

**RECIPROCAL PARKING AGREEMENT**  
**By and Between**  
**TAHOE CROSS-COUNTRY SKI EDUCATION ASSOCIATION**  
**And**  
**TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT**

THIS RECIPROCAL PARKING AGREEMENT (this "Agreement") is made and entered into the 20th day of March, 2024, by and between the TAHOE CROSS-COUNTRY SKI EDUCATION ASSOCIATION, ("Association") and the TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT, a California public school district, ("District"). Association and District are collectively the "Parties," and each, individually, is a "Party." The "Effective Date" of this Agreement is the date of recording of this Agreement, as further detailed herein.

RECITALS

- A. District is the owner of that certain real property located at 2945 Polaris Road, Tahoe City, California 96145, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter referred to as the "School Property"), at which District operates the North Tahoe High School and Middle School ("High School"); and
- B. Association is seeking to construct a new Lodge ("Lodge Project") on property owned by the Tahoe City Public Utility District ("TCPUD") located adjacent to the School Property. Association will construct and operate the Lodge Project on said TCPUD property pursuant to an exclusive lease agreement ("Lease") with the TCPUD within the lease area designated therein and more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference ("Lodge Property"); and
- C. Parking space requirements for winter usage at the Lodge will exceed the amount of parking currently planned for the Lodge Project by approximately 30 spaces; and
- D. Association and District are both seeking additional overflow parking for periods of peak demand at the School Property and Lodge Property, respectively, during activities including but not limited to sporting events, award ceremonies, and graduations at the School Property and special events and races, community events, and winter peak holiday or weekend usage periods at the Lodge Property; and
- E. Association and District agree that both parties will benefit by, and are therefore exploring the option of, constructing, at Association's sole expense, a connector and walking path allowing access to and between shared-use parking spaces on the School Property and the Lodge Property; and
- F. In most circumstances, the Parties anticipate that peak demand for parking at the Lodge Property and the School Property will not overlap, and as such, the Parties desire to provide for shared-use parking by way of this Reciprocal Parking Agreement on the terms described herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Description of Parties' Agreement.**
  - a. **High School Parking Lot.** The High School Property includes 215 parking spaces and appurtenant facilities, 125 of which lie closest to the Lodge Project Site

("School Parking Lot"). Association shall have the right to the non-exclusive use of not fewer than thirty (30) parking spaces on the School Parking Lot. The School Parking Lot will have its own driveway for an entrance and exit on Polaris Road. The School Parking Lot is depicted on the attached **Exhibit C**.

At the request of the District, the location of above designated non-exclusive Association parking spaces may, from time to time, be relocated from the closest point to another location on the School Property by mutual agreement of the Parties on a temporary or emergency basis.

- b. **Lodge Parking Lot.** Upon completion of the Lodge Project, the Lodge Property will contain approximately seventy (70) parking spaces and appurtenant facilities ("Lodge Parking Lot"). District shall have the right to the non-exclusive use of parking spaces within the Lodge Parking Lot. The Lodge Parking Lot will have its own and separate driveway for an entrance and exit on Polaris Road. The Lodge Parking Lot is depicted on the attached **Exhibit C**.
- c. **Connecting Driveway and Walking Paths.** To facilitate the use of both facilities by users of both the Lodge Property and the School Property, Association shall, at its sole expense, construct the following facilities hereinafter collectively referred to as the "Connecting Driveway and Walkways," and their preliminary locations are depicted on the attached **Exhibit C**:
  - 1) A paved connector driveway and associated appurtenances between the Lodge Parking Lot and the School Parking Lot;
  - 2) A gate or other type of barrier on the connector driveway adequate to separate the Parking Lots;
  - 3) An accessible walking path between the Lodge Parking Lot and an entrance to a High School building as required by the Division of the State Architect ("DSA").

The Parties shall cooperate with one another on the final designed location and dimensions of the Connecting Driveway and Walkways facilities, which shall be subject to the agreement of the Parties. The Connecting Driveway and Walkways will be partially located on School Property and partially located on Lodge Property.

- d. **Construction.** Construction of the Connecting Driveway and Walkways facilities by the Association shall be performed during construction of the Lodge Project and in accordance with the District's construction requirements outlined in **Exhibit D**. District agrees to grant to Association and their contractors all temporary construction easements and rights necessary for the construction of the Connecting Driveway and Walkways on District Property, all of which will be memorialized in a separate more definitive agreement. To the extent the District may construct portions of the Connecting Driveway and Walkways ahead of Lodge Project as part of a High School project, Association shall reimburse District the full documented cost of said construction. If Association desires for District to include construction of the Connecting Driveway and Walkways as part of the District's High School Project, Association must provide written notice to District no later than April 1, 2024 of such election. No later than thirty days (30) following Association's notice to District, the parties shall enter into a reimbursement agreement pursuant to which the Association shall pay the full cost and expense of construction and design of the Connecting Driveway and Walkways.

2. **Hours of Use.** The School Parking Lot will be open to the Lodge, their staff and invitees, and the general public during days and times the Lodge is open to the public, except during school hours Monday through Friday when school is in session. During those times, the Parties agree that each will have the right to exclusive use and control of its own property.
3. **Repair and Maintenance Obligations.** The Parties agree that each Party shall be responsible for repairs and maintenance of each Party's respective Parking Lot Area on that Party's property. Association shall be responsible for repair and maintenance of the Connecting Driveway and Walkways facilities on both the Lodge Property and District Property. Association, as to the Lodge Parking Lot and the Connecting Driveway and Walkways facilities, and District, as to the School Parking Lot, shall keep their respective Parking Areas in good condition and repair and clean and free of rubbish and other hazards to users. The Parties' repair and maintenance obligations shall include the following:
  - a. Maintenance of the surfaces of all paved portions of the parking facilities, driveways, and walkways, including sidewalks and curbs, so that the surfaces are reasonably level, smooth, and evenly covered with the type of surfacing material originally installed, or a substitute material that is equal in quality, appearance, and durability.
  - b. Placement, repair, replacement, and repainting as necessary of entrances, exits, gates, directional signs, striping, and markers.
  - c. Maintenance of all revegetated areas, including regular pruning and weeding.

District hereby grants to Association a right of entry across District Property for the duration of this Agreement allowing Association to complete its repair and maintenance responsibilities for the Connecting Driveway and Walkways located on District Property provided that such activities are not performed during school hours and with a minimum of 48-hours notice to District.

4. **Snow Removal and Storage.** The parties agree that snow regularly removed and properly stored from the Parking Lots Areas and the Connecting Driveway and Walkways shall be deposited on each Party's respective property. Neither Party shall store snow on the other Party's property without prior notification and approval. The Parties' snow removal obligations shall include the following:
  - a. Association's snow removal and storage activities shall be conducted in such a way to ensure that adequate space remains for School Parking Lot snow storage on District Property whereby Association will coordinate with District snow removal contractor to identify snow storage options.
  - b. Association shall be responsible for regular snow removal from the accessible walkway. The Parties' agree that District shall remove snow from the connecting driveway and the School Parking Lot except on weekends or holiday periods when the Association may remove snow if conditions and use patterns require.
  - c. District hereby grants to Association a right of entry across District Property for the duration of this Agreement allowing Association to complete snow removal

responsibilities for the Connecting Driveway and Walkways located on District Property provided that such activities are not performed during school hours.

5. **Event Coordination.** On or after the Effective Date, the Parties will meet at least quarterly to discuss parking needs and special events that may have an impact on parking demands for the shared parking facilities, and in an effort to minimize scheduling of overlapping events that may exceed available parking capacity. However, District shall have first right to use the School Parking Lot at all times that the High School is in session, or when District is conducting any event or activity on the School Property.
6. **Term of Agreement.** The term of this agreement shall be for fifty (50) years or until the following conditions occur, whichever is earlier: (a) the Association ceases operation and/or no longer has the need for or is otherwise required by Placer County to have thirty (30) additional parking spaces as a condition to its operation or (b) the District is no longer able to provide thirty (30) parking spaces as provided in this Agreement. At the end of the fifty (50) year term of this agreement, Association shall have the right to extend the term of the agreement for an additional fifty (50) years upon providing District written notice thereof at least ninety (90) days prior to the expiration of the initial term. In the event of modification or termination, [insert specific Placer County] shall be notified not less than 45 days prior to the effective date of changes.
7. **Indemnification.**
  - a. Association shall indemnify, defend, and hold the District, its trustees, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all liability, loss, claims, demands, actions, suits, legal or administrative proceedings, penalties, fines, damages, judgments, expenses (including reasonable attorneys' fees and costs of litigation), and costs (all of the foregoing, collectively, "Claims") arising out of or in any way directly or indirectly connected with: (i) Association's operation of the Lodge; (ii) Association's use of the School Parking Lot pursuant to or in connection with this Agreement; or (iii) Association's maintenance and repair of the Connecting Driveway and Walkways and Lodge Parking Lot pursuant to this Agreement, except Claims arising solely as a result of the gross negligence or willful misconduct of the District.
  - b. District shall indemnify, defend, and hold the Association, its board, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all liability, loss, claims, demands, actions, suits, legal or administrative proceedings, penalties, fines, damages, judgments, expenses (including reasonable attorneys' fees and costs of litigation), and costs (all of the foregoing, collectively, "Claims") arising out of or in any way directly or indirectly connected with: (i) District's operation of the High School; (ii) District's use of the Lodge Parking Lot pursuant to or in connection with this Agreement; or (iii) District's maintenance and repair of School Parking Lot pursuant to this Agreement, except Claims arising solely as a result of the gross negligence or willful misconduct of the Association.

8. **Insurance.**

- a. Association shall at all times during the term of this Agreement maintain, in full force and effect, general liability insurance in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence, including coverage for injury to or death of persons and damage to or destruction of property resulting from the construction on, use, operation, repair, and maintenance of the Lodge Property, including the School Parking Lot. Association shall furnish to District, upon execution of this Agreement and prior to expiration of each policy period, evidence that the insurance referred to in this Section is in full force and effect. Each policy of insurance shall: (i) name the District as an additional insured thereunder; (ii) stipulate that the insurance is primary insurance and that no insurance policy of District will be called upon to contribute to a loss; (iii) provide that the policy may not be cancelled or amended without at least thirty (30) days prior written notice to District; (iv) allow the District to increase the amount of coverage with thirty (30) days written notice to Association; and (v) provide an endorsement that the insurer waives the right of subrogation against the District and its trustees, officers, employees, agents, representatives, consultants, and volunteers.
- b. District shall at all times during the term of this Agreement maintain, in full force and effect, general liability insurance in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence, including coverage for injury to or death of persons and damage to or destruction of property resulting from the construction, use, operation, repair, and maintenance of the School Property, including the Lodge Parking Lot. District shall furnish to Association, upon execution of this Agreement and prior to expiration of each policy period, evidence that the insurance referred to in this Section is in full force and effect. Each policy of insurance shall: (i) name the Association as an additional insured thereunder; (ii) stipulate that the insurance is primary insurance and that no insurance policy of Association will be called upon to contribute to a loss; (iii) provide that the policy may not be cancelled or amended without at least thirty (30) days prior written notice to Association; and (iv) provide an endorsement that the insurer waives the right of subrogation against the Association and its respective elected officials, officers, employees, agents, representatives, consultants, and volunteers.

9. **Enforcement; Default; Remedies.** An Event of Default under this Agreement shall occur if a Party fails to fulfill or perform any obligation required to be fulfilled or performed by such Party hereunder, and the failure of such Party to cure such default (i) in the case of a monetary default, within ten (10) days after receipt of written notice thereof, or (ii) in the case of a non-monetary default, the failure to cure the default within thirty (30) days, or if the default cannot reasonably be cured within thirty (30) days, the failure to commence to cure such default within thirty (30) days and thereafter to proceed with due diligence to cure such default. Upon the occurrence of an Event of Default hereunder, either Party may pursue all remedies at law or in equity, expressly including the remedy of specific performance of this Agreement. The remedies afforded hereunder are cumulative. Failure to provide notice of any default shall not constitute a waiver of such default.

10. **Tahoe Regional Planning Agency.** The parties acknowledge and agree that the School Property and the School Parking Lot are under the jurisdiction of the Tahoe Regional Planning Agency ("TRPA"), and that the construction of the Connecting Driveway and Walkways on the School Property will add TRPA land coverage to the

School Property which may impact the District's available land coverage allocations and calculations for future projects or modifications. In the event this additional land coverage impacts the District's ability to complete future projects or modifications on the School Property, the Association agrees to cooperate with the TCPUD to transfer an amount of land coverage up to the amount created by the Connecting Driveway and Walkways to the District.

11. **Alternative Dispute Resolution.** Any dispute or claim between the Parties, in law or equity, arising out of this Agreement or any resulting transaction, shall be resolved using the following process:

a. **Negotiation/Meet and Confer.** Should there arise any disagreement or difference concerning the terms of this Agreement, or either of the parties' performance hereunder, the Parties shall meet and confer to discuss resolution of the issue. The meet and confer shall occur in a face to face meeting between representatives of each Party with authority to resolve the dispute and shall be conducted in good faith.

b. **Mediation.** If the Parties are unable to resolve the dispute through the meet and confer process, the matter shall thereafter (upon the joint selection by the parties of the neutral ADR provider), proceed to mediation using a single mediator. The Parties shall equally share the costs of mediation. If either Party refuses or fails to participate in mediation prior to commencement of arbitration under this paragraph, said Party shall be deemed by signature on this agreement, below, to have waived any right to claim attorneys' fees and costs provided for under Paragraph 12(g) of this Agreement.

c. **Litigation.** If the matter is not resolved through mediation, the aggrieved Party may pursue any remedies permitted by law, including termination of this Agreement, or litigating the dispute in the California Superior Court.

12. **Miscellaneous.**

a. **No Joint Venture.** No provision of this Agreement shall be deemed to constitute the Parties as partners, principal and agent, or joint venturers with one another. Each Party represents and warrants to the other that no brokers have been retained or consulted in connection with this transaction other than as disclosed in writing to the other party.

b. **No Waiver.** No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

c. **Notices.** Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below, or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

i. Personal delivery, in which case notice is effective upon delivery;

ii. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt, if delivery is confirmed by a return receipt; or

- iii. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective upon delivery, if delivery is confirmed by the delivery service;

If to Association:

PO Box 7260  
Tahoe City, California 96145  
Attn.: Jim Robins, Board President

If to District:

Tahoe Truckee Unified School District  
11603 Donner Pass Road  
Truckee, CA 96161  
Attn.: Kerstin Kramer, Superintendent Chief Learning Officer

- d. **Further Assurances.** The Parties agree to execute, acknowledge, and deliver to the other such other documents and instruments, and to undertake such other actions as either shall reasonably request as may be necessary to carry out the intent of this Agreement.
- e. **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Nevada County, California, or if applicable, in the United States District Court for the Eastern District of California.
- f. **Severability.** If any term, provision, covenant, or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- g. **Attorneys' Fees.** In any action at law or in equity, arbitration, or other proceeding arising in connection with this Agreement, the prevailing party shall recover reasonable attorneys' fees (including the allocated costs of staff counsel) and other costs, including, but not limited to, court costs and expert and consultants' fees incurred in connection with such action in addition to any other relief awarded, and such attorneys' fees and costs shall be included in any judgment in such action.
- h. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- i. **Amendments.** This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the Parties.
- j. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
- k. **Captions.** The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

- l. **Construction.** The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that, since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
  - m. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior negotiations, documents, and discussions with respect thereto are superseded by this Agreement.
  - n. **Exhibits.** Exhibits A through D attached to this Agreement are incorporated by this reference and made a part of this Agreement.
13. **EFFECTIVE DATE.** It is the understanding and agreement of the Parties that this Agreement shall only take effect if the Association begins construction on the Lodge Project within three (3) years of the District's governing board's approval of this Agreement. Accordingly, the Parties agree that, upon execution of this Agreement by all Parties, the District will maintain the original of its executed counterpart until the Association provides its notice that it is prepared to begin construction and record the Agreement. Association will provide this notice when all necessary land use entitlements for the Lodge Project are secured, including final approval of a Placer County Building Permit and a construction contract for the Lodge Project is awarded. The date upon which this Agreement is recorded in accordance with the requirements of this Section shall be the "Effective Date." This Agreement shall terminate if the Effective Date is more than three (3) years after the District's governing board's approval of this Agreement unless extended by written agreement of the Parties. This Agreement shall terminate if Association does not complete construction of the Lodge Project within three (3) years of the Effective Date unless extended by written agreement of the Parties.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

"ASSOCIATION"

TAHOE CROSS-COUNTRY SKI EDUCATION  
ASSOCIATION

By: \_\_\_\_\_  
Jim Robins  
Board President

Approved as to form:

\_\_\_\_\_  
Lou Basile  
Association Attorney

"DISTRICT"

TAHOE TRUCKEE UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Kerstin Kramer  
Superintendent Chief Learning Officer

Approved as to form:

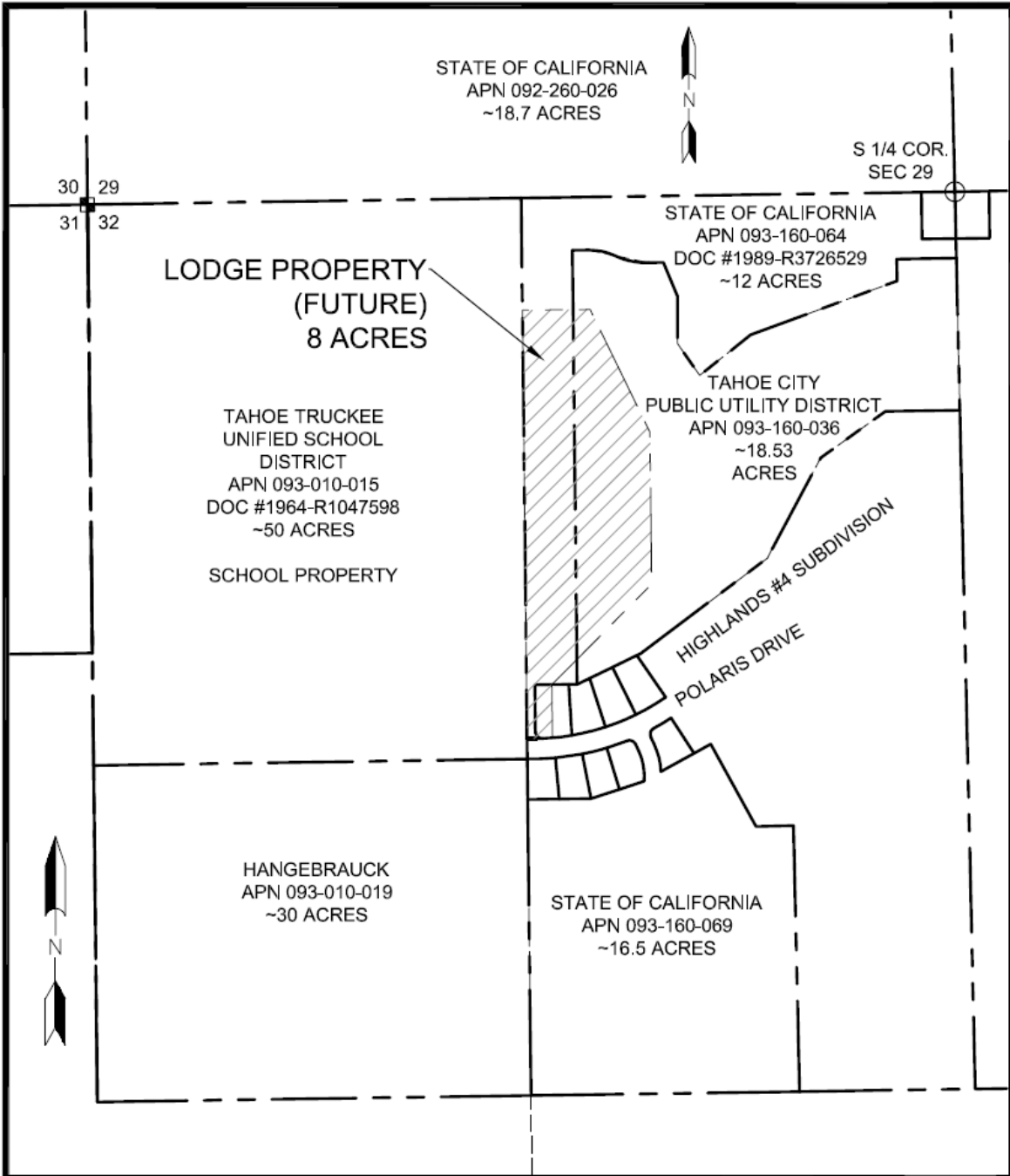
\_\_\_\_\_  
Clarissa Canady  
District Counsel

**[California All-Purpose Acknowledgments on Following Pages.]**





**EXHIBIT A**  
**SCHOOL PROPERTY**



**TIESLAU  
CIVIL  
ENGINEERING, INC.**  
6883 NORTH LAKE BLVD  
P.O. BOX 412  
TAHOE VISTA, CA 96145  
TCETAHOE.COM  
(530) 546-4805

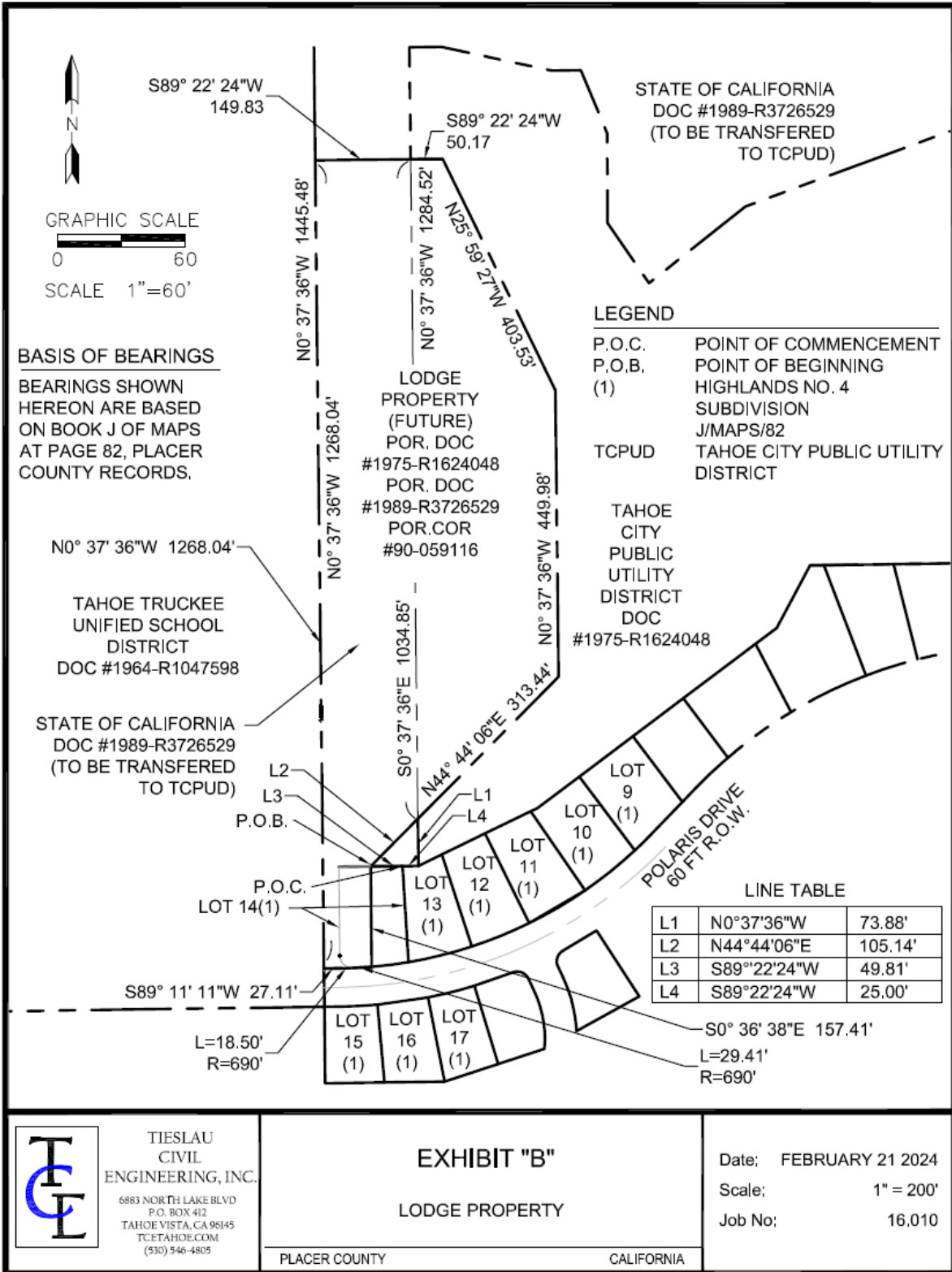
**EXHIBIT "A"**  
**SCHOOL PROPERTY**

Date: FEBRUARY 21, 2024  
Scale: 1" = 400'  
Job No: 16,010

PLACER COUNTY

CALIFORNIA

**EXHIBIT B**  
**LODGE PROPERTY**



**TIESLAU CIVIL ENGINEERING, INC.**  
6883 NORTH LAKE BLVD  
P.O. BOX 412  
TAHOE VISTA, CA 96145  
TCETAHOE.COM  
(530) 546-4805

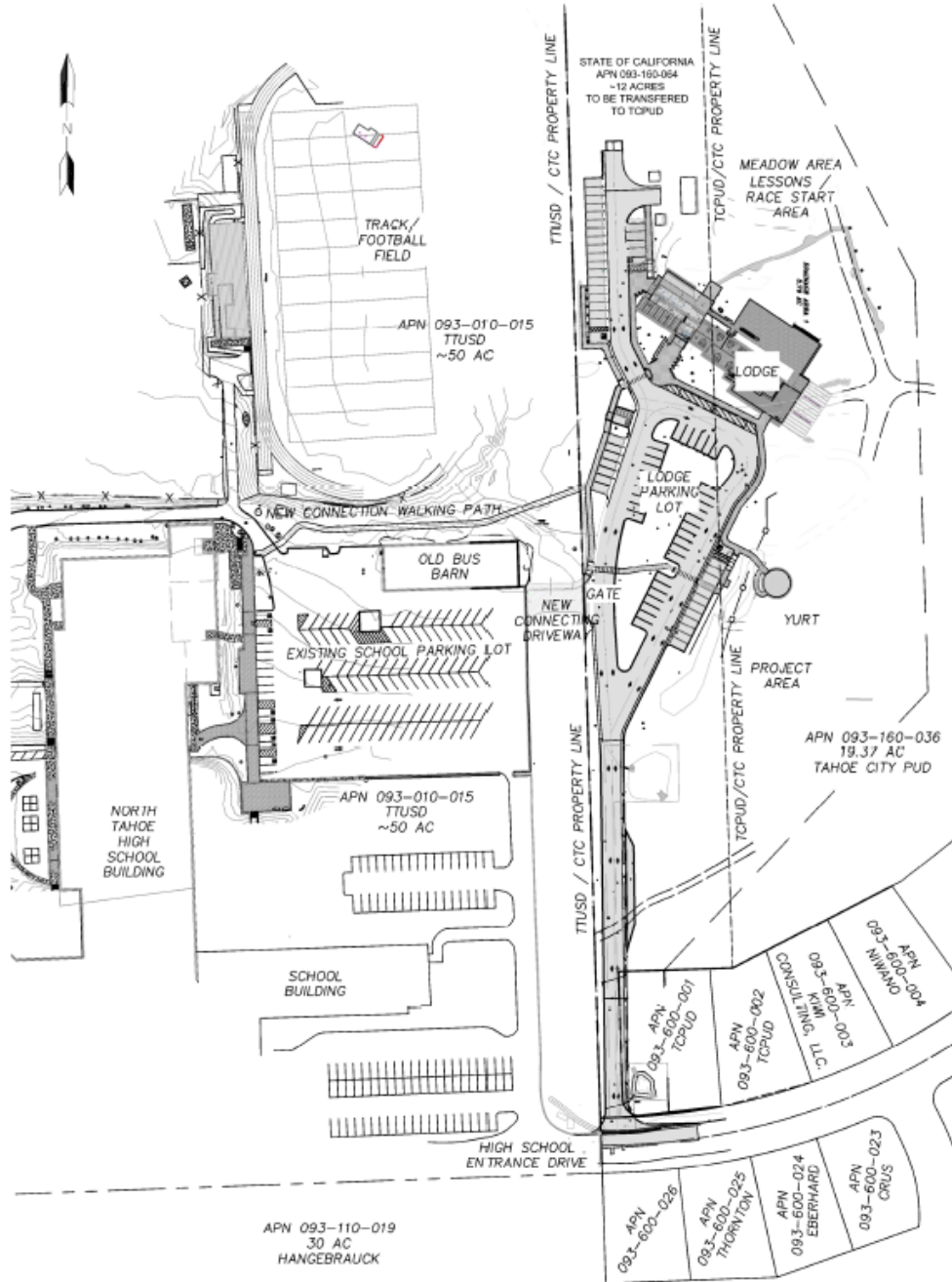
**EXHIBIT "B"**  
**LODGE PROPERTY**

Date: FEBRUARY 21 2024  
Scale: 1" = 200'  
Job No: 16.010

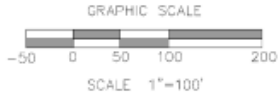
PLACER COUNTY CALIFORNIA

**EXHIBIT C**

**DEPICTION OF SCHOOL PARKING LOT, LODGE PARKING LOT, AND CONNECTING DRIVEWAY AND WALKWAYS**



**TIESLAU  
CIVIL  
ENGINEERING, INC.**  
6883 NORTH LAKE BLVD  
P.O. BOX 412  
TAHOE VISTA, CA 96148  
TCETAHOLE.COM  
(530) 546-4805

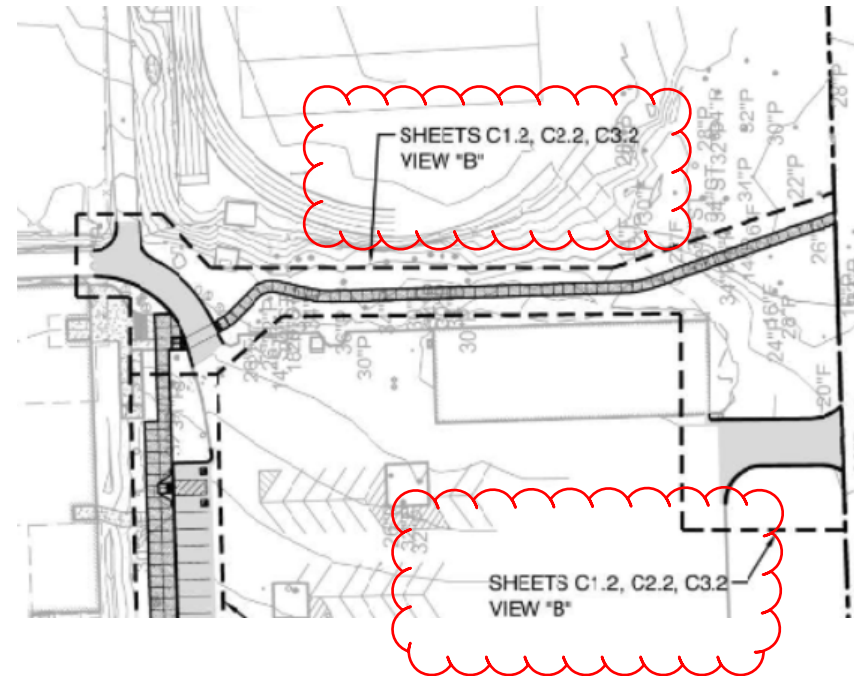


**EXHIBIT C**

**Exhibit D**  
**Construction Provisions for**  
**Connecting Driveway and Walkways**

**Partial Site Plan**

<b>DRAWING INDEX</b>	
<b>SHT. NO.</b>	<b>DESCRIPTION</b>
<b>GENERAL</b>	
A0.1	COVER SHEET
A0.2	GENERAL NOTES
A0.3	ARCHITECTURAL SYMBOLS AND ABBREVIATIONS
A0.5	CODE ANALYSIS SITE PLAN
<b>CIVIL</b>	
C1.0	COVER SHEET
<del>C1.1</del>	<del>DEMOLITION PLAN</del>
C1.2	DEMOLITION PLAN
<del>C1.3</del>	<del>DEMOLITION PLAN</del>
C1.4	ENGINEERED FILL PLAN
<del>C2.1</del>	<del>GRADING PLAN</del>
C2.2	GRADING PLAN
<del>C2.3</del>	<del>GRADING PLAN</del>
<del>C3.1</del>	<del>PAVING AND STRIPING PLAN</del>
C3.2	PAVING AND STRIPING PLAN
<del>C3.3</del>	<del>PAVING AND STRIPING PLAN</del>
C4.1	EROSION CONTROL PLAN
C4.2	EROSION CONTROL DETAILS
C5.1	DETAILS AND SECTIONS



**Specification Sections**

**DIVISION 2 - SITE CONSTRUCTION**

024100 Site Demolition

~~024119 Selective Demolition~~

Warren  
 Studio W

**DIVISION 31 – EARTHWORK**

310000 Earthwork

~~212333 Trenching and Backfilling~~

Warren  
 Warren

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

320120 Detectable Warning Surfaces

321200 Flexible Asphalt Paving

321600 Site Concrete

Studio W  
 Warren  
 Warren