

LETTER OF AGREEMENT
TRUCKEE TAHOE AIRPORT DISTRICT
AND
TAHOE TRUCKEE SANITATION AGENCY

This Letter of Agreement will confirm the agreement by Truckee Tahoe Airport District (“TTAD”) and Tahoe-Truckee Sanitation Agency (“TTSA”), regarding a potential land exchange and certain other easements. It consists of two parts:

1) A legally binding agreement to continue investigating a potential land swap, including easements, and

2) A statement of intention to continue to pursue investigating the merit and propriety of a land swap and easement; this part is not legally binding but only an indication of intent by both entities.

1) LEGALLY BINDING COMMITMENT:

A. TTAD and TTSA agree to equally share the cost of having land appraisers Johnson Perkins Griffin update its prior appraisal, dated March 20, 2017. The purpose of the update is to obtain current land values and also to identify areas that would constitute an exchange of real properties of roughly equal value. The parties will coordinate and agree upon the update instructions to be provided to the appraiser.

B. TTAD and TTSA will also equally share the cost of surveying and staking the parcels that will delineate the actual land areas that would constitute equal values of the land areas to be exchanged upon agreement of the terms of the land exchange. TTAD will arrange for that surveyor/engineer and give notice to TTSA of the selected surveyor/engineer and when that surveying and staking will take place.

2) NON-BINDING INDICATION OF INTENT

This section is not legally binding but simply an indication of the goals of each entity and how those goals could be achieved, once the appropriate land areas are identified and agreed upon.

A. TTAD and TTSA will continue discussions and negotiations in good faith about the merit and propriety of exchanging various land parcels and a related easement transaction.

B. If the parties agree to proceed with the land exchange, TTAD and TTSA would equally share the cost of any subdivisions, lot line adjustments or other actions or approvals needed from the Town of Truckee or Nevada County to achieve the land swap.

C. Each entity would be responsible for its own required compliance with Government Code section 54222, to the extent applicable.

D. TTSA intends to grant an easement on TTSA property to TTAD for TTAD to use for the installation, operation, and maintenance of a solar photovoltaic power station, subject to the following: the easement area will be at a location on the TTSA property to be determined by the TTSA Board in its sole discretion; the easement area shall not exceed 20 acres; the easement shall be in reasonable proximity to transmission lines; the power station shall not exceed 5 megawatts without approval of both parties; the detailed easement terms are subject

to the future negotiation and approval by each party; and, TTAD shall pay all easement and solar project related costs and expenses.

E. If the parties agree to proceed with the land exchange, TTSA will provide an easement to TTAD on the area marked as Parcel 1 and also highlighted in yellow on the attached Exhibit A so that no structure will be constructed in violation of the Federal Aviation Administration (FAA) regulations at Code of Federal Regulations Title 14, Part 77 and TTAD is granted permission to remove any trees that intrude into the airspace without notice to or prior consent of TTSA.

F. TTAD will be responsible for obtaining FAA approval for the intended land swap.

G. TTSA will be responsible for obtaining the consent of the Tahoe Truckee Unified School District, which holds a lease to a portion of the proposed land exchange area.

We look forward to completing this long-needed exchange so to benefit each entity as well as our constituents. Please let me know of any questions or comments.

Approved by TTAD Board of Directors on _____.

Rick Stephens, Board President

Approved by TTSA Board of Directors on _____.

S. Lane Lewis, Board President