schow, Rene Dreiling, Bryan DeGrange, Mary Johnston

Others in Attendance: Ken Jeppesen, Dale Pfister, Judy Nixon, Micah Hirokawa, Art Hansen, Jon McQueary, Dawn Kawaguchi, Heidi Bauerle, Mike Geilmann (via Zoom), Rebecca Okey (5:36 p.m.)

The purpose of Syracuse Arts Academy is to develop respectful, confident citizens in a solid educational environment enriched by artistic expression.

Minutes

2022-2023 School Priorities

Schoolwide Unity, Cooperation & Collaboration

Expansion of Arts Integration

Maximize All Data Sources to Improve Student Instruction and Performance

5:32 PM – Call to Order

- Welcome by Bryan DeGrange
- “Traditions” – The SAA Way
 - School Vision – Micah Hirokawa
 - Storytelling – Art Hansen shared an experience with the board. Last week the Jr. High celebrated Shakespeare Day. The English department put together a fun day which included activities and performances that showcased arts integration. It was a fun day for all. Art gave all the credit to the English department. They did a nice job putting this together.

There was no **PUBLIC COMMENT**. This was the second public comment period for the 2023-2024 School Fee Schedule and Fee Waiver Policy.

REPORTS

- **Eide Bailly**
 - Review FY22 Audit – Ken Jeppesen reviewed the standard letter which included a new standard that is included in the letter which is “Significant Risk Identified”. This is required for any audit. There are two bullet points that must be identified which are management override of controls and revenue recognition. There are four audit reports. The first report is the financials (the numbers) and it was a clean

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audit. Ken reviewed the numbers which are presented several different ways due to GASB. There was discussion on the sale of assets which was the cost to cure with UDOT. He also reviewed seven notes. The second report was a clean report. This report is on internal controls. The third report was a clean report which is what the state tells us what to do. This year we had to test school fees instead of special education. There was also a single audit due to receiving over \$750k of federal funding. This was also a clean audit. That was four for four all being clean audits. There was a discussion on school fees. *Ken Jeppesen was excused at 6:07 p.m.*

➤ **Administration**

- State of the School – Dale Pfister highlighted some of the recent and upcoming things going on at the school.
 - ✓ Current enrollment for next year is 1,579 but they are still pulling students
 - ✓ Rolled out a new lottery system for the secretaries
 - ✓ 2023-2024 SLT reports are being worked on now. There will be an amendment for this year's plan at the Antelope campus. We will be scheduling an electronic board meeting to do this.
 - ✓ Letters of intent have been sent out to all of the employees and should be returned by February 16th. We hope to know what positions that we need to fill.
 - ✓ Admin will be attending an upcoming teacher recruiting fair in Logan
 - ✓ Update on the Antelope field project and other possible projects
 - ✓ Dale was one of two charter school principals that testified in front of the Senate Education Appropriations Sub-committee last week on flexibility of state funding. Last year, 62 LEA's took advantage of this bill and 60 of the LEA's were charter schools.
 - ✓ Last month, we had a Professional Learning Day with BYU Arts folks. This was a follow up from the fall PD with them. BYU wants long term relations with SAA where WSU wouldn't commit for more than one year. We have a commitment from BYU for the next 3 years that they will come a couple a times a year for PD. Teachers are already using what they learned in their class.
 - ✓ We also had our annual S&P call (Dale, Rene and Jon) recently. We have maintained our BBB- rating.

➤ **Board of Directors**

- RFP for ESP – Bryan DeGrange stated that our current contract with Academica West expires the end of April. Dale has been working on the RFP and has posted it on the state website and on the school's website. It will be posted for a few weeks. He will invite the finance committee and a couple of administrators to help with the scoring. At the April 13th board meeting, we will award the RFP.
- Board Vacancies – Bryan DeGrange stated that he will finish up his term in June. There will be a vacancy. We will need a parent or grandparent. Dawn will put together a board announcement and send to the board members.

CONSENT ITEMS

- New Hires – There was no further discussion.

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- Myline Obertal, Antelope Kitchen
 - Jodi Chamberlain, Substitute Teacher
- December 1, 2022 Board Meeting Minutes – There was no further discussion. **Rene Dreiling made a motion to approve the consent items. Mary Johnston seconded the motion. The votes were as follows:**
- Bryan DeGrange – Aye**
Nate Schow – Aye
Rene Dreiling – Aye
Mary Johnston – Aye
Jerrad Pullum – Aye
- Motion passed unanimously.**

VOTING ITEMS

- 2023-2024 School Fee Schedule – Dale Pfister stated that this is the second public comment period. Nothing has changed since the first public comment period. Nate would like to have a deeper discussion on the fees at the summer retreat. There was a discussion on the current fees that were collected.
- Amended Fee Waiver Policy – Dale Pfister stated that this policy has to be re-approved every year. Because there was a duplication of a sentence, we are removing it and so it's going to be an amendment. There are no other recommended changes.
- Proper Use of Public Funds & Assets Policy – Dale Pfister reviewed the Proper Use of Public Funds and Assets Policy. Laptops, iPad, etc. cannot be used as an enrollment incentive. All student laptops are property of the school.
- Reuse & Disposal of Textbooks Policy – Dale Pfister reviewed the Reuse and Disposal of Textbooks Policy. You are prohibited of disposing textbooks until you post it on the state website. This policy has accompanying administrative procedures. Dale stated that these are just a the first of about 10-12 policies that he will be bringing to the board.

Mary Johnston made a motion to approve the 2023-2024 School Fee Schedule. Rene Dreiling seconded the motion. The votes were as follows:

Bryan DeGrange – Aye
Nate Schow – Aye
Rene Dreiling – Aye
Mary Johnston – Aye

Jerrad Pullum voted to oppose the motion. Motion passed with a majority vote.

Nate Schow made a motion to:

- **Approve the Amended Fee Waiver Policy;**
- **Approve the Proper Use of Public Funds & Assets Policy; and**
- **Approve the Reuse & Disposal of Textbook Policy.**

Jerrad Pullum seconded the motion. The votes were as follows:

Bryan DeGrange – Aye
Nate Schow – Aye
Rene Dreiling – Aye
Mary Johnston – Aye

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Jerrad Pullum – Aye
Motion passed unanimously.

REPORTS (Continued)

➤ **Board of Directors (Continued)**

- *Financial Update* – Rene Dreiling reported on the financials as of December 31, 2022. He reviewed the items that may seem unbalanced. Jon informed the board that the federal revenues are showing monies drawn down from the prior year. It will show the actual amount for this year in the January financials that board will receive on February 11th. There was a transfer of \$5 million to the PTIF which a couple of it will be pulled out for the bond projects. We want to take advantage of the current interest rates.

6:43 PM – Mary Johnston made a motion to take a BREAK. Jerrad Pullum seconded the motion. The votes were as follows:

Bryan DeGrange – Aye
Nate Schow – Aye
Rene Dreiling – Aye
Mary Johnston – Aye
Jerrad Pullum – Aye

Motion passed unanimously.

Dale Pfister, Judy Nixon, Art Hansen, Becky Okey, Micah Hirokawa and Mike Geilmann (via Zoom) were all excused at 6:43 p.m.

7:16 PM – Rene Dreiling made a motion to RECONVENE the meeting. Mary Johnston seconded the motion. The votes were as follows:

Bryan DeGrange – Aye
Nate Schow – Aye
Rene Dreiling – Aye
Mary Johnston – Aye
Jerrad Pullum – Aye

Motion passed unanimously.

BOARD TRAINING

- *SLT Board Training* – Dawn sent out a link to the School LAND Trust annual board training. Please watch the 7-minute YouTube training before the next meeting. Mary and Rene have watched the training.
 - <https://youtu.be/waQYwIWCAyI>
- *Create Board Mission Statement* – Bryan stated that with him leaving in June he would like to create something to outline what the board does either with a mission statement or slogan. There are some samples in the packet to use as a guide. The hope is that this statement would give new board members a definite understanding of what the board does and what their values are. There was discussion on board ideas of what they want to see in this statement. Heidi talked about the why it is important to have a board mission

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statement to give direction of what the board follows. The board should know their key elements (non-negotiables). There was a discussion on Exhibit A.

- **Key Elements** – The board broke off into two groups to come up with their key elements. They decided on the following:
 - ✓ Arts Integration
 - ✓ Govern not Manage
 - ✓ One Voice (formal complaints are handled by the board president and they may solicit help from a member or members)
 - ✓ Financially stability
 - ✓ Statement: *Together with school administration endeavor to enact the school vision.*
- Mary will wordsmith the elements and bring a recommendation back to the board to approve at the April meeting.

DISCUSSION ITEMS

➤ Calendaring Items – ALL

- Schedule March Electronic Board Meeting for SLT Approvals – March 2nd
- Next Pre-Board Meeting – March 23rd
- Next Board Meeting – April 13th
- NCSC23 Austin TX – June 18-21

7:47 PM – Mary Johnston made a motion to ADJOURN. Jerrad Pullum seconded the motion. The votes were as follows:

Bryan DeGrange – Aye

Nate Schow – Aye

Rene Dreiling – Aye

Mary Johnston – Aye

Jerrad Pullum – Aye

Motion passed unanimously.

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SYRACUSE ARTS ACADEMY
RESOLUTION OF THE BOARD

The undersigned, constituting a majority of the Members of the Board of Syracuse Arts Academy (the "*School*"), a Utah nonprofit corporation, take the following action on March 15, 2023.

WHEREAS, the School has entered into a Loan Agreement between the School and the Utah Charter School Finance Authority (the "*Issuer*") whereby the School has borrowed the proceeds of the Issuer's Charter School Revenue Bonds (the Series 2017, Series 2022A, and Series 2022B Bonds, or collectively, the *Bonds*") to (a) acquire, improve, and equip the School's existing school facilities located at 2893 W. 1700 S. and 2965 W. 1700 S., Syracuse, Utah, and (b) pay certain costs of issuance in connection with the Bonds; and

WHEREAS, in 2021 the Utah Department of Transportation ("*UDOT*") took (and provided fair compensation for) the northeast corner of the School's Antelope Campus for purposes of expanding UDOT's West Davis Corridor, which transaction caused the School to have to amend its Loan Agreement with the Issuer and to have reconveyed the taken property in favor of UDOT and the United States of America; and

WHEREAS, currently UDOT intends to take an additional 36 square feet of the School's Antelope Campus for purposes of installing a light pole in connection with UDOT's West Davis Corridor expansion, which transaction will require the School to again amend its Loan Agreement with the Issuer and have reconveyed the approximately 36 square feet in favor of UDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL AS FOLLOWS:

Section 1. The School hereby approves the sale of of the above-mentioned 36 square feet of property at the School's Antelope Campus to UDOT by approving the UDOT Real Estate Purchase Contract attached hereto, which contract sets the purchase price of the 36 square feet at \$500. The contract also declares that UDOT will pay all of the School's fees and associated costs for having to amend the Loan Agreement, deed of trust, and partial reconveyance incurred as a result of the transaction. Such fees and costs will be covered in the closing costs and will not exceed \$10,000.

Section 2. The School further approves the Third Amendment to Loan Agreement and Deed of Partial Reconveyance attached hereto, which amendment and reconveyance reflect the School's sale of the 36 square feet of property to UDOT.

Section 3. If any provisions of this Resolution should be held invalid, the invalidity of such provision shall not affect the validity of any of the other provisions of this Resolution.

Section 4. The appropriate officials of the School, including without limitation the President, Treasurer and/or the Secretary of the School, are hereby authorized and directed to execute and deliver for and on behalf of the School any or all additional certificates, documents,

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statements, deeds, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution.

Section 5. All resolutions of the School or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency.

Section 6. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED March 15, 2023.

BOARD OF DIRECTORS OF SYRACUSE ARTS
ACADEMY, INC.

By _____
Board President

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The foregoing Resolution was duly adopted at a meeting of the Board held on March 15, 2022, at which a quorum of the Board was present by the affirmative vote of _____ Directors, and opposed by _____ Directors, and has been duly recorded in the official book of minutes of the proceedings of the Board and is in full force and effect.

By _____
Secretary

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Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(229) Parcel No.(s): 583B
 Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193
 County of Property: DAVIS Tax ID(s) / Sidwell No: 12-091-0116
 Property Address: 2893 West 1700 South SYRACUSE UT, 84075
 Owner's Address: 2893 West 1700 South,SYRACUSE,UT,84075
 Primary Phone: 801-784-5211 Owner's Home Phone: (801)784-5211 Owner's Work Phone:
 Owner / Grantor (s): Syracuse Arts Academy, a Utah non-profit corporation

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Syracuse Arts Academy, a Utah non-profit corporation ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 583B, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$500 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

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Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193
County of Property: DAVIS Tax ID(s) / Sidwell No: 12-091-0116
Property Address: 2893 West 1700 South SYRACUSE UT, 84075
Owner's Address: 2893 West 1700 South, SYRACUSE, UT, 84075
Primary Phone: 801-784-5211 Owner's Home Phone: (801)784-5211 Owner's Work Phone:
Owner / Grantor (s): Syracuse Arts Academy, a Utah non-profit corporation

4.2 Fees/Costs.

(a) **Escrow Fees.** UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

UDOT will pay all of Syracuse Art Academy's reasonable fees and associated costs for having to amend the deed of trust, loan agreement, and partial reconveyance. This amount will be covered in the closing costs at the title company and will not exceed \$10,000.

Grantor's Initials



Utah Department of Transportation

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 Owner / Grantor (s): Syracuse Arts Academy, a Utah non-profit corporation

**SIGNATURE PAGE TO
 UTAH DEPARTMENT OF TRANSPORTATION
 REAL ESTATE PURCHASE CONTRACT**

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Brokerage, Wendy Hansen / WLC Consulting, LLC, represents purchaser.

Authorized Signature(s):

_____ Date
 100% Print Name: Syracuse Arts Academy

UTAH DEPARTMENT OF TRANSPORTATION

_____ Date
 Charles A. Stormont
 UDOT Director of Right of Way

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

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Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193

County of Property: DAVIS Tax ID(s) / Sidwell No: 12-091-0116

Property Address: 2893 West 1700 South SYRACUSE UT, 84075

Owner's Address: 2893 West 1700 South, SYRACUSE, UT, 84075

Primary Phone: 801-784-5211

Owner's Home Phone: (801)784-5211

Owner's Work Phone:

Owner / Grantor (s): Syracuse Arts Academy, a Utah non-profit corporation

Exhibit A (Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

(NON-PROFIT CORPORATION)

Davis County

Tax ID. 12-091-0116

PIN No. 11268

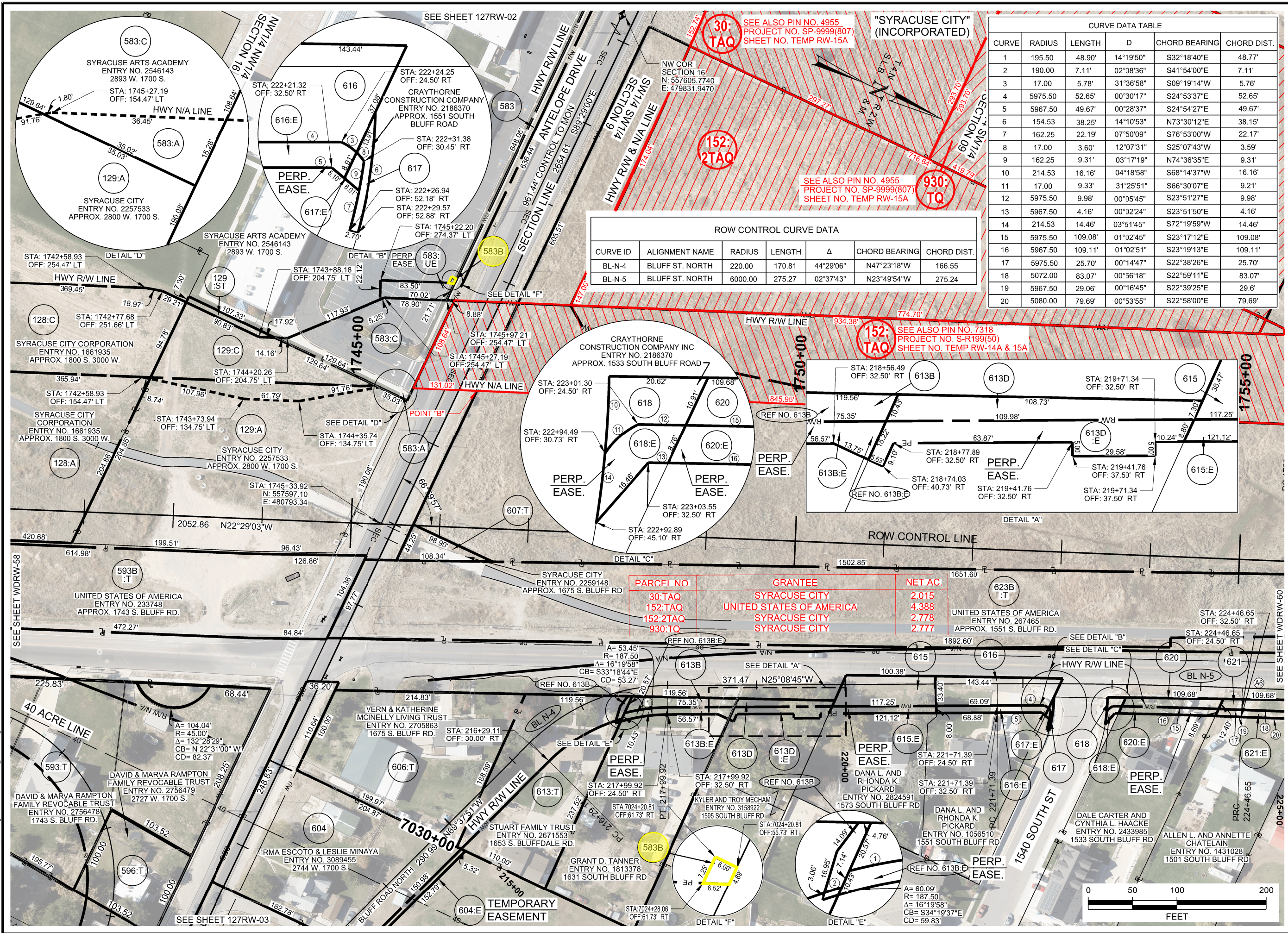
Project No. S-R199(229)

Parcel No. R199:583B

Syracuse Arts Academy, a Utah non-profit corporation, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4 NW1/4 of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR 67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly boundary line of said entire tract, said point being in the southerly right of way line of Antelope Drive of said Project at a point 55.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+20.81, which point is 33.01 feet S.89°49'43"E. along the Section line and 41.21 feet S.00°10'17"W. and 642.98 feet S.89°49'43"E. from the Northwest Corner of said Section 16; and running thence S.89°49'43"E. 4.69 feet along said southerly right of way line; thence S.22°53'07"E. 6.52 feet to a point 61.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+28.06; thence N.89°49'43"W. 7.25 feet, parallel with said right of way control line, to a point 61.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+20.81; thence N.00°09'59"E. 6.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.



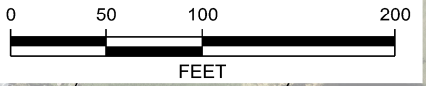
CURVE DATA TABLE

CURVE	RADIUS	LENGTH	D	CHORD BEARING	CHORD DIST.
1	195.50	48.90'	14°19'50"	S32°18'40"E	48.77'
2	190.00	7.11'	02°08'36"	S41°54'00"E	7.11'
3	17.00	5.78'	31°36'58"	S09°19'14"W	5.76'
4	5975.50	52.65'	00°30'17"	S24°53'37"E	52.65'
5	5967.50	49.67'	00°28'37"	S24°54'27"E	49.67'
6	154.53	38.25'	14°10'53"	N73°30'12"E	38.15'
7	162.25	22.19'	07°50'09"	S76°53'00"W	22.17'
8	17.00	3.60'	12°07'31"	S25°07'43"W	3.59'
9	162.25	9.31'	03°17'19"	N74°36'35"E	9.31'
10	214.53	16.16'	04°18'58"	S68°14'37"W	16.16'
11	17.00	9.33'	31°25'51"	S66°30'07"E	9.21'
12	5975.50	9.98'	00°05'45"	S23°51'27"E	9.98'
13	5967.50	4.16'	00°02'24"	S23°51'50"E	4.16'
14	214.53	14.46'	03°51'45"	S72°19'59"W	14.46'
15	5975.50	109.08'	01°02'45"	S23°17'12"E	109.08'
16	5967.50	109.11'	01°02'51"	S23°19'13"E	109.11'
17	5975.50	25.70'	00°14'47"	S22°38'26"E	25.70'
18	5072.00	83.07'	00°56'18"	S22°59'11"E	83.07'
19	5967.50	29.06'	00°16'45"	S22°39'25"E	29.6'
20	5080.00	79.69'	00°53'55"	S22°58'00"E	79.69'

ROW CONTROL CURVE DATA

CURVE ID	ALIGNMENT NAME	RADIUS	LENGTH	Δ	CHORD BEARING	CHORD DIST.
BL-N-4	BLUFF ST. NORTH	220.00	170.81	44°29'06"	N47°23'18"W	166.55
BL-N-5	BLUFF ST. NORTH	6000.00	275.27	02°37'43"	N23°49'54"W	275.24

PARCEL NO	GRANTEE	NET AC.
30:TAQ	SYRACUSE CITY	2.015
152:TAQ	UNITED STATES OF AMERICA	4.388
152:2TAQ	SYRACUSE CITY	2.778
930:TQ	SYRACUSE CITY	2.777



UTAH DEPARTMENT OF TRANSPORTATION
REGION ONE HORROCKS ENGINEERS

PROJECT: WEST DAVIS HIGHWAY SR-67
PROJECT NUMBER: S-R199(229)
SHEET NO.: WDRW-59

DAVIS COUNTY
TEMP 57P

APPROVED: [Signature] DATE: [Blank]
DRAWN BY: KJB
CHECKED BY: MWW
DATE: [Blank]

REVISIONS: [Table with columns for NO., DATE, APPROVED BY, REMARKS]

6/13/2022 10:13:03 AM C:\working\1212233011268 WDRW-59.dgn

THIRD AMENDMENT TO LOAN AGREEMENT

Dated as of April 1, 2023

Between

UTAH CHARTER SCHOOL FINANCE AUTHORITY,
as Issuer

and

SYRACUSE ARTS ACADEMY,
as Borrower

\$29,270,000

Utah Charter School Finance Authority
Charter School Revenue Bonds
(Syracuse Arts Academy Project)
Series 2017

\$7,625,000

Utah Charter School Finance Authority
Charter School Revenue Bonds
(Syracuse Arts Academy Project)
Series 2022A

\$140,000

Utah Charter School Finance Authority
Charter School Revenue Bonds
(Syracuse Arts Academy Project)
Series 2022B
(Federally Taxable)

THIRD AMENDMENT TO LOAN AGREEMENT

THIS THIRD AMENDMENT TO LOAN AGREEMENT dated as of April 1, 2023 (this “Third Amendment to Loan Agreement”), is between UTAH CHARTER SCHOOL FINANCE AUTHORITY (the “Issuer”), a body politic and corporate duly organized and validly existing under the laws of the State of Utah, and SYRACUSE ARTS ACADEMY (the “Borrower”), a Utah nonprofit corporation designated as a charter school by the State.

WITNESSETH:

WHEREAS, pursuant to Title 53G, Chapter 5, Part 6, Utah Code Annotated 1953, as amended and the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (together, the “Act”), the Issuer is authorized to issue revenue bonds to finance or refinance the acquisition, construction or rehabilitation of buildings, structures, property and equipment owned, or to be acquired by, a charter school for any of its educational purposes; and

WHEREAS, the Issuer previously issued its Charter School Revenue Bonds (Syracuse Arts Academy Project) Series 2017 in the original aggregate principal amount of \$29,270,000 (the “Series 2017 Bonds”) pursuant to a Trust Indenture dated as of February 1, 2017 (the “Original Indenture”) between the Issuer and the Trustee, and loaned the proceeds of the Series 2017 Bonds (the “Series 2017 Loan”) to the Borrower pursuant to the terms of the Loan Agreement dated as of February 1, 2017 (the “Original Loan Agreement”) between the Borrower and the Issuer in order to (i) refinance the costs of the acquisition and equipping of the Borrower’s charter school facilities located at 2893 West 1700 South, Syracuse, Utah (the “Antelope Campus”), (ii) finance the acquisition of the Borrower’s charter school facilities located at 357 South 1550 West, Syracuse, Utah (the “North Campus” and together with the Antelope Campus, the “Series 2017 Facilities”) (capitalized terms not otherwise defined herein have the meanings set forth in the Original Indenture, as supplemented); and

WHEREAS, on August 11, 2021, the Borrower acquired additional land located adjacent to the Antelope Campus (the “New Antelope Campus Property” or the “Additional Antelope Campus Parcel”) in part to compensate for the loss of land relating to the expansion of UDOT’s West Davis Corridor as provided in the First Amendment to Loan Agreement dated as of August 1, 2021 (the “First Amendment to Loan Agreement”) between the Borrower and the Issuer; and

WHEREAS, in March, 2022 the Issuer issued its Charter School Revenue Bonds (Syracuse Arts Academy Project) Series 2022A in the original aggregate principal amount of \$7,625,000 (the “Series 2022A Bonds”) and its Charter School Revenue Bonds (Syracuse Arts Academy Project) Series 2022B (Federally Taxable) in the aggregate principal amount of \$140,000 (the “Series 2022B Bonds” and together with the Series 2022A Bonds, the “Series 2022 Bonds”) as Additional Bonds pursuant to a First Supplement to Trust Indenture dated as of March 1, 2022 (the “First Supplement to Indenture” and together with the Original Indenture, the “Indenture”) between the Issuer

and the Trustee, and loaned the proceeds of the Series 2022 Bonds (the “Series 2022 Loan” and together with the Series 2017 Loan, the “Loan”) to the Borrower pursuant to the terms of the Second Amendment to Loan Agreement dated as of March 1, 2022 (the “Second Amendment to Loan Agreement” and together with the Original Loan Agreement, the First Amendment to Loan Agreement and this Third Amendment to Loan Agreement, the “Loan Agreement”) between the Borrower and the Issuer in order to (i) finance the costs of certain improvements to the Antelope Campus (the “Antelope Campus Improvements”) and the North Campus (the “North Campus Improvements” and together with the Antelope Campus Improvements, the “Series 2022 Improvements”) and (ii) reimburse the Borrower for a portion of the costs associated with the acquisition of the Additional Antelope Campus Parcel (and together with the Series 2022 Improvements, the “Series 2022 Facilities”); and

WHEREAS, the Utah Department of Transportation (“UDOT”) intends to take an additional 36 square feet of the Antelope Campus for the expansion of its West Davis Corridor; and

WHEREAS, in order to accomplish the foregoing purposes, the Issuer has authorized the execution and delivery of this Third Amendment to Loan Agreement to supplement the Original Loan Agreement, as amended.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows, provided that any obligation of the Issuer created by or arising out of this Third Amendment to Loan Agreement shall be a special, limited obligation of the Issuer as provided in Section 12.14 of the Original Loan Agreement.

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All terms defined in Article I of the Indenture and the Loan Agreement and not otherwise defined herein shall have the same meaning in this Third Amendment to Loan Agreement.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations and Covenants by the Borrower. The Borrower represents and warrants that the representations of the Borrower contained in the Original Loan Agreement, the First Amendment to Loan Agreement and the Second Amendment to Loan Agreement are true and correct as of the date hereof and the Borrower has not breached any of its covenants contained in the Original Loan Agreement, the First Amendment to Loan Agreement or the Second Amendment to Loan Agreement. Further, the Borrower represents and warrants that it is not in default under the Original Loan Agreement, the First Amendment to Loan Agreement, the

Second Amendment to Loan Agreement or any other Borrower Document and no event of default which with the passage of time or the giving of notice would constitute a default under the Original Loan Agreement, the First Amendment to Loan Agreement, the Second Amendment to Loan Agreement or any other Borrower Document has occurred.

Section 2.2 Borrower's Tax Covenants. The Borrower represents and warrants that the representations of the Borrower contained in Section 2.3 and Section 4.8 of the Original Loan Agreement, Section 2.2 of the First Amendment to Loan Agreement and Section 2.3 of the Second Amendment to Loan Agreement are true and correct as of the date hereof and the Borrower has not breached any of its covenants contained in Section 2.3 and Section 4.8 of the Original Loan Agreement, Section 2.2 of the First Amendment to Loan Agreement and Section 2.3 of the Second Amendment to Loan Agreement.

As of the date hereof, the Borrower affirms the representations and agrees to be bound by covenants made by the Borrower in Section 2.3 and Section 4.8 the Original Loan Agreement, Section 2.2 of the First Amendment to Loan Agreement and Section 2.3 of the Second Amendment to Loan Agreement. All covenants and obligations of the Borrower contained in Section 2.3 and Section 4.8 of the Original Loan Agreement, Section 2.2 of the First Amendment to Loan Agreement and Section 2.3 of the Second Amendment to Loan Agreement shall remain in effect and be binding upon the Borrower until all Series of Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of the Agreement or any provision for payment of principal of and premium, if any, and interest on the outstanding Series of Bonds and Loan Payments and release and discharge of the Indenture.

Section 2.3 Environmental Representations. The Borrower represents and warrants that the representations of the Borrower contained in Section 2.7 of the Original Loan Agreement, Section 2.3 of the First Amendment to Loan Agreement and Section 2.5 of the Second Amendment to Loan Agreement are true and correct as of the date hereof.

ARTICLE III

MISCELLANEOUS

Section 3.1 Amendments. Exhibit A attached to the Original Loan Agreement, the First Amendment to Loan Agreement and the Second Amendment to Loan Agreement are all hereby replaced in their entirety by Exhibit A attached to this Third Amendment to Loan Agreement.

Section 3.2 Execution Counterparts. This Third Amendment to Loan Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Third Amendment to Loan Agreement.

Section 3.3 Effective Date. This Third Amendment to Loan Agreement shall take effect immediately upon its execution and delivery by the Issuer, Trustee and Borrower.

Section 3.4 Severability. In the event any provision of this Third Amendment to Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.5 Confirmation of Loan Agreement. As supplemented and amended by this Third Amendment to Loan Agreement, the Original Loan Agreement is in all respects ratified and confirmed, and the Original Loan Agreement, the First Amendment to Loan Agreement, the Second Amendment to Loan Agreement and this Third Amendment to Loan Agreement shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the Original Loan Agreement as amended by the First Amendment to Loan Agreement and the Second Amendment to Loan Agreement shall apply and remain in full force and effect.

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Third Amendment to Loan Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

UTAH CHARTER SCHOOL FINANCE
AUTHORITY, as Issuer

By: _____
Chair

ATTEST:

By: _____
Secretary

SYRACUSE ARTS ACADEMY, a Utah
nonprofit corporation, as Borrower

By: _____

Name: _____

Title: _____

TERMS ACKNOWLEDGED AND ACCEPTED:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
Successor in interest to U.S. Bank National Association, as Trustee

By: _____

Name: Laurel Bailey

Title: Vice President

EXHIBIT A

PROPERTY DESCRIPTION

The following described real property is located in Davis County, Utah:

ANTELOPE CAMPUS

PARCEL 1:

[A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE CITY, DAVIS COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 1700 SOUTH AND 3000 WEST STREETS, SAID POINT ALSO BEING LOCATED SOUTH 89°49'43" EAST ALONG SECTION LINE 33.01 FEET AND SOUTH 00°10'17" WEST 33.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION, AND RUNNING THENCE SOUTH 89°49'43" EAST ALONG THE SOUTH LINE OF SAID 1700 SOUTH STREET 789.90 FEET; THENCE SOUTH 0°10'17" WEST 272.00 FEET; THENCE NORTH 89°49'43" WEST 51.95 FEET; THENCE SOUTH 0°09'23" WEST 177.91 FEET; THENCE NORTH 89°49'43" WEST 381.88 FEET; THENCE NORTH 0°09'23" EAST 177.91 FEET; THENCE NORTH 89°49'43" WEST 356.01 FEET TO THE EAST LINE OF 3000 WEST STREET; THENCE NORTH 00°09'07" EAST 272.00 FEET ALONG THE EAST LINE OF 3000 WEST STREET TO THE POINT OF BEGINNING.

CONTAINING 282,788 SQ FT OR 6.49 ACRES OF LAND.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DEEDED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN BOOK 6348, PAGE 349:

A PARCEL OF LAND IN FEE FOR A STATE ROUTE TRAFFIC SIGNAL KNOWN AS PROJECT NO. S-0127(4)1, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NW1/4 NW1/4 OF SECTION 16, T. 4N, R. 2W, S.L.B.&M., THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SR-127 AND THE EAST RIGHT OF WAY LINE OF 3000 WEST, WHICH POINT IS 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 52+45.63, WHICH POINT ALSO BEING 33.00 FEET (33.01 FEET BY RECORD) SOUTH 89°49'43" EAST ALONG THE NORTH SECTION LINE OF SAID SECTION 16, AND 33.00 FEET SOUTH 00°10'17" WEST FROM THE NORTHWEST CORNER OF SAID SECTION 16 AND RUNNING THENCE SOUTH 89°49'43" EAST 29.55 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SR-127 TO A POINT BEING 63.43 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 52+45.63; THENCE SOUTH 45°05'47" WEST 41.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID 3000 WEST AND TO A POINT BEING 33.88 FEET

PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 52+16.03; THENCE NORTH 00°09'32" EAST 29.62 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING AS DEEDED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN BOOK _____, PAGE _____ :

PROJECT PARCEL NO. R199:583B:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4 NW1/4 of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR 67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly boundary line of said entire tract, said point being in the southerly right of way line of Antelope Drive of said Project at a point 55.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+20.81, which point is 33.01 feet S.89°49'43"E. along the Section line and 41.21 feet S.00°10'17"W. and 642.98 feet S.89°49'43"E. from the Northwest Corner of said Section 16; and running thence S.89°49'43"E. 4.69 feet along said southerly right of way line; thence S.22°53'07"E. 6.52 feet to a point 61.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+28.06; thence N.89°49'43"W. 7.25 feet, parallel with said right of way control line, to a point 61.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+20.81; thence N.00°09'59"E. 6.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 36 square feet in area or 0.001 acre.

(Note: Rotate above bearings 00°20'43" clockwise to equal Highway bearings)

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING THREE PARCELS:

PROJECT PARCEL NO. R199:583:

A parcel of land in fee, being part of an entire tract of property, situate in the Northwest quarter of the Northwest quarter of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract which point is 33.01 feet South 89°49'43" East along the section line and 33.00 feet South 00°10'17" West and 29.54 feet South 89°49'43" East from the Northwest corner of said Section 16 and running thence South 89°49'43" East 636.44 feet along the Northerly boundary line of said entire tract; thence South 22°49'46" East 8.88 feet to a point 55.73 feet perpendicularly distant Southerly from the Antelope Drive right of

way control line, opposite Engineers Station 7024+47.21; thence North 89°49'43" West 648.06 feet to the Westerly boundary line of said entire tract at a point 55.68 feet perpendicularly distant Southerly from the Antelope Drive right of way control line of said Project, opposite Engineers Station 7017+99.15; thence North 45°05'47" East 11.54 feet along said Westerly boundary to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate above bearings 00°20'43" clockwise to equal NAD83 Highway bearings)

PROJECT PARCEL NO. R199:583:A:

A parcel of land in fee, being part of an entire tract of property, situate in the Northwest quarter of the Northwest quarter of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract which point is 33.01 feet South 89°49'43" East along the section line and 33.00 feet South 00°10'17" West and 789.90 feet South 89°49'43" East from the Northwest corner of said Section 16 and running thence South 00°10'17" West 35.02 feet along the Easterly boundary line of said entire tract to a point 154.09 feet perpendicularly distant Westerly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1745+25.43; thence North 34°59'57" West 1.80 feet to a point 154.47 feet perpendicularly distant Westerly from the SR-67 right of way control line of said Project, opposite Engineers Station 1745+27.19; thence North 22°49'46" West 36.45 feet, parallel with said right of way control line, to the Northerly boundary line of said entire tract at a point 154.47 feet perpendicularly distant Westerly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1745+63.64; thence South 89°49'43" East 15.28 feet along said Northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate above bearings 00°20'43" clockwise to equal NAD83 Highway bearings)

PROJECT PARCEL NO. R199:583:C:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4 NW1/4 of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR 67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and the westerly highway right of way and no-access line of said Project, which point is 33.01 feet S.89°49'43"E. along the section line and 33.00 feet S.00°10'17"W. and 774.62 feet S.89°49'43"E. from the Northwest Corner of said Section 16; and running thence along said westerly highway right of way and no-access line the following two (2) courses and distances: (1) S.22°49'46"E. 36.45 feet, parallel with the SR-67 right of way control line of said Project; (2) thence S.34°59'57"E. 1.80 feet to the easterly boundary line of said entire tract; thence S.00°10'17"W. 129.64 feet along said easterly boundary line to a point 204.75 feet perpendicularly distant westerly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1744+06.10; thence N.22°49'46"W. 14.16 feet, parallel with said right of way control line, to a point 204.75 feet perpendicularly distant westerly from the SR-67 right of way control line of said Project, opposite Engineers Station 1744+20.26; thence N.47°46'02"W. 117.93 feet to a point 254.47 feet

perpendicularly distant westerly from the SR-67 right of way control line of said Project, opposite Engineers Station 1745+27.19; thence N.22°49'46"W. 78.90 feet, parallel with said right of way control line, to the northerly boundary line of said entire tract at a point 254.47 feet perpendicularly distant westerly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1746+06.09; thence S.89°49'43"E. 108.64 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate above bearings 00°20'43" clockwise to equal NAD83 Highway bearings)

Tax Id No.: 12-091-0105

PARCEL 2: Intentionally Deleted

PARCEL 3: (Additional Land)

A part of the Northwest quarter of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah.

Beginning at a point on the East right-of-way line of 3000 West Street as it exists at a 33.00 foot half-width, being 305.00 feet South 00°09'33" West along the section line, and 33.00 feet South 89°50'27" East from the Northwest corner of said Section 16; running thence South 89°49'37" East 356.00 feet; thence South 00°09'29" West 178.01 feet; thence South 89°49'37" East 381.88 feet; thence North 00°09'29" East 178.01 feet; thence South 89°49'37" East 59.23 feet to the West line of the proposed Utah Department of Transportation property; thence six (6) courses along said Westerly line as follows: (1) South 00°12'56" West 28.76 feet; (2) South 14°14'45" East 18.97 feet; (3) South 22°47'06" East 369.45 feet; (4) South 26°48'07" East 0.38 feet to the North line of Fremont Park Subdivision, as recorded with the Davis County Recorder; (5) North 89°47'06" West 0.16 feet; and (6) South 26°50'38" East 530.53 feet; thence North 89°59'54" West 905.10 feet; thence North 00°07'10" East 19.00 feet; thence North 89°49'17" West 43.01 feet; thence North 00°09'33" East 456.85 feet to and along the East line of Lot 1, said Fremont Park Subdivision to said North line thereof; thence North 89°47'06" West 238.60 feet along said north line to the East right-of-way line of 3000 West Street; thence North 00°09'33" East 386.96 feet along said East line to the point of beginning.

(Note: Description bearings rotated 0°20'33" clockwise from NAD83 Utah North Zone Bearings)

TAX PARCEL NOS.: 12-091-0091, 0096, 0097 & 12-717-0002]

NORTH CAMPUS

ALL OF LOT 1, NINIGRET NORTH SUBDIVISION II-SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 20, 2015, AS ENTRY NO. 2855159 IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

TAX PARCEL NO. 12-819-0001

WHEN RECORDED, MAIL TO:

Jacob Carlton, Esq.
Gilmore & Bell, P.C.
15 West S. Temple, Suite 1450
Salt Lake City, Utah 84101

Tax Parcel Nos:12-091-0105

DEED OF PARTIAL RECONVEYANCE

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, successor in interest to U.S. Bank National Association, as Trustee (the “**Trustee**”) under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the “**Deed of Trust**”), executed by SYRACUSE ARTS ACADEMY, a Utah nonprofit corporation, as trustor (the “**Trustor**”), to Trustee, for the benefit of UTAH CHARTER SCHOOL FINANCE AUTHORITY (the “**Authority**”), dated as of February 1, 2017 and recorded February 14, 2017 in the Official Records of Davis County, Utah (the “**Official Records**”), as Entry No. 3002414 in Book 6703 at Page 375, as amended by that First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of August 6, 2021 and recorded August 11, 2021 in the Official Records, as Entry No. 3408412 in Book 7820 at Page 2589 and as further amended by that Second Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of March 17, 2022 and recorded March 21, 2022 in the Official Records, as Entry No. 3464475 in Book 7970 at Page 574. The interest of the Authority was assigned to U.S. Bank Trust Company, National Association (the “**Beneficiary**”) as successor in interest to U.S. Bank National Association by an Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of February 14, 2017 and recorded February 14, 2017 as Entry No. 3002436 in Book 6703 at Page 481. Said Deed of Trust and Assignment affect real property located in Davis County, Utah being further described as follows:

See Exhibit “A” attached hereto.

Pursuant to a request of the Beneficiary, Trustee does hereby partially reconvey, without recourse, representation or warranty, to the person or persons entitled thereto, only that portion of the trust property as described herein now held by Trustee under the Deed of Trust, and for and in consideration of the partial payment of the indebtedness secured by the Deed of Trust, does hereby partially release and discharge the property from all liens and indebtedness held by the undersigned as secured by the Deed of Trust.

IN WITNESS WHEREOF, the Beneficiary and Trustee have executed this instrument as of the Release Date.

BENEFICIARY/TRUSTEE

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, successor in interest to U.S. Bank National Association

By: _____
Title: _____

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared _____ who is the _____ of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION and that the foregoing instrument was signed on behalf of said National Association.

NOTARY PUBLIC

EXHIBIT "A"
Legal Description

PROJECT PARCEL NO. R199:583B:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4 NW1/4 of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR 67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly boundary line of said entire tract, said point being in the southerly right of way line of Antelope Drive of said Project at a point 55.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+20.81, which point is 33.01 feet S.89°49'43"E. along the Section line and 41.21 feet S.00°10'17"W. and 642.98 feet S.89°49'43"E. from the Northwest Corner of said Section 16; and running thence S.89°49'43"E. 4.69 feet along said southerly right of way line; thence S.22°53'07"E. 6.52 feet to a point 61.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+28.06; thence N.89°49'43"W. 7.25 feet, parallel with said right of way control line, to a point 61.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+20.81; thence N.00°09'59"E. 6.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 36 square feet in area or 0.001 acre.

(Note: Rotate above bearings 00°20'43" clockwise to equal Highway bearings)



SAA Board of Director's Meeting Wednesday, March 15, 2023

Action Item: *Antelope Campus 2023-2024 School LAND Trust Plan*

Issue:

Each year SAA receives School LAND Trust revenue from the state to be applied to the specific needs of each campus.

Background:

The Antelope campus School LAND Trust Committee met on March 15th, to discuss and vote on goals and expenditures for the 2023-2024 school year. The Antelope campus has been allocated **\$144,895.44**. The Antelope campus will focus their goals on the following:

Goal 1

- ★ By the end of the 2023-2024 school year, grades K-2 will increase the number of students reading at or above benchmark by 2%. This will be done by maintaining two reading intervention teaching assistants paying for their salary and benefits.

Goal 2

- ★ By the end of the 2023-2024 school year, increase the number of students proficient in Math by 3%. This will be done by maintaining three math intervention teaching assistants paying for their salary and benefits.

Goal 3

- ★ To ensure academic success by providing additional tier-three support for struggling students in language arts and mathematics and to provide additional software support for all students in language arts and mathematics. Lower the number of students failing in math and language arts by 5% and increase math and language arts growth scores by 3% in each grade level as measured by the end of level testing. This will be done by hiring a student advocate and specialist to teach an options class paying for their salary and benefits and purchase ALEKS and Read 180 licenses.

Goal 4

- ★ Multiyear goal of providing one-to-one Chromebooks for each student. We are on a three-year rotation with our Chromebooks. A student receives a Chromebook

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

when coming into the school in 7th grade and keeps that Chromebook through their 9th grade. We will use Land Trust funds to supplement the purchase of new Chromebooks for our incoming 7th grade students. We will purchase the Chromebooks this summer so they are ready for the beginning of the school year. Chromebooks allow all students to access digital curriculum, CANVAS, to Google Suite, Adobe Suite, research and communication between students and teachers.

Recommendation:

It is recommended that the board approve the 2023-2024 School LAND Trust Plan for the Antelope Campus.

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In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Upcoming School Plan 2023-2024 - Syracuse Arts Academy - Antelope

Please Finish your Plan Submission

Goal #1

close

State Goal

close

By the end of the 2023 -2024 school year, grades K - 2 will increase the number of students reading at or above benchmark by 2%.

Academic Area

close

- English/Language Arts

Measurements

close

Reading at grade level is an essential skill for all students. The data from the Acadience Benchmark Assessment Composite will be used to measure growth in the area of

reading for the 2023-2024 school year from BOY to EOY. Our goal is to increase the number of K-2 students reading at benchmark by 2%.

Action Plan Steps and Expenditures

close

1. Maintain teaching assistants to provide assistance in small group reading instruction.
2. Teaching assistants will provide reading interventions to students below benchmark in grades K-3.
3. Teaching assistants will progress monitor students using Acadience Progress Monitoring assessments based on recommended state guidelines.
4. Teaching assistants will collect Acadience Benchmark data 3 times during the year to determine progress of all K-3 students.

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Teaching Assistants for reading intervention and support	\$40,000.00
	Total:	\$40,000.00

Digital Citizenship/Safety Principles Component

close

No

Goal #2

close

State Goal

close

By the end of the 2022 -2023 school year, increase number of students proficient in Math by 3%.

Academic Area

close

- Mathematics

Measurements

close

RISE Math Scores 2021-2022 for students in grades 3-6 was 51% proficiency. It is critical to improve the percent of students that are proficient in mathematics. RISE EOY Summative test data will be used to measure the percentage of 3 - 6 grade students who reach proficiency on mathematics standards as determined by the Utah State framework for math.

Action Plan Steps and Expenditures

close

1. Maintain teaching assistants to support students.
2. Teaching Assistants will provide interventions to students needing additional Math instruction to reach mastery.
3. Administer interim and benchmark assessments to guide instruction and improve student achievement.
4. Teaching Assistants will collect data regularly to identify gaps and determine remediation needed for identified students.

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Teaching assistants for math intervention and support	\$40,000.00
	Total:	\$40,000.00

Digital Citizenship/Safety Principles Component

close

No

Goal #3

close

State Goal

close

To ensure academic success by providing additional tier-three support for struggling students in language arts and mathematics and to provide additional software support for all students in language arts and mathematics. Lower the number of students failing in math and language arts by 5% and increase math and language arts growth scores by 3% in each grade level as measured by end of level testing.

Academic Area

close

- College and Career Readiness
- English/Language Arts
- Graduation Rate Increase
- Mathematics

Measurements

close

This is a multi--year goal to increase student proficiency and student growth scores at Syracuse Arts Academy. In mathematics, the school is performing well above State averages. General student scores are now above pre-Covid levels. Our goal is to close gaps in achievement of specific categories such as Hispanic, African-American, economically disadvantaged, and special education students compared to the general population. The same goal applies to Language Arts students. We will measure this by end-of-level Rise and Aspire Plus results. We want to lower the number of students failing these core classes by 5% and see growth increase by 3% across all grade levels.

Action Plan Steps and Expenditures

close

1. Hire a student advocate to support and encourage students who are struggling academically, socially, emotionally and help them create plans for success. \$25,000
2. Provide students with extra support by providing an options class to help students with executive functioning skills. \$10,000
3. Purchase additional licenses for ALEKS (Mathematics) and Read 180 (language arts) to provide additional support to struggling readers and all math students. \$4,000

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Student advocate, partial options personnel salary	\$35,000.00
Software < \$5,000	Purchase of ALEKS and Read 180 licenses.	\$3,000.00
	Total:	\$38,000.00

Digital Citizenship/Safety Principles Component

close

No

Goal #4

close

State Goal

close

Multi year goal of providing one-to-one Chromebooks for each student. We are on a three year rotation with our Chromebooks. A student receives a Chromebook when coming into the school in 7th grade and keeps that Chromebook through their 9th grade. We will use Land Trust funds to supplement the purchase of new Chromebooks for our incoming 7th grade students. We will purchase the Chromebooks this summer so they are ready for the beginning of the school year. Chromebooks allow all students to access digital curriculum, CANVAS, to Google Suite, Adobe Suite, research, and communication between students and teachers.

Academic Area

close

-
- College and Career Readiness
 - Educational Technology/Library/Media
 - English/Language Arts
 - Financial Literacy
 - Fine Arts
 - Health
 - Mathematics
 - Physical Education
 - Science
 - Social Studies
 - World Languages
-

Measurements

close

Each incoming 7th grade student will be given a new Chromebook.

Action Plan Steps and Expenditures

close

1. Purchase Chromebooks
2. Assign a Chromebook to each student at registration.

Digital Citizenship/Safety Principles Component

close

No

Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Software < \$5,000	\$3,000.00
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$115,000.00
Total:	\$118,000.00

Funding Estimates - Please Update

Estimates	Totals
Carry-over from 2021-2022	\$62,396.45

Estimates	Totals
Distribution for 2022-2023	\$136,519.45
Total Available Funds for 2022-2023	\$198,915.90
Estimated Funds to be Spent in 2022-2023	\$
	0
Estimated Carry-over from 2022-2023	\$198,915.90
Estimated Distribution for 2023-2024	\$144,895.44
Total Available Funds for 2023-2024	\$343,811.34
Summary of Estimated Expenditures for 2023-2024	\$118,000.00
Estimated Carry-over to 2024-2025	\$225,811.34

The Estimated Distribution is subject to change if student enrollment counts change.

Estimated Carry-over

Please explain why the Estimated Carryover to 2024 - 2025 of \$225811.34 is more than the 10 % of the Estimated Distribution for 2023 - 2024 of \$144895.44.

Publicity

- School newsletter
- School website
- Sticker and stamps that identify purchases made with School LAND Trust funds.

BACK



SAA Board of Director's Meeting Wednesday, March 15, 2023

Action Item: *North Campus 2023-2024 School LAND Trust Plan*

Issue:

Each year SAA receives School LAND Trust revenue from the state to be applied to the specific needs of each campus.

Background:

The School LAND Trust provides funding for schools that support academic needs. The SAA North Campus has been given **\$105,718.94** for the 2023-2024 school year. A School LAND Trust plan has been written and received the trust land committee approval that met on February 15, 2023. The North campus will focus their goals on the following:

Goal #1

- ★ Math scores will increase on Unit Test (pre and post test) in 1st thru 3rd grade by 10% using MyMath curriculum. Scores will be submitted by February 1, 2024. This will be done by hiring five tutors paying for their salary and benefits, Math Night take home games, and purchase a dye cut machine and supplies.

Goal #2

- ★ 3rd grade will increase their DIBELS Maze score by 5% from the beginning of the school year to mid-year. This will be done by hosting a parent Literacy Night in March.

Goal #3

- ★ Students in the 3rd grade will increase scores by 10% taking a Math unit test prior to February 1, 2023. 3rd grade students will increase DIBELS Maze scores (Language Arts) by 5% from beginning of year to the middle of the year 2024. This will be done by student performing an informance once a year for parents and purchasing Readers Theatre curriculum.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

Recommendation:

It is recommended that the board approve the 2023-2024 School LAND Trust Plan for the North Campus.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Upcoming School Plan 2023-2024 - Syracuse Arts Academy - North

Please Finish your Plan Submission

Goal #1

close

State Goal

close

Math scores will increase on Unit Tests (pre and post test) in first thru 3rd grade by 10% using My Math curriculum. Scores will be submitted by February 1, 2024.

Academic Area

close

- Mathematics

Measurements

close

The requirements by the state regarding math achievement has become increasingly rigorous and intense. The state will require next year's achievement scores 1-3rd grade to increase significantly.. Our scores in Math for the younger grades will be

documented by the state office of education. Acadience Math is on the forefront and we hope to meet the state standards.

Action Plan Steps and Expenditures

close

1. Administer beginning, middle and end of year Acadience benchmarks for each grade level.
2. Identify struggling learners by using the same parameters of DIBELS.
3. All students below and well below grade level benchmark scores will receive RTI intervention in Mathematics 4 days per week in a small group setting.
4. Acadience math progress monitors will be administered to determine effectiveness of intervention.
5. Grade level teams will meet monthly to review data and determine further steps for intervention.

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Five tutors will be hired and receive ongoing training by our Math Specialist and teachers. Teachers and tutors will review the data, classroom performance in Teir 1 math. The teachers and the coach will group students according to their academic math needs and will provide intervention in the specific identified areas that are below benchmark. Students who achieve grade level benchmark during the school year and test out of benchmark intervention groups will still receive progress monitoring to insure continued growth.	\$76,342.50
	Total:	\$78,342.50

Category	Description	Estimated Cost
Books, Ebooks, online curriculum/subscriptions	Students and parents will be invited to participate in a hands on Math night held once during the school year. Students can earn take home math games at the conclusion of the math celebration.	\$1,000.00
Expendable items that are consumed, wornout or lose identity through use (paper, science and art supplies), food for a cooking class, a field trip, or a parent night (consistent with LEA policy)	Purchase of Dye cut machine with supplies to help facilitate fractions, numbers and mathematical equations	\$1,000.00
	Total:	\$78,342.50

Digital Citizenship/Safety Principles Component

close

No

Goal #2

close

State Goal

close

Third grade will increase their DIBELS Maze score by 5% from the beginning of the school year to mid year.

Academic Area

close

-
- English/Language Arts
-

Measurements

close

Third grade students will participate in Beginning of the Year DIBELS Maze benchmarking and mid year Benchmarking. Monthly Maze progress monitoring as prescribed will be completed.

Action Plan Steps and Expenditures

close

-
1. Students will participate in DIBELS Maze assessment two weeks after school begin in the fall.
 2. Upon completion of Maze Benchmark data analysis students performing below or well below grade level on the Maze will be given MAZE interventions monthly.
 3. Those identified students will have targeted interventions four days a week in small groups taught by reading interventionists.
 4. Parents and students will be invited to a literacy night that will be held at the school.
-

Category	Description	Estimated Cost
Contracted Services (counseling, library and media support, employee training including professional development not requiring an overnight stay)	1. Syracuse Arts will have a Literacy Night once a year where parents can listen to presenters and staff teach skills on working with their students at home in Language Arts. 2. Guests will be invited to present at the Literacy Night for small group discussion. 3. Literacy night will be sponsored by the faculty and Parent Organization in March of 2024,	\$1,000.00
	Total:	\$1,000.00

Digital Citizenship/Safety Principles Component

close

No

Goal #3

close

State Goal

close

Students in third grade will increase scores by 10% taking a Math unit test prior to February 1, 2023. Third grade students will increase DIBEL Maze scores (Language Arts) by 5% from the Beginning of the Year to the Middle of the year, 2024.

Academic Area

close

- English/Language Arts
- Fine Arts
- Mathematics

Measurements

close

1. Unit test scores will be given to the third grade students using "My Math", the core math curriculum used at Syracuse Arts Academy. 2. The statewide DIBELS reading assessment includes MAZE testing (our lowest score in the DIBELS testing) which is given at the beginning of the school year, mid and end of school year. Growth will be evaluated mid year for third grade students

Action Plan Steps and Expenditures

close

-
1. Teachers will work with the students in math using the core curriculum.
 2. Teachers will determine unit pre and post tests to be given to all third grade students.
 3. Explicit teaching in the specific math unit will be given following a post test.
 4. DIBELS Maze testing will be given at the beginning of the school year.
 5. Those students who require additional support will receive small group tutoring with the certified teacher four times per week.
 6. RTI will be provided to those students who could benefit from intensive help.

Category	Description	Estimated Cost
Expendable items that are consumed, wornout or lose identity through use (paper, science and art supplies), food for a cooking class, a field trip, or a parent night (consistent with LEA policy)	1. Students will participate daily in one of the following areas: art, music, or movement. 2. The fine art specialist will teach 45 minutes per day areas of their specialty that includes the specific curriculum that students are learning, emphasizing the arts. 3. Students will perform an informance once a year for parents and the student body in sharing the sharing of arts with the curriculum. 4. Teachers will use arts integration as an essential part of their lesson plan.	\$20,388.76
Technology related supplies < \$5,000 each - devices, computers, E-readers, flash drives, cables, monitor stands	1. Teachers grades 3-6 will work with students in using Readers Theatre Curriculum. 2. The faculty will participate in a training using Readers Theatre. 3. Students will perform using Reader's Theatre in the classroom and library. 4. Performances for parents and other student body guests will be performed at least once a year.	\$1,500.00
	Total:	\$21,888.76

Digital Citizenship/Safety Principles Component

close

No

Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Expendable items that are consumed, wornout or lose identity through use (paper, science and art supplies), food for a cooking class, a field trip, or a parent night (consistent with LEA policy)	\$21,388.76
Technology related supplies < \$5,000 each - devices, computers, E-readers, flash drives, cables, monitor stands	\$1,500.00
Contracted Services (counseling, library and media support, employee training including professional development not requiring an overnight stay)	\$1,000.00
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$76,342.50
Books, Ebooks, online curriculum/subscriptions	\$1,000.00
Total:	\$101,231.26

Funding Estimates - Please Update

Estimates	Totals
Carry-over from 2021-2022	\$2,251.28
Distribution for 2022-2023	\$98,979.98
Total Available Funds for 2022-2023	\$101,231.26
Estimated Funds to be Spent in 2022-2023	\$ <input style="width: 100px; height: 20px; border: 1px solid black;" type="text" value="0"/>
Estimated Carry-over from 2022-2023	\$101,231.26
Estimated Distribution for 2023-2024	\$105,718.94
Total Available Funds for 2023-2024	\$206,950.20
Summary of Estimated Expenditures for 2023-2024	\$101,231.26
Estimated Carry-over to 2024-2025	\$105,718.94

The Estimated Distribution is subject to change if student enrollment counts change.

Estimated Carry-over

Please explain why the Estimated Carryover to 2024 - 2025 of \$105718.94 is more than the 10 % of the Estimated Distribution for 2023 - 2024 of \$105718.94.

Funding Changes

There are times when the planned expenditures in the goals of a plan are funded by the LEA, a grant, or another unanticipated funding source leaving additional School LAND Trust funds to implement the goals. How will the council spend the funds to implement the goals in this plan?

Additional hours for tutoring with the students in Math will be provided

Publicity

- School newsletter
- School website

Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
3	0	1	2023-02-15

BACK



**SAA Board of Directors Meeting
Wednesday, March 15, 2023**

Action Item: *Jr. High Washington DC Student Trip*

Issue:

The board approves all expenses and purchases over \$25,000.

Background

Last fall, the Jr. High Honor Guard participated in a Veteran's History Project where they interviewed and recorded the oral history of veterans that will be housed in the Library of Congress. This is a once in lifetime opportunity for them to go see their published recordings in Washington DC at the Library of Congress. The Honor Guard will be traveling to Washington DC, **March 28 to April 1, 2023**. Below is a chart of projected expenses for airfare, hotels, etc.

Item	Amount
(4) School Chaperones @ \$1,820	\$7,280
(7) Students @ \$1,200*	\$8,400
(8) Parents @ \$1,820*	\$14,560
TOTAL:	\$32,240

*This amount has already been paid by students and parent. The School will subsidize the cost for the chaperones.

Recommendation

It is recommended that the board approve the Junior High Honor Guard student trip expense to Washington DC not to exceed \$35,000.

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