

Funding Commitment Decision Letter

Funding Year 2024

Contact Information:

Frank Biehl
Thompson Peak Charter School
995 Paiute Lane
Susanville , CA 96130
fbiehl@csmcentral.com

FCC Form 471: 241018400

BEN: 17015960

Wave: 1

Application Nickname: ThompsonPeakCS471FY2
024-C1

Totals

Total Committed	\$4,000.00
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What is in this letter?

Thank you for submitting your application for Funding Year 2024 Schools and Libraries Program (E-rate) funding. Attached to this letter, you will find the funding statuses for the FCC Form(s) 471, Services Ordered and Certification Form, that you submitted and referenced above.

The Universal Service Administrative Company (USAC) is sending this information to both the associated applicant(s) and the service provider(s) so that you can work together to complete the funding process.

Next Steps

1. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying the full cost for the services you receive.
2. Review the [Children's Internet Protection Act \(CIPA\)](#) requirements and file the [FCC Form 486](#) (Service Confirmation and CIPA Certification Form). **The deadline to submit this form is 120 days from the date of this letter or from the service start date (whichever is later).**
3. Invoice USAC

- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
- **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
- **To receive an invoice deadline extension, the applicant or service provider must request an extension on or before the last date to invoice. If you anticipate, for any reason, that invoices cannot be filed on time, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.**

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC,** visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules,** please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System \(ECFS\)](#). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake to assure that committed funds are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction of USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

Funding Commitment Decision Overview

Funding Year 2024

Application Comments for FCC Form 471: #241018400

The applicant did not submit any RAL corrections.

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
2499023212	Lassen County Office of Education	\$4,000.00	\$4,000.00	Funded

FRN 2499023212	Service Type Data Transmission and/or Internet Access	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$5,000.00
Total Pre-discount Charges		\$5,000.00	
Discount Rate		80.00%	
Committed Amount		\$4,000.00	

Dates	
Service Start Date	7/1/2024
Contract Expiration Date	6/30/2026
Contract Award Date	1/21/2021
Service Delivery Deadline	9/30/2025
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Lassen County Office of Education
SPIN (498ID)	143031170
Contract Number	2021-ThompsonPeakCS-IA-6.30.2026
Account Number	
Establishing FCC Form 470	210003168

Consultant Information	
Consultant Name	
Consultant's Employer	CSM Consulting Inc.
CRN	16043564

Funding Commitment Decision Comments

MR1: Approved as submitted.

GRAZING LEASE #2

This Grazing Lease (“Lease”) is entered into as of May 16, 2024 and supersedes the Grazing Lease dated April 17, 2020, by and between Long Valley Charter School, a California nonprofit public benefit corporation (“Lessor”), and Cash Wemple (“Lessee”).

It is agreed between the parties hereto as follows:

- 1. DESCRIPTION OF PREMISES:** Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions hereafter set forth, exclusive use of the field located at certain real property, having Assessor Parcel Numbers APN: 141-050-94 and 141-050-95 located in Lassen County comprising approximately 100 acres in Doyle, California excluding the 8 acres indicated in Appendix A reserved for Lessor use.
- 2. ALLOWED USE; CONDITION OF PREMISES:** Lessor allows Lessee to use the Premises solely for the grazing of a maximum of 75 head of cattle at any one time (the “Allowed Use”). Lessee is responsible for determining the suitability of the Premises for Lessee’s purposes. Lessee shall use, operate and maintain the Premises in a safe, clean and orderly manner, and in compliance with all applicable laws, ordinances and regulations.

Lessee acknowledges that the Premises are being offered in their presently existing “AS IS” condition, subject to all existing physical conditions and all recorded matters, and laws, ordinances, governmental regulations and orders. By taking possession of the Premises. Lessee acknowledges that the Premises is in good and tenable condition. Lessee agrees to occupy the Premises in its existing condition, as is, and Lessor is not obligated to make any alterations, additions, or improvements to the property. On the last day of the term, or upon earlier termination of this Lease, Lessee shall surrender to Lessor possession of the Premises and all appurtenances thereto, including, without limitation, fences, stock ponds and roads, in the same condition as when received, except for reasonable use, wear and tear, and any damage by natural events or any gross negligence or willful misconduct by Lessor, its agents, or invitees.

- 3. TERM:** The term of the lease (“Term”) shall be for 5 grazing seasons commencing today (the “Commencement Date”) to no later than December 31, 2029 (the “Expiration Date”). Notwithstanding the foregoing, Lessor shall have the option to terminate this Lease by delivering written notice of termination to Lessee between the dates of January 1 and March 1 of any year during the Term (“Lessor’s Notice of Termination”). In the event that Lessor delivers Lessor’s Notice of Termination, this Lease shall terminate on March 31 immediately following the date of the Lessor’s Notice of Termination.
- 4. RENT:** Lessee shall pay rent to Lessor as follows:
 - During the period of April 1, 2024 through December 31, 2029, payment of \$12.00 per AUM; 50% of annual estimate paid by January 5 of each year; annual balance calculated based on spreadsheet maintained by Lessee of actual use due by 1/31 of each following year.

A late fee in the amount of 10% of the lease shall be added in the event that rent is not paid by the 5th day after the due date. Lessee shall be in immediate breach of this Lease if rent is delinquent after the 10th day of the due date.

5. DEPOSITS: The Lessor currently holds a “Security Deposit” in the amount of one thousand dollars (\$1,000) as security for Lessee’s performance of its obligations under this Lease. Lessor shall return the Security Deposit to Lessee no less than thirty (30) days following the termination of this Lease. Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur as a result of Lessee’s use of the Premises or violation of this Lease. If Lessor uses or applies all of any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or be prepayment for any monies to be paid by Lessee under this Lease. Any amounts withheld from the security deposit shall be specified in a written invoice setting forth the specific items for which deduction is made.
6. GRAZING SEASON: Grazing will generally be allowed on the Property beginning **March 1st** of each year and ending no later than **December 31st** of the same year (each a “Grazing Season”), providing all provisions of this Lease are met. Lessor, in Lessor’s sole discretion, may adjust the Grazing Season to meet its conservation objectives with respect to the Property.
7. USE: Lessee will use the premises only for the grazing of stock in conformity with the terms of this Lease. Lessee’s failure to comply with the provisions of Section 7 is grounds for immediate termination of this Lease.

Lessee shall not use Premises in any purposes that is not authorized under Section 7. Without limiting the foregoing, the uses and activities which are prohibited on the Premises include, but are not limited to: the dumping of any trash, refuse or other offensive material; the use of herbicides, biocides, or other agrichemicals; the cutting of any live or dead trees or vegetation for any purpose, except when necessary for fencing repairs and safety on roads; hunting, trapping, use of firearms, or any other form of killing of wildlife of any kind, unless human or livestock life is immediately threatened; the grading, filling, excavation or removal of sand or other materials; mineral exploration extraction; farming or any manipulation, diversion or other alteration of natural water courses, wetlands or other bodies of water; any activity which may destabilize the banks of any course of body of water; introduction of vegetation; overgrazing; and any uses or activities which would pollute, degrade or drain the Premises’ surface or subsurface waters. **Any other uses related to grazing operation under this Lease shall require written consent of Lessor, which approval may be withheld in Lessor’s sole discretion.**

Lessee shall pay all costs of water, electric, gas and any other utility charges or any other charges payable in connection with Lessee's use of the Premises during the term of this Lease. Lessor shall notify Lessee of any utility bills received by Lessor which require payment by Lessee.

8. CARE AND MAINTENANCE OF PREMISES AND LIVESTOCK:

- (a) Lessee shall keep and maintain all cattle authorized under the Allowed Use at no cost to Lessor. Lessee shall be responsible for routine maintenance and upkeep to fences and other ranch improvements directly related to the operation, including working facilities and stock water keeping the Premises in such state of repair as reasonably necessary to prevent animals from escaping and shall repair any damages caused by said animals. The Lessor has agreed to supply the materials necessary for the Lessee to make repairs to the fencing along the east side of the property adjacent to the railroad tracks not to exceed \$5,000.00 prior to the conclusion of the 2025 grazing season.
- (b) Lessee shall not make any alterations, additions, or improvements to the Premises unless first approved in writing by Lessor, which approval shall not be unreasonably withheld.
- (c) Lessee shall contain all stock within the Premises by fences or suitable enclosures. Regardless of the containment method used, Lessee shall maintain all fences in a "stock tight" condition, and in accordance with Cal Agri Code & 17121. "Stock tight" is defined as fences or other restraints of sufficient tensile strength and durability to prevent livestock from roaming at large. Fencing material and method of construction must be appropriate to local conditions and type of use. Fencing material, design, and method of construction must be approved by the Executive Director in writing prior to construction. Where necessary to constrain stock, Lessee shall build new fences where none presently exists and shall repair or upgrade existing fences. The location of any new fencing shall be mutually agreed upon between Lessee and Lessor prior to any construction. Lessee shall be mutually agreed upon between Lessee and Lessor prior to any construction. Lessee shall provide fencing around recreational facilities where needed to prevent stock from entering said recreational facilities.
- (d) Lessee represents and warrants to Lessor that any construction performed by, for or on behalf of Lessee, and Lessee's current and proposed uses, and the operation of the Premises are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local state and federal laws, regulations and ordinances. Lessee agrees to defend and indemnify Lessor for any responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances related to Lessee's use, operations or construction. Lessee must notify Lessor of any of any communications or actions by or with any local, state, or federal law enforcement agency or authority pertaining to operations on the premises or any illegal activities that may have occurred on the Property.
- (e) Hazardous Substances: The use of biocides, herbicides, insecticides, or other agrichemicals, or chemicals of any kinds, shall be prohibited without Lessor's prior written approval, which approval may be withheld in Lessor's sole discretion. Lessee hereby agrees not to use or permit the Premises to be used in any manner for the production, storage, treatment, recycling or disposal of any hazardous or toxic substance, waste or other materials. Lessee further agrees not to bring onto the Premises or allow to be brought onto the Premises tanks, either under or above

ground, that contain any of the materials listed above or petroleum-based product, nor any material containing or producing any polychlorinated biphenyl's, dioxins or asbestos, or any other materials or substances which are or may be designated as hazardous by any government entity with authority over the Premises or the substance in question. All such substances for which Lessee may receive prior written approval from Lessor to apply to the Premises shall be used and applied at Lessee's sole cost, risk and liability, and Lessee does hereby agree to indemnify and defend, hold and save the Lessor Indemnified Parties free, clear and harmless of, from and against any and all claims, demands, damages or liabilities of whatever kind, character or nature which in any manner arise out of or result from any use or application of any such substances. Lessee shall report immediately to Lessor, and to all appropriate government agencies, any spill or release of a hazardous material to the air, soil, surface water or groundwater, and Lessee shall promptly and fully clean up such spill and restore the Premises (including soils, surface water, and groundwater) to its pre-spill condition.

- (f) Stock management: Lessee shall not suffer or permit stock, (especially bulls, or animals used to control stock) to harass or endanger persons or property. Lessee shall remove any aggressive or dangerous animals from the Premises, as soon as Lessee learns or has reason to believe that those animals possess such tendencies.
- (g) Lessee shall not commit or permit others to commit waste on the Premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises as defined in Section 3479 of the California Civil Code. Lessee shall not use or permit the use of the Premises for any unlawful purpose.

9. ASSIGNMENT AND TRANSFER:

- (a) The purpose of this Lease is to allow Lessee to use and occupy the Premises for Lessee's Allowed Use. Lessee's right to Transfer the Premises as defined in this Section is subsidiary and incidental to the underlying purpose of the Lease. Lessee acknowledges and agrees it has entered into this Lease solely for the Allowed Use and has not entered into this Lease for the Purpose of obtaining the right to Transfer the Premises to others.
- (b) Transfer Restricted. Other than as expressly permitted hereunder, Lessee shall not authorize, permit or suffer a Transfer of the Premises or any interest therein, or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of Lessor.
- (c) Definition of "Transfer". The terms, "Transfer of the Premises" and "Transfer" as used herein shall include (i) any voluntary or involuntary assignment of all or any part this Lease (including assignment by operation of law), (ii) any subletting of all or any portion of the Premises, and (iii) any voluntary or involuntary transfer of possession of the Premises.
- (d) Evaluation of Proposed Transferee. Lessor need not commence its review of any proposed Transfer or respond to any request by Lessee with respect to such Transfer unless and until it has received from Lessee: (i) adequate descriptive information concerning the activities to be conducted by the proposed transferee, the transferee's financial capacity, and such other information as may reasonably be required to form a prudent judgement as to the acceptability of the proposed Transfer, and (ii) an executed copy of the letter of intent or the proposed transfer documents between Lessee and the transferee which instrument shall state the date the transfer is to become effective. Within fifteen (15) business days following Lessor's receipt of the items

and information set forth herein, Lessor shall respond to Lessee's request for consent, which response shall indicate Lessor's consent to, or disapproval of, the proposed Transfer. Lessor's failure to so respond shall constitute waiver by Lessor of its right to withhold consent to the proposed Transfer; provided, however, the Transfer shall nonetheless be subject to the other provisions of this Section 8. Lessee shall pay Lessor a processing fee of five hundred dollars (\$500) for Lessor's reasonable costs and attorney's fees incurred in conjunction with the processing and documentation of any proposed Transfer of the Premises, whether or not consent is granted.

- (e) Conditions of Transfer. No Transfer shall be valid and no transferee shall take possession of the Premises or any part thereof unless, within twenty (20) days after the execution thereof, Lessee shall deliver to Lessor a duly duplicate original of the Transfer instrument in form reasonably satisfactory to Lessor which provides in the case of an assignment, the transferee assumes Lessee's obligations for payment of Rent and for the full and faithful observance and performance of the covenants, terms and conditions contained herein, and such transferee will, at Lessor's election, attorn directly to Lessor in the event Lessee's Lease is terminated for any reason on the terms set forth in the instrument of transfer (limited in all events to the term of this Lease).

10. INDEMNIFICATION OF LESSOR:

- (a) To the fullest extent permitted by law, Lessee shall and hereby agrees to, protect, defend, indemnify and hold harmless Lessor and its affiliated entities, and their respective members, directors, trustees, officers, agents, employees, contractors and successors and assigns (individually, "Lessor's indemnitees") from and against all claim, loss, cost, liability, damage or expense (Individually, a "Claim Against Lessor") of any kind and nature whatsoever (including any loss of or damage to any property and any injury to or death of any person) which may result from or in any way arise out of or in connection with either in whole or in part, whether directly or indirectly from: (i) any use or operation of the Premises or activities in and about the Premises by Lessee, its agents, employees, representatives, contractors, guests, visitors, animals or invitees; (ii) any default by Lessee under this Lease; (iii) the doing of any labor or the furnishing of any materials or supplies in connection with Lessee's operations hereunder; (iv) any act of failure at act, whether negligent or otherwise, on the part of Lessee; or (v) the failure of Lessee to comply with any present or future law, ordinance, rule, regulation, requirement or order whatsoever of the federal, state, county or municipal government; (vi) any breach of Lessee of any of the covenants, conditions, or provisions of this Lease, except to the extent that such injury or damage is caused by the sole gross negligence or willful misconduct of Lessor; (vii) any debts of or claims against Lessee that arise from the operation of this Lease; and/or (viii) any environmental damages arising from hazardous materials in or about the Premises due to any act or omission of Lessee or its agents, employees, representatives, contractors, guests, visitors or invitees, or (ix) any violation of environmental regulations due to Lessee's use of the Premises. The foregoing indemnity shall exclude any Claim against Lessor which is attributed to the gross negligence, willful act or intentional omission of any Lessor's Indemnitees.
- (b) If any action or proceeding is commenced against Lessor's Indemnitees by reason of any Claim against Lessor, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by

counsel reasonably satisfactory to Lessor. Lessee's indemnity shall include reasonable attorneys' fees, investigation costs, and all other reasonable costs and expenses incurred by each Lessor's Indemnitee in connection with the investigation or defense of any matter. Lessor's defense and indemnity obligations shall not be limited to the proceeds of any policy of insurance. If any action or proceeding is commenced by or against Lessee or relating to this Lease or to the Premises to which any Lessor's Indemnitee is made a party, Lessee shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon each Indemnitee.

- (c) The provisions of this Section 9 shall survive the termination of this Lease with respect to any Claim against Lessor based on circumstances occurring before such termination.

11. INSURANCE:

- (a) Lessee shall maintain, at its own cost, the following insurance at all times during the Term of this Lease: (i) commercial general liability insurance covering bodily injury, death, property damage and contractual liability with a combined single limit of no less Five Million Dollars (\$5,000,000) per occurrence, which shall be primary and non-contributing with any insurance in effect for Lessor; (ii) Worker's Compensation as required under the California Labor Code; and (iii) Employer's Liability insurance in an amount of not less than \$1,000,000 per incident.
- (b) Lessee shall have the right to include the insurance required under Section 10(a) under Lessee's policies of "blanket insurance", provided (i) no other loss which may also be insured by such blanket insurance shall affect the insurance coverage required under Section 10(a) and (ii) Lessee delivers to Lessor a certificate specifically stating that Lessor is named as additional insured on the General Liability insurance and as loss payee on the property insurance by endorsement.
- (c) All insurance required under Section 11(a) shall be issued by a responsible insurance company or companies authorized to do business in California subject to review and approval of Lessor and designate Lessor as additional insured by endorsement. Prior to the use of the Premises, Lessee shall deliver copies of the required policies, certificates of insurance and endorsements to Lessor.

12. TAXES AND ASSESSMENT: Lessee agrees to pay any taxes or assessments of any kind that are levied against the Premises on account of Lessee's Allowed Use.

13. SURRENDER; NO HOLDING OVER; WAIVER OF HOLDOVER RIGHTS: Upon expiration or earlier termination of this Lease, Lessee, at its sole cost and expense, shall peacefully vacate and surrender the Premises to Lessor in good working order and in the same condition as upon the Commencement Date, or as the Premises may thereafter have been altered, normal wear and tear excepted. Lessee's surrender upon expiration of the Term shall without notice or demand by Lessor and with NO RIGHT TO HOLDOVER. Lessee acknowledges and agrees as follows:

Section 1161 of the California Code of Civil Procedure allows the tenant of an agricultural lease to automatically extend the term of the lease for one full year in the event that the tenant does not receive a demand of possession by the landlord or notice to quit from the landlord within 60 days after expiration of the lease. LESSEE HEREBY KNOWINGLY AND INTENTIONALLY WAIVES THE BENEFIT OF SECTION 1161 OF THE CODE OF CIVIL PROCEDURE AND

KNOWINGLY AND WILLINGLY WAIVES ANY RIGHT TO REMAIN IN POSSESSION OF THE PREMISES AFTER THE EXPIRATION DATE WITHOUT ANY NOTICE TO QUIT OR DEMAND BY LESSOR.

LESSEE INITIALS: _____

14. DEFAULT:

- (a) In to any events specified as a default elsewhere in this Lease, the following shall perform constitute a default under this Lease: (i) Lessee's failure to pay rent when due; (ii) Lessee's failure to perform any other covenants or conditions under this Lease, or (iii) Lessee's abandonment or vacation of the Premises. However, Lessor shall not commence any action to terminate Lessee's right of possession as a consequence of a default until any period of grace with respect thereto has elapsed, as set forth in Section 13(b) below.
- (b) Lessee shall have a period of three (3) business days from the date of written notice from Lessor within which to cure any default in the payment of any monetary obligations of Lessee under this Lease. Lessee shall have a period of thirty days from date of written notice from Lessor within which to cure any other default under this Lease which is capable of being cured.

15. TAXES: Lessee shall, at Lessee's sole cost and expense, pay any and all taxes, assessments and other charges of whatsoever character that at any time may be levied or charged upon Lessee's interest under this Lease, including for improvements, operations, or right to use the Premises. Under this Lease a possessory interest subject to property taxation and special taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6, and Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code, notice is hereby given that such property interest may be subject to property taxation and special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes levied on such interest.

16. ATTORNEY'S FEES: If any action is brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including attorney's fees and costs.

17. NOTICES: All shall be in writing and may be delivered in person, or may be sent by regular, certified or registered mail, with postage prepaid. Either party may change their address for receipt of notices by providing the other party with written notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if not delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the courier. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

Lessee's Address for Notice: Cash Leo Wemple
450-290 Hwy 395
Milford, CA 96121

Lessor's Address for Notice: Long Valley Charter School
Attn: Sherri Morgan
P O Box 7
Doyle, CA 96109

18. GOVERNING LAW: This Lease shall be governed and constructed under the laws of the State of California.
19. NO WAIVER; TIME OF ESSENCE; LAWS. The waiver by Lessor of any breach by Lessee of any provision of this Lease shall not be or be deemed to be a waiver of such provision, or a waiver of any other prior or subsequent breach thereof, or a waiver of any breach of any other provision of this lease. Time is hereby expressly declared to be of the essence of this Lease and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Lease. Jurisdiction for legal action shall be Lassen County, California. The Lease is governed by California Law.
20. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties with respect to the matters addressed herein, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties relating in any way to the matters provided for herein.
21. AMENDMENT. No amendment to this Lease shall be effective until made in writing and signed by both parties.
22. PARTIAL INVALIDITY. If any portion of this shall be considered invalid by any court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of the Lease and the Lease shall continue in full force and effect as if the invalid portion had not been included therein.
23. INTERPRETATION. The parties acknowledge that each party and its counsel have reviewed this Lease and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease. In the event of any conflict between the provisions of this Lease and the provisions of any use and zoning restrictions of the State of California, the County of Sacramento, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply.

24. ACCEPTANCE:

Lessor:

Long Valley Charter School, a California
Nonprofit Public Benefit Corporation

By: _____

Its: Executive Director/ Superintendent

Dated: _____

Lessee:

Cash Wemple, an individual

By: _____

Dated: _____

APPENDIX A

Doyle Loop

8 acres for school use

Measure distance
Total area: 347,841.12 ft² (32,315.50 m²)
Total distance: 2,620.67 ft (798.78 m)



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 500 ft