



## Saint Michael the Archangel Parish

311 Washington Road

Pittsburgh, PA 15216

Phone: 412-561-3300 Fax: 412-563-0211

Our Lady of Grace Church

310 Kane Blvd.

Pittsburgh, PA 15243

Saint Bernard Church

311 Washington Rd.

Pittsburgh, PA 15216

November 5, 2021

### **Letter of Intent to Lease/Lease to Purchase**

ADDRESS:	1734 Bower Hill Rd, Pittsburgh, PA 15243
TENANT:	Dogwood Charter School
LANDLORD:	St. Michael the Archangel Parish
PREMISES:	The leased space shall consist of approximately 50,000 Square Feet. The rental space is a Free-Standing Building.
USE:	The Landlord understands that the property shall be used for grades K-8. Tenant may expand grade levels in the future.
LEASE TERM:	Five (5) year Initial Lease Term, with purchase option
LEASE COMMENCEMENT:	July 1, 2022. Tenant shall have access to the building upon signature of the lease to obtain zoning approval, state and local permits and to begin renovation or construction.
RENEWAL OPTIONS:	One (1): Five Year renewal option at FMV.
RENTAL RATE:	The lease will be subject to the following gross rent schedule: The initial rent will be a minimum of \$100,000/annually or 10% of the school's gross revenue, which ever amount is greater.
TENANT IMPROVEMENT ALLOWANCE:	Landlord shall deliver the property with building system in good working order. Building Structure, Roof, Plumbing, Electrical, Sprinkler, HVAC and Environmental shall be delivered in good condition. Landlord to supply a driveway to allow school buses to circle the building without reversing. Tenant to complete improvements at sole cost and expense per a mutually agreed upon plan.
UTILITIES:	Utilities are separately metered. Tenant to pay for utilities directly to the service provider.
FINANCING:	Tenant is engaged in the charter application process in accordance with Pennsylvania's Charter School Law. If a Charter Agreement is executed, the charter school will be funded under 24 PS. 17-1724-A, which mandates that the charter school shall perceive a per pupil allocation from an enrolled student's district of residence on a monthly basis beginning on July 1 of each school year, on the fifth day of the month until June 30th. IF the student is designated as a student with a

disability under the Individuals with Disabilities Education Act, the charter school shall receive a per pupil special education allocation from the student's district of residence. The Charter School may also receive other state and federal grants and subsidies.

**TERMINATION RIGHT:** Tenant shall have an ongoing right to terminate this Lease if Chartiers Valley School District (and all other applicable governmental bodies having jurisdiction over Tenant or Sub-Tenant School) in the Commonwealth of Pennsylvania, including their respective assigns or successors, the authorizer of the Sub-Tenant's (including its successors and assigns) or School's right to operate a school (collectively, the "Authorizer"), suspends, revokes, limits, conditions, fails to renew, or takes any other action so that Tenant's (including its successors and assigns) or Sub-Tenant's right to operate a school is suspended, revoked, non-renewed, substantially limited or conditioned as to make Tenant's or Sub-Tenant's business unviable, voided or terminated. Tenant may invoke the right to an early termination of the Lease upon 180 days' written notice to Landlord and shall pay to Landlord a termination fee equal to the then unamortized amount of the any initial Tenant Improvements and real estate commissions pursuant to an amortization schedule which will be attached as an exhibit to the Lease (if applicable).

If the Sub-Lessee is not in the possession of an executed charter from the Chartiers Valley School District or any other applicable authorizer to operate a charter school in Chartiers Valley School District by June 30, 2022, Tenant may terminate the Lease and, in such event, the Landlord shall retain the security deposit.

**SECURITY DEPOSIT:** Tenant will pay to Landlord a security deposit of two (2) month's rent or \$15,000 at the time of the signing of the lease.

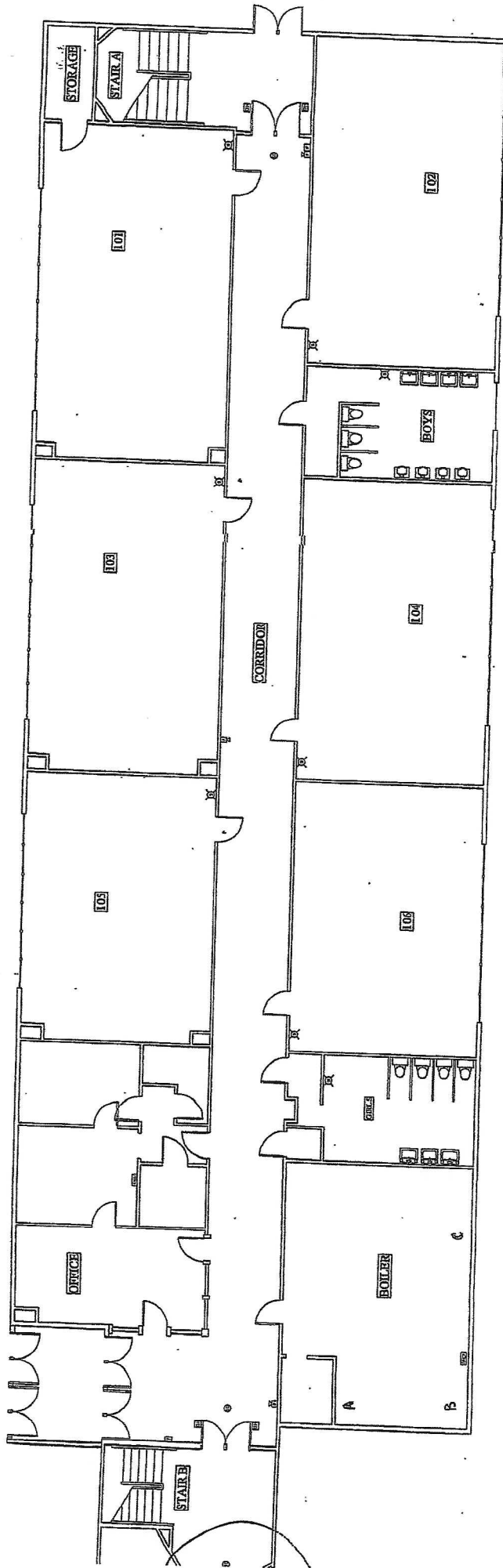
This Letter of Intent is intended solely as a preliminary expression of general intentions to lease. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully negotiated, executed and delivered by the parties. This Letter of Intent is contingent upon the awarding and execution of a charter by Chartiers Valley School District under Pennsylvania's Charter School Law. The only legal obligations which any party shall have shall be those contained in a signed and delivered Lease Agreement, executed by both parties.

## First Floor (Older Half)

Rooms 101 - 106; School Office; Nurse's Room; Principal Office; Boiler Room

### Points of Interest:

- A. Nurse's Room contains the fire alarm panel. An enunciator is also located just inside the second set of doors at the front entrance.
- B. Boiler Room contains the water shutoff (A); the electrical shutoff (B) and the gas shutoff (C).



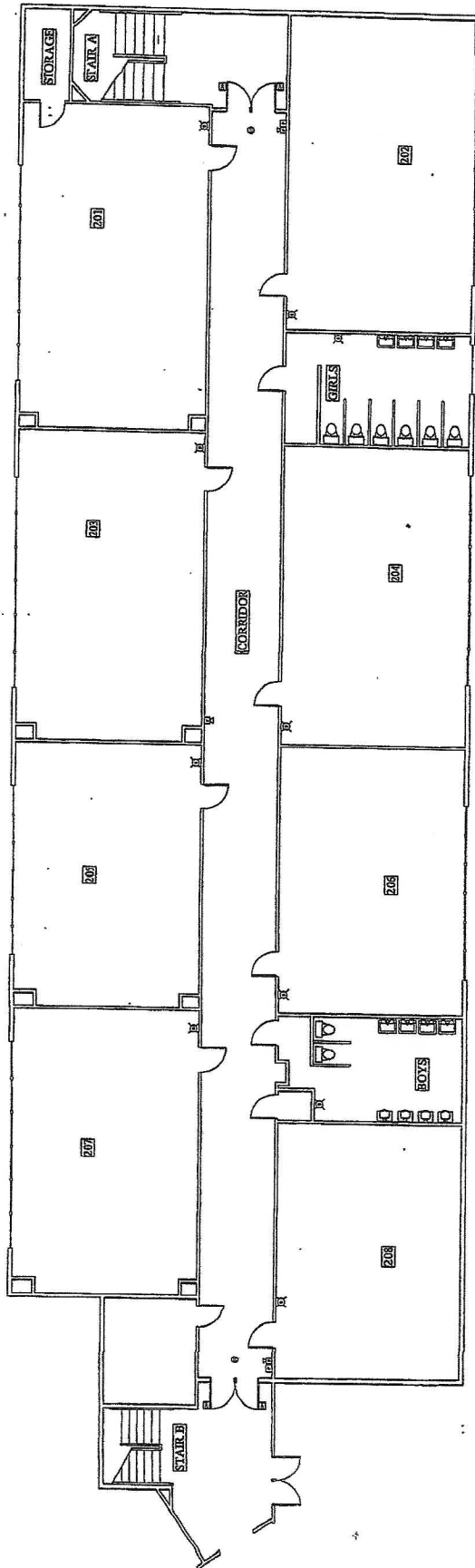
FIRST FLOOR PLAN

Second Floor (Older Half)

Rooms 201 - 208; Janitor's Closet

Points of Interest:

Janitor's closet contains all cleaning supplies and paper products and the roof hatch access.

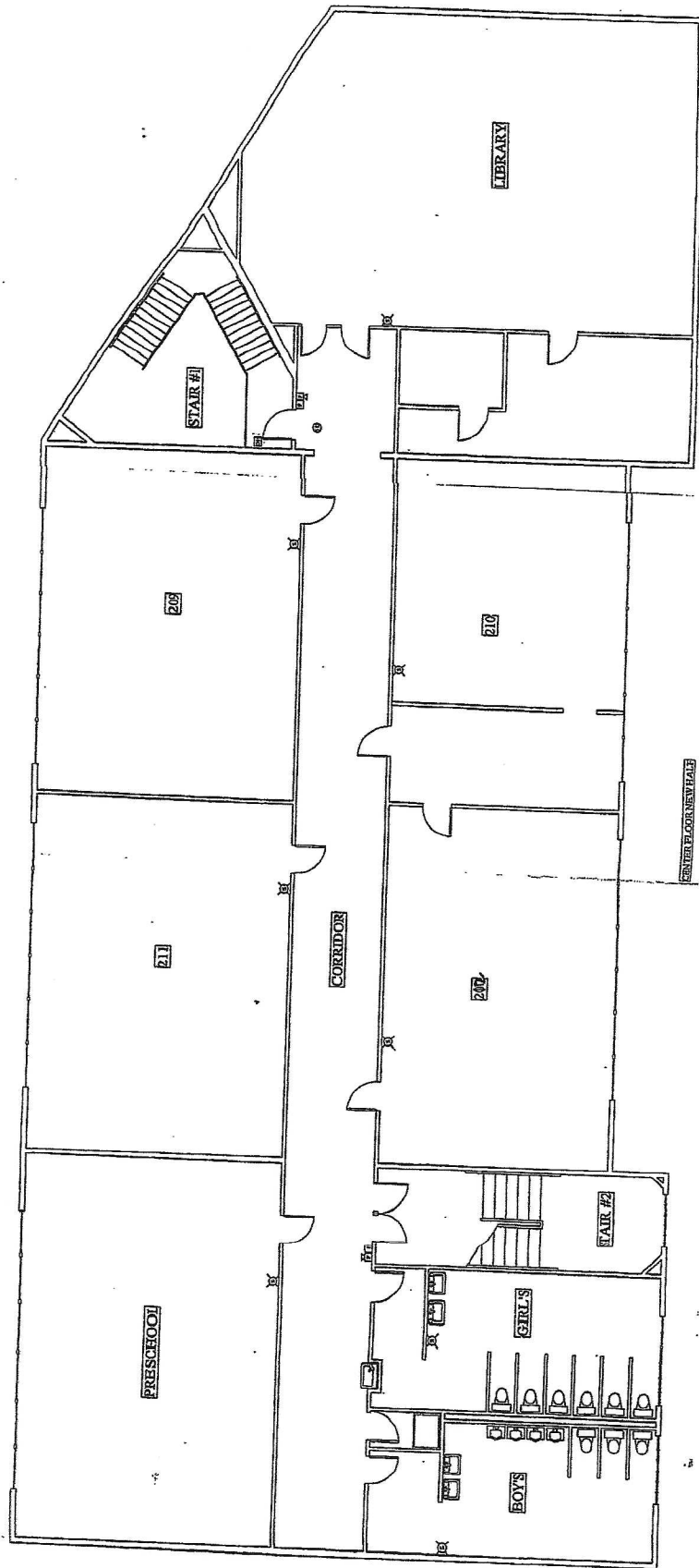


Center Floor (New Half)

Rooms 209 - 213 and Library

Points of Interest:

Room 212 is the computer room that contains the phone system and cable system.



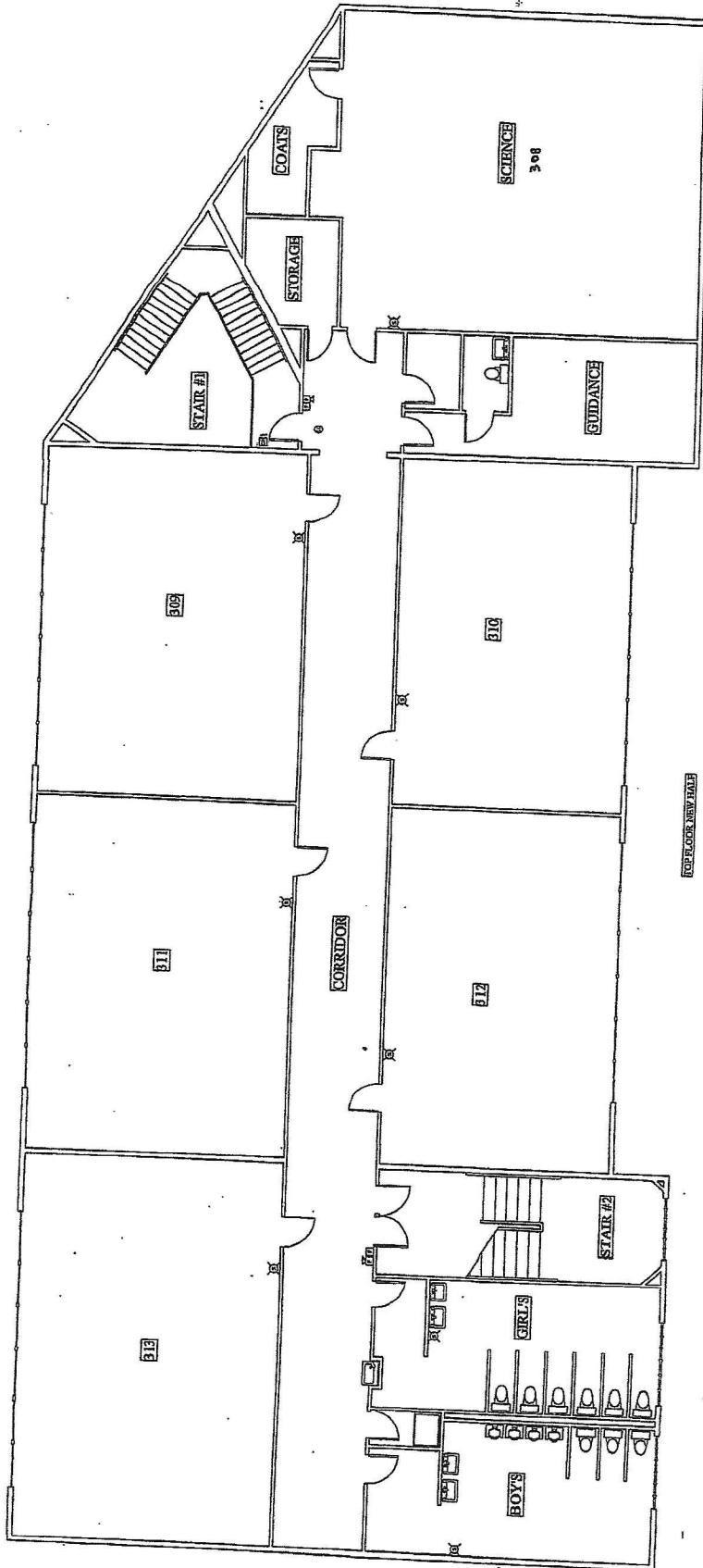


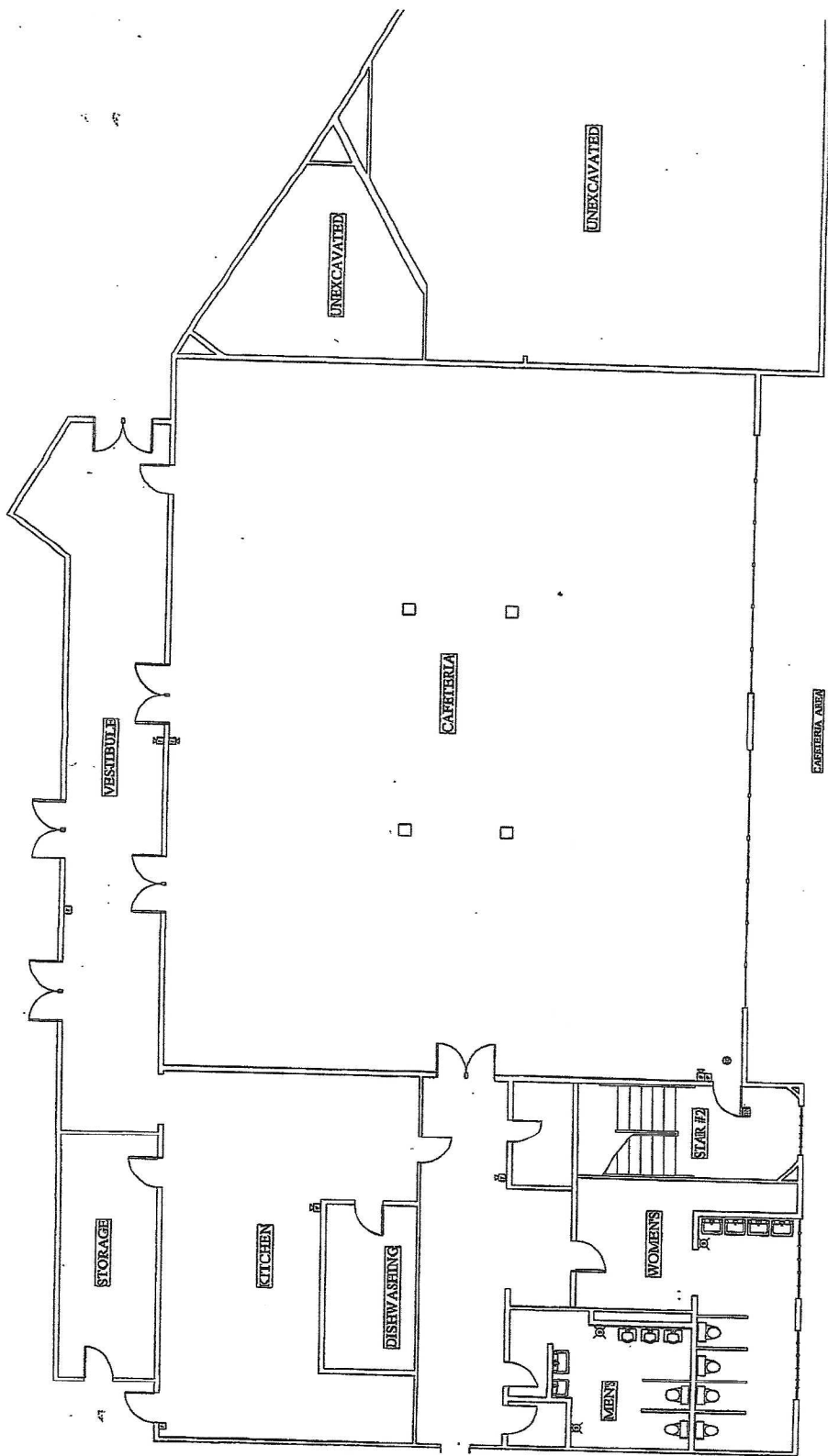
**Top Floor (New Half)**

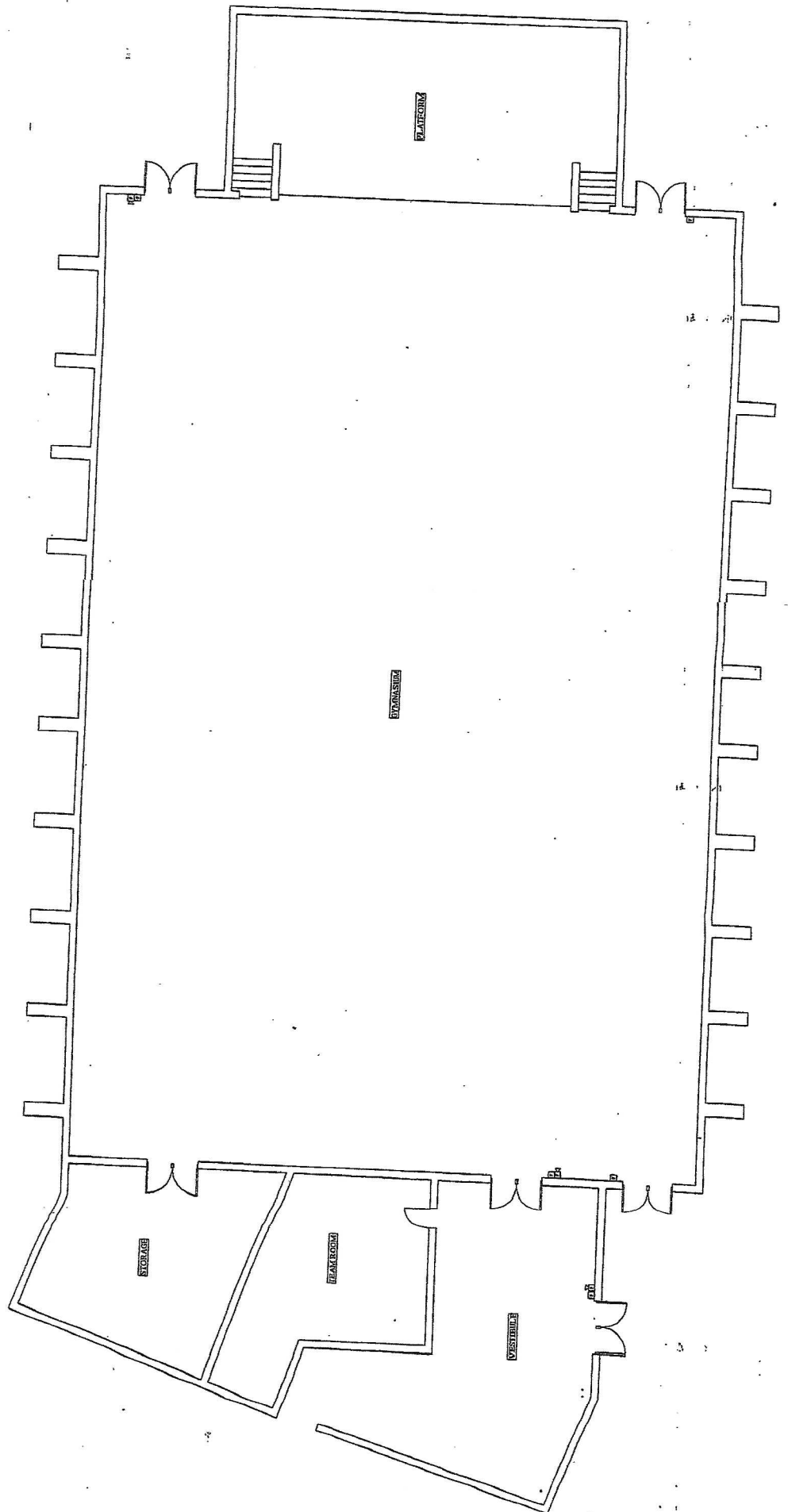
**Rooms 308 - 313 and Guidance Office**

**Points of Interest:**

- A. Room 308 contains the Science Laboratory and storage closet.
- B. Room 310 contains the Mac Laboratory.







OUR LADY OF GRACE CATHOLIC SCHOOL  
Preschool/Before & After School Programs

ROOM #	DEPTH	WIDTH	CAPACITY
101	20' 7"	26'	13
102	20' 6"	34'	17
202	20' 10"	33' 10"	17
208	20' 9"	30'	15
209	22' 3"	32' 6"	18
211	22' 3"	32' 4"	17
213	21' 6"	33' 2"	17