

THIRD PARTY APPEAL – PLANNING
COMMISSION APPROVAL OF A CONDITIONAL
USE PERMIT – ENVIRONMENTAL IMPACT
REPORT, MINOR LAND DIVISION – NEGATIVE
DECLARATION, TAHOE VISTA TOURIST
ACCOMMODATION UNITS AND ASSOCIATED
IMPROVEMENTS / SANDY BEACH (PCPA
20080276 AND PMLD 20070810)

CORRESPONDENCE

RECEIVED BY
Clerk of the Board

TAHOE VISTA PARTNERS LLC

**P.O. Box 2490
Napa, California 94558
(707) 226-6004
(707) 253-8798 fax**

October 7, 2008

COPY

RECEIVED
OCT 08 2008
CLERK OF THE
BOARD OF SUPERVISORS

Michael Johnson
Planning Director
County of Placer
3091 County Center Drive
Auburn, CA 95603

Re: Appeal of Final Environmental Impact Report/Conditional Use Permit/Minor Land Division – Tahoe Vista Partners LLC, Interval Ownership Development Project (PEIR T2005 0537, PCPA 2008 0276, PMLD 2007 0810)

Dear Michael,

As a follow up to our conversation of today I am enclosing a copy of our revised project plans, a copy of the correspondence with “Friends of Tahoe Vista” & The League To Save Lake Tahoe along with a summary of the material changes that we are requesting the county to approve at the October 20, 2008 hearing.

Over the past two months we have had extensive meetings with both groups in a sincere attempt to understand their concerns and respond with modifications that are responsive to their needs. These changes represent substantial added costs which are not easy to add to a development in these very challenging economic times but we are willing to make the extra effort and bear the additional costs. We are enclosing copies of the correspondence between both groups.

Some of the changes represent policy or fee modifications and those could be included in modified conditions of approval. We also want to clarify that these proposed modifications are based upon not having to recirculate the EIR and are subject to the approval of Placer County, and confirmation by TRPA that these changes can be approved administratively. The proposed changes are summarized as follows:

AGENDA ITEM
DATE: <u>10/20/08</u>
TIME: <u>2:00 PM</u>

- DATE 10/8/08
- Board of Supervisors - 5
 - County Executive Office
 - County Counsel
 - Mike Boyle
 - Planning 3088

092

- 1) Reduced Building Sizes: The enclosed building floor plans have been reduced. The reductions are as follow:

Building	Original Size	Current Size	Total Reduction
a. Unit A	2,302	2,060	2,904 sq. ft.
b. Unit B	2,902	2,390	8,704 sq. ft.
c. Unit C	3,598	2,843	3,775 sq. ft.
d. Clubhouse			1,500 sq. ft.
e. Affordable Homes			8,477 sq. ft.

- 2) Affordable Housing: We are agreeable to mitigating the affordable housing by purchasing existing properties and deed restricting them. Under this approach, six affordable housing units required by Placer County code would be provided off site but in the development's vicinity. Since affordable housing is not being provided on site the calculations are modified and six instead of seven homes six would be required.
- 3) Coverage: With the incorporated changes and retention of a fire exit as shown on the enclosed Alt. 2 exhibit at the rear of the development we have been able to reduce coverage by 6,869 square feet.
- 4) Parking: Alternative E which was approved by both the Placer County Planning Commission and TRPA had 128 spaces with the affordable homes included. Under the enclosed plan A1.2.1 with the off site affordable mitigation we gain 13 parking spaces.
- 5) People & Cars: This came up as a result of the meetings that we had with the League to Save Lake Tahoe but we have undertaken four changes to address the "Friends of Tahoe Vista" and the League's concerns.
- a. We have removed ten bedrooms from the C and D units and made them game rooms/dens.
 - b. We have agreed to operate a shuttle van to transport guests and owners to the local ski resorts and other attractions.

- c. We will have the management company maintain TART cards/route maps for use of the guests and owners to encourage the use of mass transit.
 - d. We will also make bicycles along with area bike trail maps available to our owners and guests at not charge to encourage the use of bicycles.
- 6) Fire Access: We will agree, subject to approval from Alex Mourelatos, to move the road and install additional landscaping. We will agree to install two gates and keep them closed so that this is only for emergency fire access. The gates will have a Knox box installed on them. The two enclosed exhibits show the exit as currently approved and with the modification.
- 7) Pedestrian Friendly: We are agreeable to using pavers and making the sidewalks two feet larger than the county standard to make the sidewalks "pedestrian friendly".
- 8) Sound walls: If we are allowed to do off site mitigation for the homes then this condition of approval may be eliminated. In the event a sound wall is required, we will face the exterior with stone or wood so that it appears as a fence from the highway.
- 9) Beach parking: TVP will agree to allocate eight spaces reserved for beach parking as indicated on the enclosed site plan.
- 10) We will not allow boat or boat trailer parking on the site and this will be contained in our CC&R's.

I understand that we will be heard on October 20, 2008 at 2:00. Please feel free to contact me if you have any questions.

Best regards,



Tim Wilkens
TW/me

cc: Wyatt Ogilvy
Joe Lanza & Rafe Miller
Joanne Auerbach
Board of Supervisors
Stacy Wydra

X----- ADD'L TREE REMOVAL FOR SECONDARY ACCESS.



PROPOSED EMERGENCY ACCESS EASEMENT
AREA = 5,363 sq. ft.

COVERAGE WITHIN OFFSITE EMERGENCY ACCESS EASMENT = 2,672 sq. ft.

NUMBER OF TREES TO BE REMOVED WITHIN OFFSITE EMERGENCY ACCESS EASMENT = 29

SETBACK PER VISTA VILLAGE ALTERNATIVES

PROPERTY LINE

HERITAGE TREE (TYP)

FUTURE BIKE PATH
APN 112-050-012

GATED ACCESS

TOYON ROAD 50'

APN 112-050-001

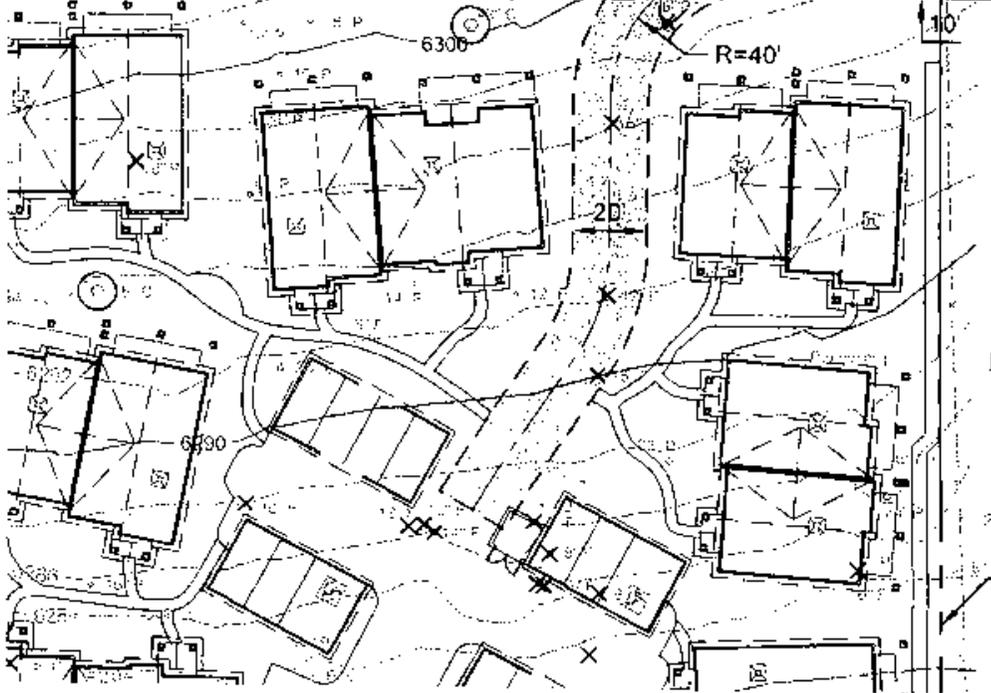
APN 112-050-023
PROPOSED 20' WIDE SECONDARY (EMERGENCY ONLY) ACCESS

FUTURE BIKE PATH

N 88° 33' 00" E

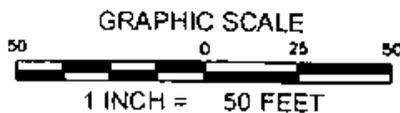
270±

GATED ACCESS



APN 117-070-030

PROPERTY LINE

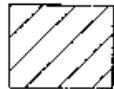


CONCEPT PLAN ALT. 1
SECONDARY (EMERGENCY) ACCESS
Tahoe Vista Partners, LLC
Project No. 2130.01 June 20, 2008

AUERBACH ENGINEERING CORPORATION

295

X --- ADD'L TREE REMOVAL FOR SECONDARY ACCESS

 PROPOSED EMERGENCY ACCESS EASEMENT
AREA = 6,201 sq.ft.

COVERAGE WITHIN OFFSITE EMERGENCY ACCESS EASEMENT = 2,899 sq.ft.

NUMBER OF TREES TO BE REMOVED WITHIN OFFSITE EMERGENCY ACCESS EASEMENT = 24

SETBACK PER VISTA VILLAGE ALTERNATIVES

PROPERTY LINE

HERITAGE TREE (TYP)
FUTURE BIKE PATH
APN 112-060-012

GATED ACCESS

TOYON ROAD 50'

APN 112-060-023
PROPOSED 20' WIDE SECONDARY (EMERGENCY ONLY) ACCESS

FUTURE BIKE PATH

APN 112-050-001

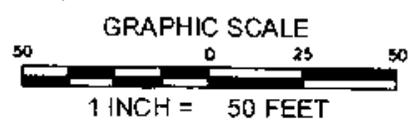
N.88°33'00" E

270.21'

GATED ACCESS

APN 117-070-030

PROPERTY LINE



CONCEPT PLAN ALT. 2
SECONDARY (EMERGENCY) ACCESS
Tahoe Vista Partners, LLC
Project No. 2130.01 September 12, 2008

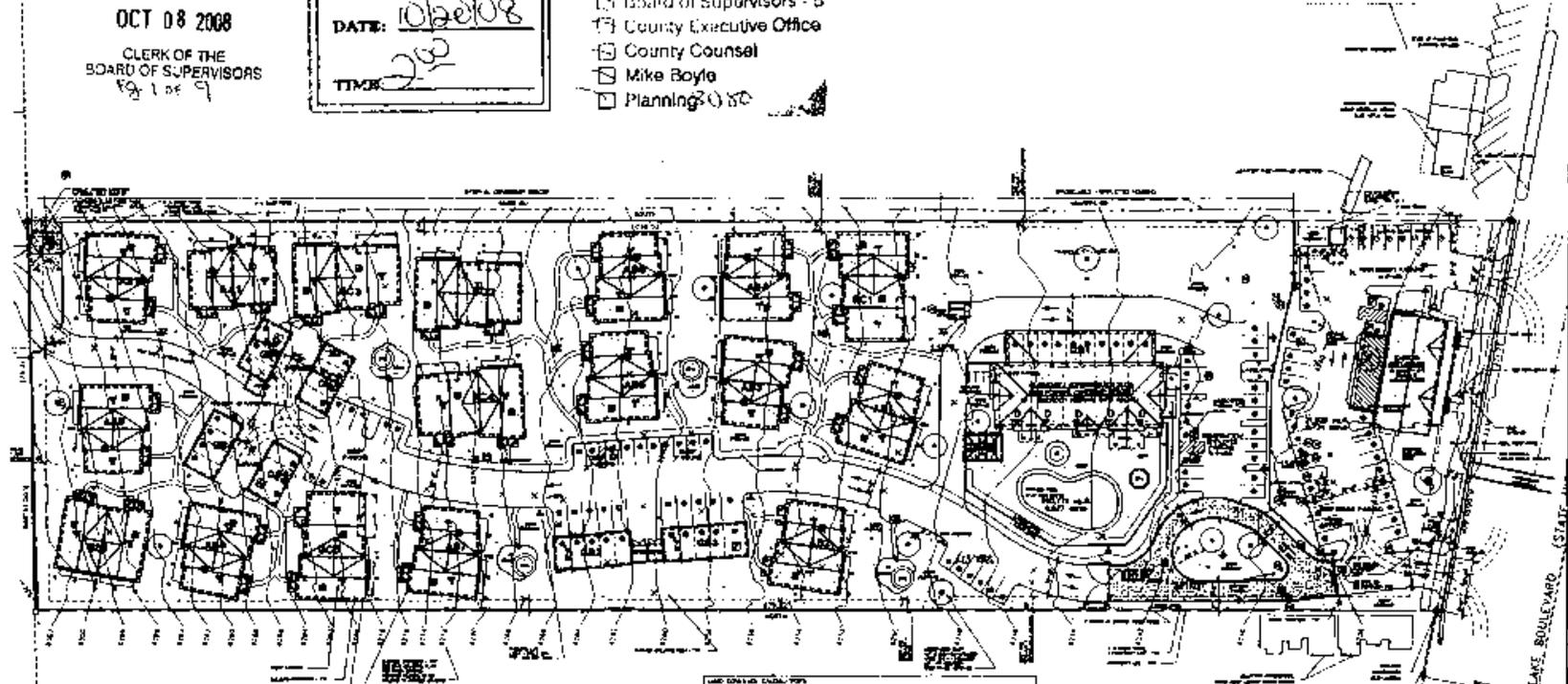
AUERBACH ENGINEERING CORPORATION

296

RECEIVED
 OCT 08 2008
 CLERK OF THE
 BOARD OF SUPERVISORS
 Pg 1 of 9

AGENDA ITEM
 DATE: 10/21/08
 TIME: 2:00

DATE 10/8/08
 Board of Supervisors - 5
 County Executive Office
 County Counsel
 Mike Boyle
 Planning 2080

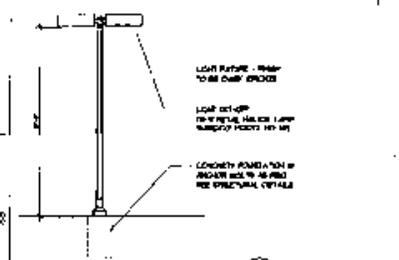


DEVELOPMENT SUMMARY	PERMITS REQUIRED	PERMITS PROPOSED	LANDSCAPE PERMITS	LANDSCAPE PERMITS
PERMITS REQUIRED FOR CONCEPT PLAN - 10 DAYS + 1.5% FEE + 10% OF PERMITS	PERMITS REQUIRED FOR CONCEPT PLAN - 10 DAYS + 1.5% FEE + 10% OF PERMITS	PERMITS PROPOSED	LANDSCAPE PERMITS	LANDSCAPE PERMITS
TOTAL AGGREGATE FLOOR AREA FOR PERMITS (SQ FT) - 48,120 SQ FT	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)
PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)
PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)	PERMITS PROPOSED (SQ FT)

LAND COVER OR EXISTING USE	PERCENTAGE	PERMITS REQUIRED	PERMITS PROPOSED
Land Cover or Existing Use	PERCENTAGE	PERMITS REQUIRED	PERMITS PROPOSED
Land Cover or Existing Use	PERCENTAGE	PERMITS REQUIRED	PERMITS PROPOSED
Land Cover or Existing Use	PERCENTAGE	PERMITS REQUIRED	PERMITS PROPOSED
Land Cover or Existing Use	PERCENTAGE	PERMITS REQUIRED	PERMITS PROPOSED

PROPOSED SITE PLAN
 GENERAL NOTES

1. LANDSCAPE PLAN - SEE THE DRAWING FOR THIS PROJECT.
2. CIVIL ENGINEERING PLAN - SEE THE DRAWING FOR THIS PROJECT.
3. SEE THE DRAWING FOR THIS PROJECT.
4. SEE THE DRAWING FOR THIS PROJECT.
5. SEE THE DRAWING FOR THIS PROJECT.



PROPOSED LIGHT FIXTURE
 VERTICAL MAP

INCLUDED DEVELOPMENTAL SECONDARY EMERGENCY VEHICLE ACCESS SITE PLAN

TAHOE VISTA
 A New Affordable/
 Employee Housing
 and Interval
 Ownership Resort

APP: 11-07-08
 DATE: 10/21/08

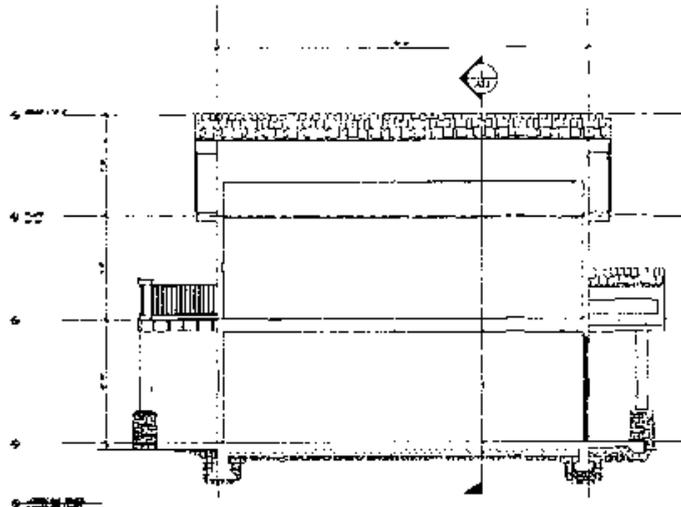
NOT FOR CONSTRUCTION

SITE PLAN

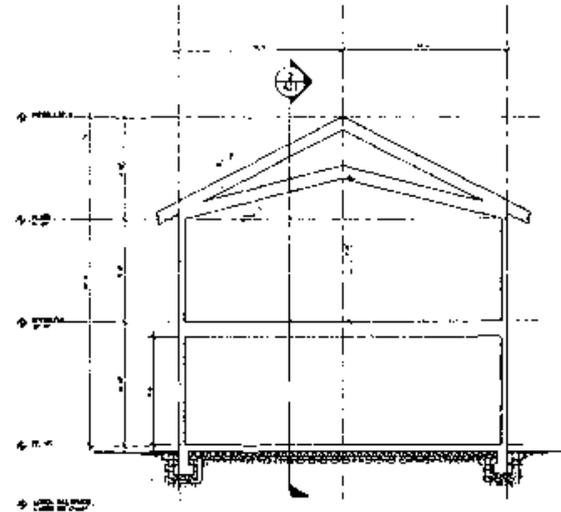
A1.2.1

297

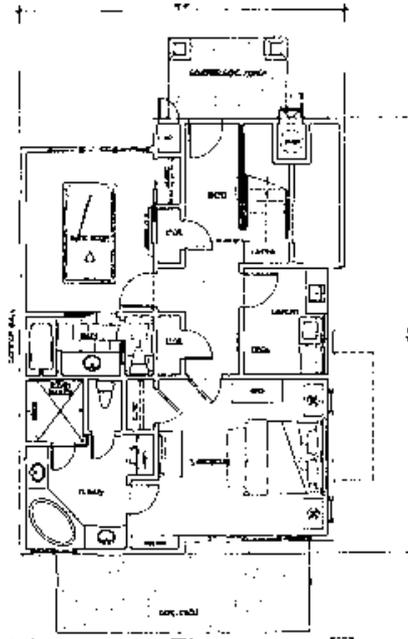
RECEIVED
 OCT 08 2008
 CLERK OF THE
 BOARD OF SUPERVISORS



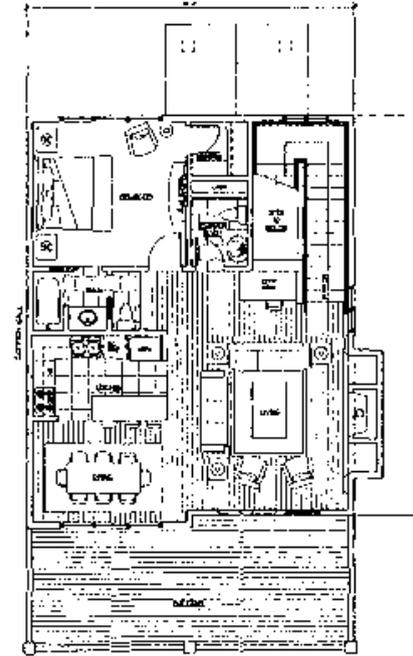
UNIT 'A' SECTION



UNIT 'A' SECTION



UNIT 'A' LOWER FLOOR PLAN



UNIT 'A' UPPER FLOOR PLAN



COLIABORATIVE
 DESIGN
 ARCHITECTURE
 1440 S. 10th St., Suite 101, Reno, NV 89502
 www.coliaborative.com
 775.784.1111

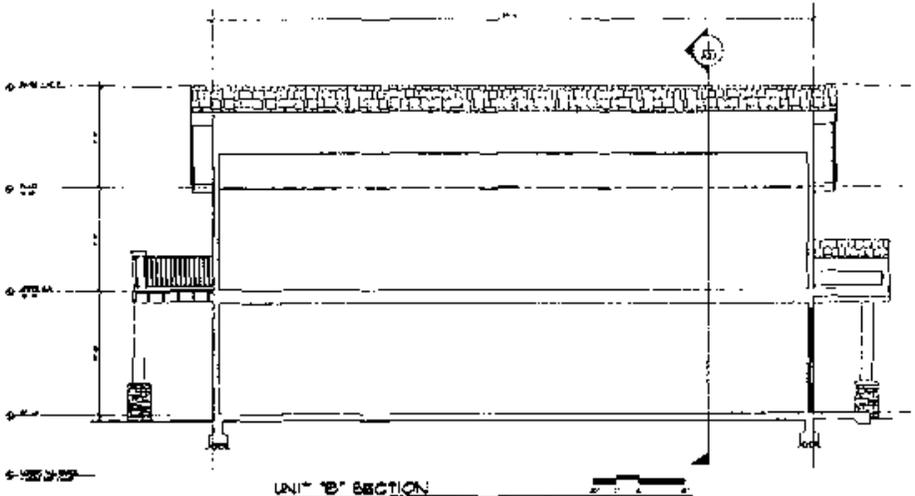
TAHOE VISTA
 A New Affordable/
 Employee Housing and Interval
 Ownership Resort

APN 111021-029
 SHEET NO. 111021-029-001

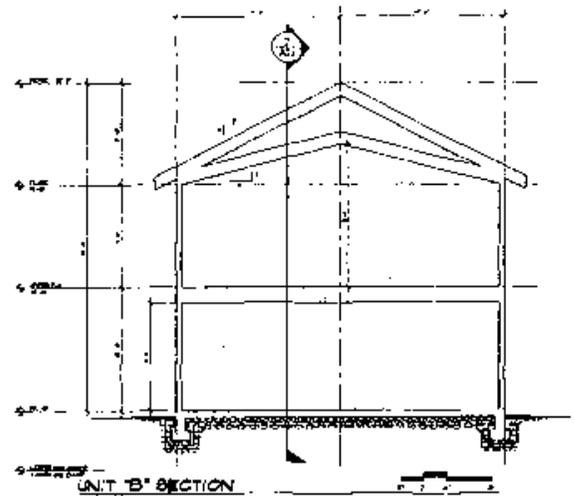
NOT FOR CONSTRUCTION
 A4 PLAN NO. 111021-029-001

A2.1A

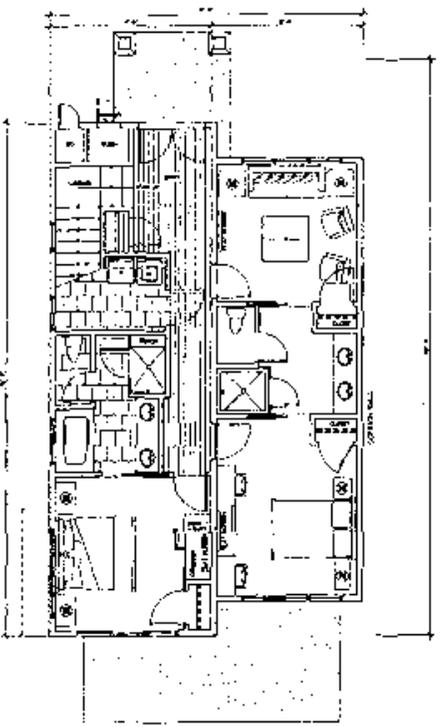
bce



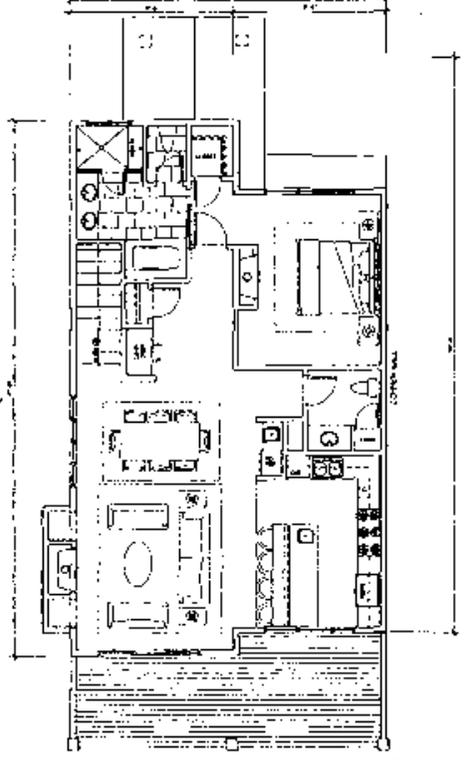
UNIT 'B' SECTION



UNIT 'B' SECTION



UNIT 'B' LOWER FLOOR PLAN



UNIT 'B' UPPER FLOOR PLAN

RECEIVED
 OCT 08 2008
 CLERK OF THE
 BOARD OF SUPERVISORS

300



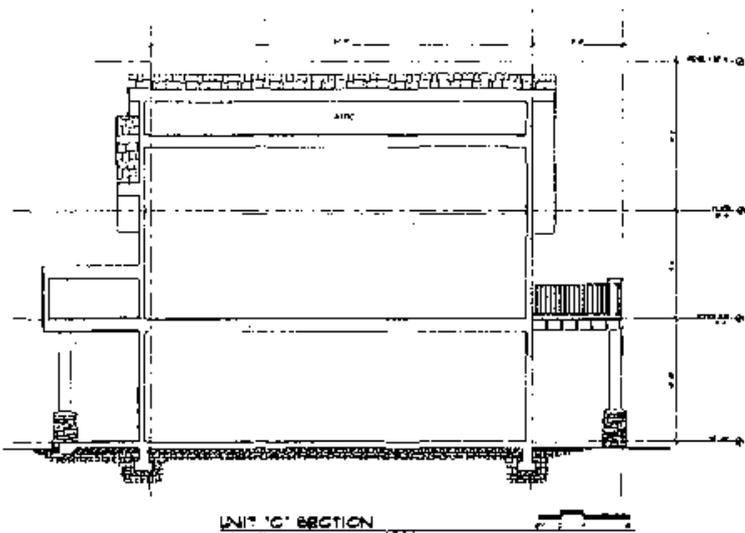
TAHOE VISTA
 A New Affordable/
 Employee Housing
 and Interval
 Ownership Resort

APN 17-071429

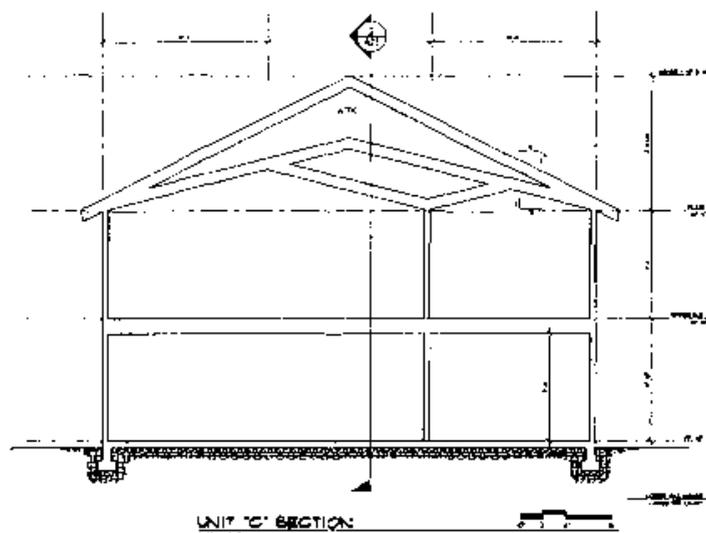
NOT FOR CONSTRUCTION

UNIT 'B' FLOOR PLANS

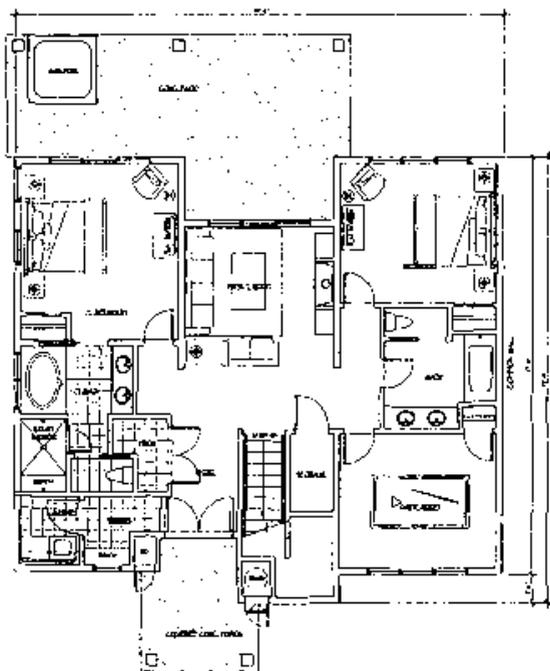
A2.1 B



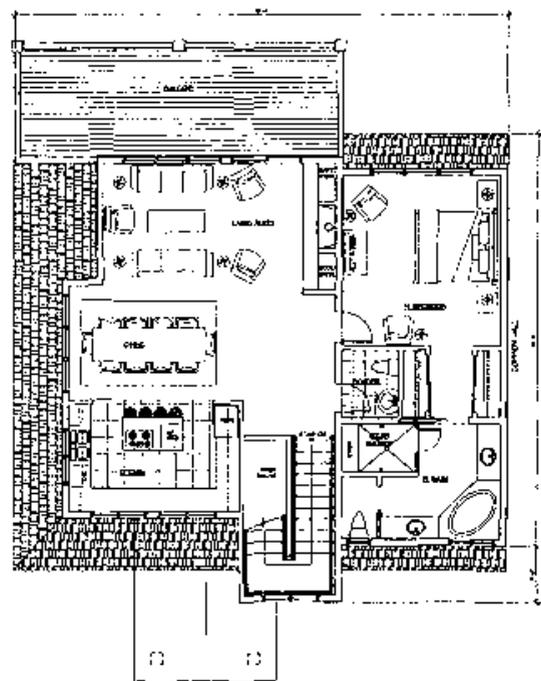
UNIT 'C' SECTION



UNIT 'C' SECTION



UNIT 'C' LOWER FLOOR PLAN



UNIT 'C' UPPER FLOOR PLAN

RECEIVED
OCT 08 2008
CLERK OF THE
BOARD OF SUPERVISORS

301



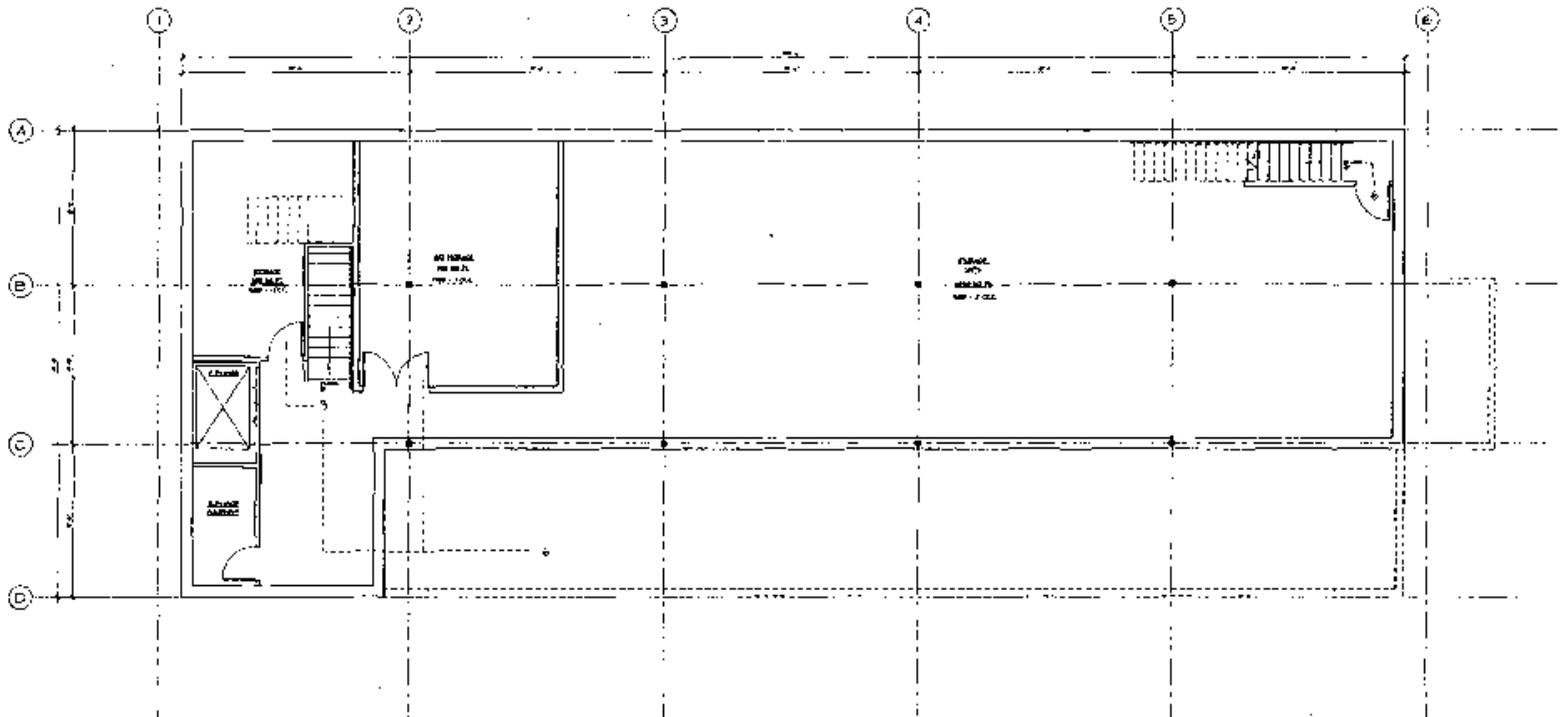
TAHOE VISTA
A New Affordable/
Employee Housing
and Interval
Ownership Resort

A.P.N. 117-071-025
SHEET NO. 10 OF 10

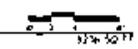
NOT FOR CONSTRUCTION

UNIT 'C' FLOOR PLANS

A2.1C



BASMENT FLOOR PLAN



RECEIVED
OCT 08 2008
CLERK OF THE
BOARD OF SUPERVISORS

302

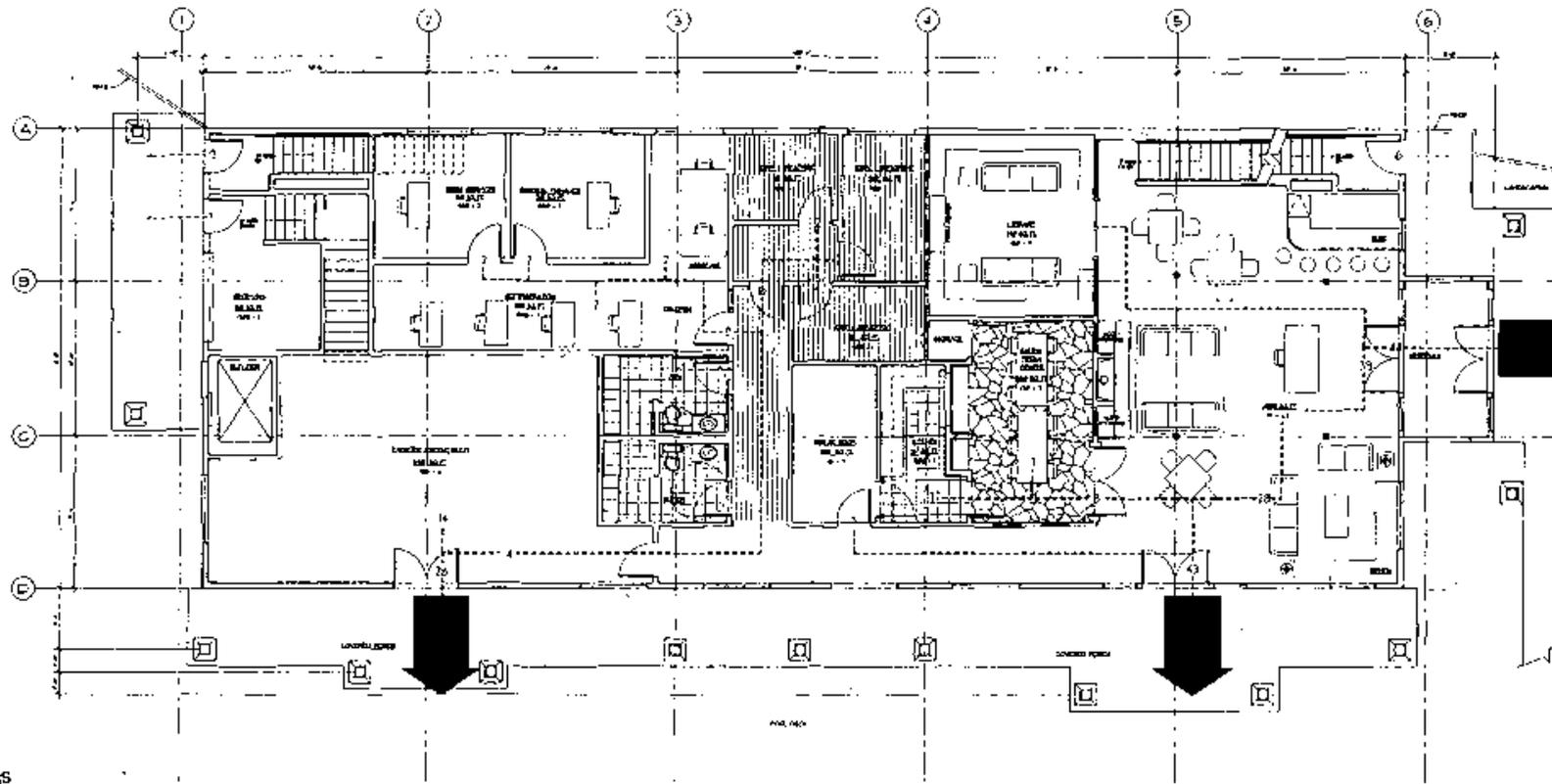
TAHOE VISTA
A New Affordable/
Employee Housing
and Interval
Ownership Resort

APN 117-071-029

NOT FOR CONSTRUCTION
CLUBHOUSE BASEMENT
FLOOR PLAN

A2.1 CH

REVISIONS



RECEIVED
 OCT 08 2008
 CLERK OF THE
 BOARD OF SUPERVISORS

303

TAHOE VISTA
 A New Affordable/
 Employee Housing
 and Interval
 Ownership Resort

APP. 11/2/07-025

NOT FOR CONSTRUCTION

CLUBHOUSE FIRST FLOOR

A2.2 CH

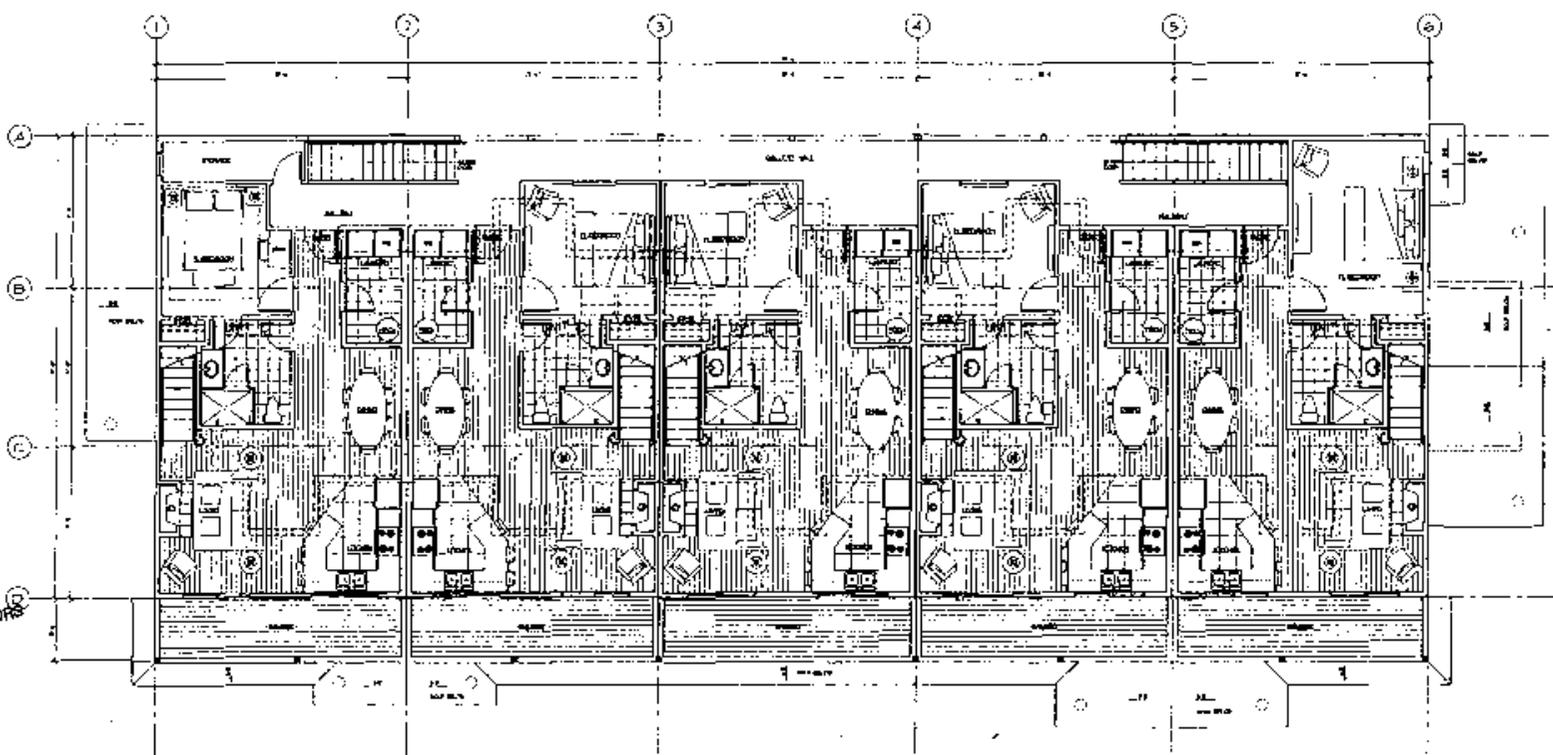


TAHOE VISTA
A New Affordable/
Employee Housing
and Interval
Ownership Resort

APP. 11/07/09

NOT FOR CONSTRUCTION
CLUBHOUSE SECOND FLOOR
PLAN

A2.3 CH



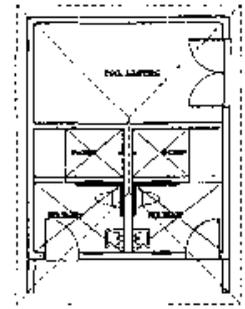
SECOND FLOOR PLAN - 9' IN "D" * 1220 SQFT EACH NET AREA (EXC. GALLERY HALL - BALCONY'S)
SUBTOTAL = 6,150 SQ. FT.

RECEIVED
OCT 08 2008
CLERK OF THE
BOARD OF SUPERVISORS

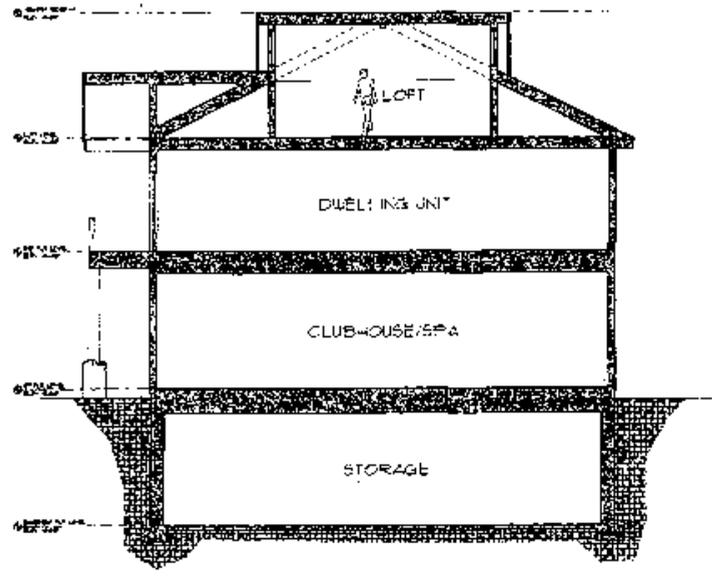
RECEIVED
OCT 18 2008
CLERK OF THE
BOARD OF SUPERVISORS

304

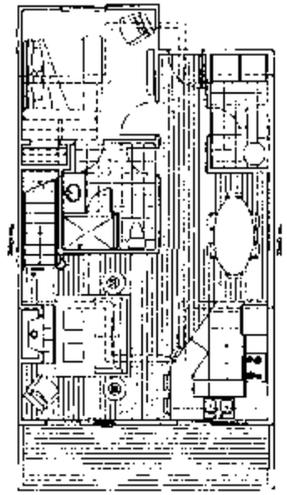
RECEIVED
 OCT 08 2008
 CLERK OF THE
 BOARD OF SUPERVISORS



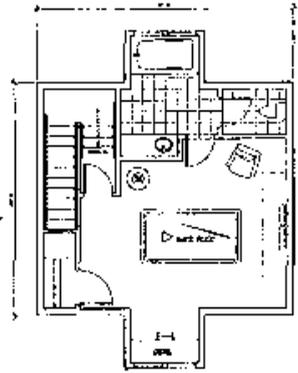
POOL HOUSE FLOOR PLAN
 1/8" = 1'-0"



CLUBHOUSE BUILDING SECTION
 1/8" = 1'-0"



UNIT 'D' FLOOR PLANS
 5 UNIT 'D' = 1250 SQ FT EACH NET AREA (ENTR., GALLERY HALL, + BALCONY)
 TOTAL = 6250 SQ FT



TAHOE VISTA
 A New Affordable/
 Employee Housing
 and Interval
 Ownership Resort

APP 11/02/10/2
 DATE
 BY
 CHECKED

NOT FOR CONSTRUCTION
 CLUBHOUSE SECOND FLOOR &
 LOFT

A2.4 CH

305

TAHOE VISTA PARTNERS LLC

P.O. Box 2490
Napa, California 94558
(707) 226-6004
(707) 253-8798 fax

RECEIVED
OCT 08 2008
CLERK OF THE
BOARD OF SUPERVISORS

AGENDA ITEM
DATE: 10/8/08
TIME: 2:00 PM

DATE 10/8/08

Board of Supervisors - 5

County Executive Office

County Counsel

Mike Boyle

Planning 3:00

October 7, 2008

Friends of Tahoe Vista
c/o Leah Kaufman
P.O. Box 253
Carnelian Bay, CA 96140

COPY

Re: Final Project Modifications

Dear Leah,

I would like to thank you for taking the time to meet with us during the past several weeks. The meetings and many discussions have been productive and helpful. We do care about your thoughts and concerns and are pleased to report to you that we have agreed to incorporate them into our modified plans.

As you know some of the items that were proposed earlier were contingent on a final resolution and signed settlement agreement by this past Friday which did not occur.

I am enclosing an 11 x 17 reduced size set of the plans with the original of this letter. The following changes and modifications are being reviewed by TRPA and Placer County. These modifications are based upon not having to recirculate the EIR and are subject to the approval of Placer County, and confirmation by TRPA that these changes can be approved administratively.

- 1) Conveyance Fee: As you know the League to Save Lake Tahoe has requested that we pay a conveyance fee. We have discussed the possibility of various fees and we are agreeing to have our owners pay a two percent (2%) Conveyance Fee when their fractional units are resold. This will be allocated with a half percent going to public transit in Tahoe Vista, a half percent going for existing homes that can be utilized for workforce housing and one percent going to open space or recreational lands in the north Tahoe basin.

- 2) Density & Massing: The building floor plans have been reduced to the smallest footprint that is feasible. Let me summarize the final reductions:

Building	Original Size	Current Size	Total Reduction
a. Unit A	2,302	2,060	2,904 sq. ft.
b. Unit B	2,902	2,390	8,704 sq. ft.
c. Unit C	3,598	2,843	3,775 sq. ft.
d. Clubhouse			1,500 sq. ft.
e. Affordable Homes			8,477 sq. ft.

- 3) Coverage: With the incorporated changes and retention of the fire exit at the rear of the development, we have been able to reduce coverage by 6,869 square feet.
- 4) Parking: Alternative E which was approved by both the Placer County Planning Commission and TRPA had 128 spaces with the affordable homes. Under the current plans with the off site affordable mitigation we gain 13 parking spaces.
- 5) People & Cars: This came up as a result of the meetings that we had with the League to Save Lake Tahoe but we have undertaken four changes to address your and the League's concerns.
- We have removed ten bedrooms from the C and D units and made them game rooms.
 - We have agreed to operate a shuttle van to transport guests and owners to the local ski resorts and other attractions.
 - We will have the management company maintain TART cards/route maps for use of the guests and owners to encourage the use of mass transit.
 - We will also make bicycles along with area bike trail maps available to our owners and guests at not charge to encourage the use of bicycles.

- 6) Fire Access: We will agree, subject to approval from Alex Mourelatos and a letter from Mark Haas acceptable to us, to move the road and install additional landscaping. We will agree to install two gates and keep them closed so that this is only for emergency fire access. The gates will have a Knox box installed on them. It is critical that Mark follows up on the letter or I do not think that Placer County will allow the change.
- 7) Affordable Housing: Subject to TRPA and Placer County approval we are agreeable to mitigating the affordable housing by purchasing existing properties off-site in the vicinity and deed restricting them. Under this approach, six affordable housing units required by Placer County code would be provided off site. Some of the details still need to be worked out.
- 8) Pedestrian Friendly: We are agreeable to using pavers and making the sidewalks two feet larger than the county standard to make the sidewalks more "pedestrian friendly".
- 9) RV Mitigation: We will agree to work with "Friends" to take another run at having the RV pads installed at the nearby NTPUD regional park. While we agree to give this our best efforts we can not make any promises about the outcome.
- 10) Sound walls: The sound wall is a mitigation measure under the environmental document. If we are allowed to do off site mitigation for the affordable homes we will evaluate if this condition of approval may be eliminated. In the event a sound wall is required regardless, we will face the exterior with stone or wood so that it appears as a fence as viewed from the highway.
- 11) Beach parking: TVP will agree to allocate eight spaces reserved for beach parking as indicated on the enclosed site plan.
- 12) We will not allow boat or boat trailer parking on the site and this will be contained in our CC&R's.

Leah, I would like to thank you again for all of your efforts to make this project as appealing as possible to the local community.

Best regards,



Tim Wilkens
TW/me

cc: Wyatt Ogilvy
Joe Lanza
Rafe Miller
Joanne Auernbach
Michael Johnson
Board of Supervisors
Stacy Wydra
Theresa Avance
Jeff Fagan
Don Burtis
Nanette Hansel
Whit Manley
The League to Save Lake Tahoe
Tahoe Vista Community Meeting Attendees

Tim Wilkens

From: "Tim Wilkens" <twilkens@interx.net>
To: "Barbara Haas Tahoe Community" <bhaas72@sbcglobal.net>
Sent: Monday, October 06, 2008 1:26 PM
Subject: Fire Exit

Hi Mark,

I was able to find your email address but I do not have your phone number. I spoke to Alex and he is open to moving the exit but I need to make sure that if we make these changes that you have requested that you will give us a letter that confirms your satisfaction with the modifications that we have discussed

Please give me your number or call me at 707-226-6004.

Best regards,

Tim

Tim Wilkens

From: "Leah Kaufman" <leah.lkplanning@sbcglobal.net>
To: "Tim Wilkens" <twilkens@interx.net>, "Joe Lanza" <jlbears7@hotmail.com>
Cc: "Rochelle Nason" <Rochelle@KeepTahoeBlue.org>; "Flavia Sordelet" <flavia@keep TahoeBlue.org>; "Ellie" <tahoellie@yahoo.com>; "Dale Chamblin" <pamndale@sbcglobal.net>; "barbara haas" <bhaas72@sbcglobal.net>
Sent: Monday, October 06, 2008 9:22 PM
Subject: response to meeting on thursday October 2, 2008

Dear Tim,

Thank you for rolling up your sleeves. The Friends appreciate your willingness to work with us so lets get to work. We also appreciate your efforts on the redesign of garages under buildings. Do you know how many will fit under the buildings and when this plan will be available to both the League as well as us??

The Friends went back to our neighbors, consulted with the League and our friends at the Sierra Club, and unfortunately we are not ready to sign any settlements. We would like to discuss the following:

1. The baseline that we are using for massing will be based on a map dated April 9, 2008 given to us by your planning consultant Wyatt Ogilvy. The following are sizes as shown for Alternative E which is also what the final EIS reflects:

Based on this map the units sizes are as follows:

Unit A- 2250 sf
Unit B- 2750 sf
Unit C- 3277 sf
Unit D- 1230 sf

You have changed the unit mix of Alternative E. You reduced the number of two bedroom units which are smaller by 2. You increased the number of Unit B's which are larger by 2. You kept the number of C's the same as well as Unit D's. This juggling of units is discouraging.

Your proposal is for:

Unit A- 2060 sf
Unit B - 2390 sf
Unit C- 2843 sf
Unit D- 1230 sf

This represents a net reduction of 10,570 sf which is about a 40% reduction in mass for the project itself - not withstanding the affordable units. We maintain that while mass overall is being reduced by removal of the affordable units- which is mitigation for the project. The project itself has not changed substantially.

With the affordable units- at 1117 sf per our site plan- this is another reduction of 7819 sf. Total reduction of 18,389 sf is approx a total reduction of massing of 17%. The community has been asking for a reduction of 40-50% in massing.

We still feel the unit sizes are large compared to projects that are similar within a 10 minute radius - i.e. Hyatt and the Ritz at Northstar.

The community also has asked for a reduction in the number of units- we have been willing to negotiate up - however you have not been willing to negotiate down; and this is a problem.

Fire access. Hammerhead requires a 52 foot road (not good). A on-site loop road requires 26 foot legs. This is workable. If an off-site emergency access is going to happen then it has to be 15 feet from Haas deck, with vegetated berm and a permanent deed restriction with a 42 foot wide gate across Toyon.

Tim Wilkens

From: "Tim Wilkens" <twilkens@interx.net>
To: "Leah Kaufman" <leah.lkplanning@sbcglobal.net>, "Ellie" <tahcellie@yahoo.com>
Cc: "Bill Yeates" <BYeates@kenyonyeates.com>
Sent: Wednesday, October 01, 2008 10:39 AM
Subject: Re: Draft Agreement

Hi Leah

If you need to discuss anything I would suggest that we talk today since time is very short

Tim

----- Original Message -----

From: Leah Kaufman
To: Tim Wilkens , Ellie
Cc: Rochelle Nason , Bill Yeates
Sent: Wednesday, October 01, 2008 10:31 AM
Subject: Re: Draft Agreement

Tim,

1. Mark has recieved the package of info you sent.
2. We have spoken to Bill
3. We spoke to the fire dept - Mark was at this meeting and can discuss this tomorrow
4. We are not on the same page with the settlement and are therefore not ready to sign we can discuss this tomorrow

Leah

Tim Wilkens

From: "Leah Kaufman" <leah.lkplanning@sbcglobal.net>
To: "Tim Wilkens" <twilkeris@interx.net>; "Ellie" <tahoellie@yahoo.com>
Cc: "Rocheile Nason" <Rocheile@KeepTahoeBlue.org>; "Bill Yeates" <BYeates@kenyonyeates.com>
Sent: Wednesday, October 01, 2008 10:31 AM
Subject: Re: Draft Agreement

Tim,

1. Mark has received the package of info you sent.
2. We have spoken to Bill
3. We spoke to the fire dept - Mark was at this meeting and can discuss this tomorrow
4. We are not on the same page with the settlement and are therefore not ready to sign- we can discuss this tomorrow

Leah

----- Original Message -----

From: Tim Wilkens
To: Leah Kaufman ; Ellie
Sent: Wednesday, October 01, 2008 7:51 AM
Subject: Draft Agreement

Hi Leah and Ellie,

It has been five days since we sent you the revised site plan, floor plans, fire exit and summary of changes. When I spoke to Whit yesterday he indicated that he has not heard from Bill or anyone on the changes or comments related to the settlement agreement.

Can you follow up with Bill today and also confirm that Mark received the package that I sent to you on Friday? I would also like to know if you have made any progress with the fire dept.

We have until this Friday at 5:00 pm to finalize the agreement. I am planning on meeting with you on Thursday at 3:00. I think it would be a good idea to bring Joe so that we can finalize any details.

I am in my Napa office all day today if you need to speak to me.

Best regards,

Tim

Tim Wilkens

From: "Leah Kaufman" <leah.ikplanning@sbcglobal.net>
To: "Wyatt Ogilvy" <wyatt@ogilvyanduse.com>
Cc: "Ellie" <tahoellie@yahoo.com>; "Bill Yeates" <BYeates@kenyonyeates.com>; "Mike Akbar" <mikea@collaborativedesignstudio.com>; "Tim Wilkens" <twilkens@interx.net>; "Joseph Lanza" <lanzamiller@sbcglobal.net>
Sent: Wednesday, October 01, 2008 1:52 PM
Subject: Re: Coverage Reductions

Hi Wyatt,

Thanks for the info. I have no idea why you would bring up 70% coverage for a vacant lot in a community plan as you know that for a developed parcel 50% is the limit if not for grandfathered coverage.

Leah

----- Original Message -----

From: "Wyatt Ogilvy" <wyatt@ogilvyanduse.com>
To: "Leah Kaufman" <leah.ikplanning@sbcglobal.net>
Cc: "Ellie" <tahoellie@yahoo.com>; "Bill Yeates" <BYeates@kenyonyeates.com>; "Mike Akbar" <mikea@collaborativedesignstudio.com>; "Tim Wilkens" <twilkens@interx.net>; "Joseph Lanza" <lanzamiller@sbcglobal.net>
Sent: Wednesday, October 01, 2008 1:02 PM
Subject: Coverage Reductions

> Leah,

>

> There were two sets of revised plans provided to you and the League,
> one without the secondary emergency vehicle access and one retaining
> it. The coverage reduction resulting from the revised project would
> be as follows:

>

> With Secondary Access - 15,506 square feet, or a 9% reduction from
> existing conditions
> Without Secondary Access - 18,871 square feet, or a 11% reduction
> existing conditions

>

> We have not heard the outcome of any dialogue that the Friends have
> had with NTFPD related to the secondary access, so I am not sure which
> might ultimately apply. In either case, these reductions exceed the
> target five percent reduction in the Community Plans and the resulting
> coverage is far below the seventy percent that would be allowed for a
> vacant parcel in an adopted Community Plan under the current TRPA Code
> [Subsection 20.3.C(1)(b)].

>

> I hope that answers your question

>

> Wyatt Ogilvy

Tim Wilkens

From: "Leah Kaufman" <leah.lkplanning@sbcglobal.net>
To: "Tim Wilkens" <twilkens@interx.net>, <tahoellie@yahoo.com>, <wyatt@ogilvylanduse.com>;
"Rochelle Nason" <Rochelle@KeepTahoeBlue.org>
Cc: "'Carl Young League to Save LT'" <carl@KeepTahoeBlue.org>, "Barbara Haas Tahoe
Community" <bhaas72@sbcglobal.net>, "Leisa Jones" <ljones5@napanet.net>; "W Wyatt Ogilvy"
<wyatt@ogilvylanduse.com>, "Joe Lanza" <LANZAMILLER@sbcglobal.net>
Sent: Monday, September 29, 2008 5:09 PM
Subject: Re: League Site visit before meeting

We have our meeting set for 3:00 pm at the North Tahoe Conference Center in Kings Beach, CA. We have the room for two hours.

Those that want to do a site visit can coordinate before the meeting with Joe and Wyatt
leah

----- Original Message -----

From: Tim Wilkens
To: Leah Kaufman ; tahoellie@yahoo.com ; wyatt@ogilvylanduse.com ; Rochelle Nason
Cc: 'Carl Young League to Save LT' ; Barbara Haas Tahoe Community ; Leisa Jones ; W Wyatt Ogilvy ; Joe Lanza
Sent: Monday, September 29, 2008 4:13 PM
Subject: Re: League Site visit before meeting

3:00 on Thursday is fine but we really need a meeting room. If you want to go out to the site you are welcome to just coordinate it with Wyatt and Joe.

Tim

----- Original Message -----

From: Leah Kaufman
To: Tim Wilkens ; tahoellie@yahoo.com ; wyatt@ogilvylanduse.com ; Rochelle Nason
Cc: 'Carl Young League to Save LT' ; Barbara Haas Tahoe Community ; Leisa Jones
Sent: Monday, September 29, 2008 1:10 PM
Subject: Re: League Site visit before meeting

I have spoken to Rochelle. 3:00 on Thursday works. We would like this meeting close to the site so that a site visit might be possible slightly before hand. Wyatt do you have suggestions on a meeting spot? I could ask the fire dept for as to availability?

Thanks,
Leah

----- Original Message -----

From: Tim Wilkens
To: tahoellie@yahoo.com ; wyatt@ogilvylanduse.com ; Rochelle Nason
Cc: 'Carl Young League to Save LT' ; Leah Kaufman Tahoe Community ; Barbara Haas Tahoe
Community ; Leisa Jones
Sent: Monday, September 29, 2008 9:04 AM
Subject: Re: League Site visit before meeting

Ellie,

I will have Leisa Jones from my office contact Rochell and Leah to confirm the meeting on Thursday

Tim

----- Original Message -----

315

10/7/2008

Tim Wilkens

From: "Leah Kaufman" <leahlkplanning@sbcglobal.net>
To: "Tim Wilkens" <twilkens@interx.net>; <tahoellie@yahoo.com>; <wyatt@ogilvylanduse.com>;
"Rochelle Nason" <Rochelle@KeepTahoeBlue.org>
Cc: "Carl Young League to Save LT" <carl@KeepTahoeBlue.org>; "Barbara Haas Tahoe
Community" <bhaas72@sbcglobal.net>; "Leisa Jones" <ljones5@napanet.net>
Sent: Monday, September 29, 2008 1:10 PM
Subject: Re: League Site visit before meeting

I have spoken to Rochelle. 3:00 on Thursday works. We would like this meeting close to the site so that a site visit might be possible slightly before hand. Wyatt do you have suggestions on a meeting spot? I could ask the fire dept for as to availability?

Thanks,
Leah

----- Original Message -----

From: Tim Wilkens
To: tahoellie@yahoo.com; wyatt@ogilvylanduse.com; Rochelle Nason
Cc: "Carl Young League to Save LT"; "Leah Kaufman Tahoe Community"; Barbara Haas Tahoe Community;
Leisa Jones
Sent: Monday, September 29, 2008 9:04 AM
Subject: Re: League Site visit before meeting

Ellie.

I will have Leisa Jones from my office contact Rochell and Leah to confirm the meeting on Thursday.

Tim

----- Original Message -----

From: Ellie
To: wyatt@ogilvylanduse.com; "Tim Wilkens"; Rochelle Nason
Cc: "Carl Young League to Save LT"; "Leah Kaufman Tahoe Community"; Barbara Haas Tahoe Community
Sent: Sunday, September 28, 2008 10:02 PM
Subject: RE: League Site visit before meeting

As noted below, and stated by Rochelle, we have some confusion on meeting date.
Also clarify who is setting up the meeting location and time.

Tim Wilkens and Wyatt,
Please clarify meeting date. Oct 2 or Oct 7.

Clarification needed as soon as possible. We are all juggling schedules.

Thank you ~Ellie

--- On Sun, 9/28/08, Rochelle Nason <Rochelle@KeepTahoeBlue.org> wrote:

From: Rochelle Nason <Rochelle@KeepTahoeBlue.org>
Subject: RE: League Site visit before meeting
To: tahoellie@yahoo.com, wyatt@ogilvylanduse.com, "Tim Wilkens"
<twilkens@interx.net>
Cc: "Carl Young League to Save LT" <carl@KeepTahoeBlue.org>; "Leah Kaufman Tahoe

316

10/7/2008

TAHOE VISTA PARTNERS LLC

**P.O. Box 2490
Napa, California 94558
(707) 226-6004
(707) 253-8798 fax**

September 26, 2008

Friends of Tahoe Vista
c/o Leah Kaufman
P.O. Box 253
Carmelian Bay, CA 96140

Re: Final Project Modifications

Dear Leah,

I would like to thank you for taking the time to meet with us last week. The discussion was productive and helpful.

I am attaching an electronic copy of the modified site plan and modified emergency fire access plans. You can coordinate with Wyatt to get larger size sets or copies of the new floor plans. There are two versions of the site plan one with a "hammer head" and one that has the recently added but modified fire exit. The "hammer head" version should be available on Monday. We are fine with either plan.

I am also enclosing a "draft" Settlement Agreement and letter to withdraw the appeal that was filed.

In response to your group's concerns and those of the league I will summarize the final changes that are the result of our conversations, meetings and input.

Please carefully review these so that we may meet this coming Thursday and execute the agreements and letters. I am available on Tuesday and Wednesday to review any changes that need to be made.

Please call me to confirm a time and location for our Thursday meeting.

The following changes and modifications are being reviewed by TRPA and Placer County. These modifications are based upon not having to recirculate the EIR and are subject to the approval of Placer County, and confirmation by TRPA that these changes can be approved administratively. These modifications are being offered subject to finalizing an executed agreement and withdraw of the appeal by 5:00 p.m. PST on October 3, 2008. If an agreement is not completed by this time then items 4, 5, 7 (b), 8 & 9 will not be offered.

- 1) Density & Massing: Our engineers explored underground options but the grading required would do more damage to the trees than we would benefit from with underground parking. We did however come up with some attractive alternatives. By attaching some of the garages to the club house and making the upper garage structures smaller so that they would fit along the road we were able to make a substantial reduction in coverage and create an additional open space buffer. The floor plans have been reduced to the smallest footprint that is feasible. Let me summarize these reductions:

Building	Original Size	Current Size	Total Reduction
a. Unit A	2,302	2,060	2,904 sq. ft.
b. Unit B	2,902	2,390	8,704 sq. ft.
c. Unit C	3,598	2,843	3,775 sq. ft.
d. Clubhouse			1,500 sq. ft.
e. Affordable Homes			8,477 sq. ft.

- 2) People & Cars: This is a refined definition that came from our meetings. We have undertaken four changes here to reduce the impact and concerns. We have removed ten bedrooms from the C and D units and made them game rooms. We have agreed to operate a shuttle van to transport guests and owners to the local ski resorts and other attractions. We will have the management company maintain TART cards/route maps for use of the guests and owners to encourage the use of mass transit. We will also make bicycles along with area bike trails available to our owners and guests at not charge to encourage the use of bicycles.

- 3) Parking: The new plan has 15 additional spaces. These spaces are in addition to the 128 spaces approved by the County Planning Commission.
- 4) Fire Access: We are supportive of a "hammer head" to county fire standards as originally approved ore we are supportive of moving the road 10 – 15 feet as indicated by the enclosed plans. If the gate is installed we would have two gates, one at the end of our property line and one on Toyon Drive.
- 5) Affordable Housing: Subject to TRPA and Placer County approval we are agreeable to mitigating the affordable housing by purchasing existing properties and deed restricting them. Under this approach, affordable housing required by County Code would be provided off site. Some of the details still need to be worked out.
- 6) Pedestrian Friendly: We are agreeable to using pavers and making the sidewalks larger than the county standard to make the sidewalks "pedestrian friendly".
- 7) Mitigation Fees: (a) We will work with "Friends" to take another run at having the RV pads installed at the near by NTPUD park. While we agree to give this our best efforts we can not make any promises about the outcome.
(b) We have also proposed to create a local nonprofit foundation to serve Tahoe Vista's needs. From every fractional owner that stays at the property a daily fee of \$3 would be assessed and donated to this foundation. The foundation could then use this money for local community needs. A board of ten members would manage this foundation. TVP would appoint five members and "Friends" could appoint five members.
- 8) Sound walls: If we are allowed to do off site mitigation for the homes then this condition of approval should be eliminated.
- 9) CC&R's, Street Landscaping Plan and Exterior Colors: We would welcome input from "Friends".
- 10) Beach Maintenance: The community wants a public toilet on the beach and TVP supports the county and TRPA spending some of our mitigation money on this. TVP is also willing to undertake the oversight of the beach maintenance and concessions.
- 11) Tree removal: We welcome the "Friends" input on the plan for trees over 30".
- 12) Spindle shank's parking: TVP will agree to allocate eight spaces reserved for beach parking.

13) Coverage: By altering the parking we reduced coverage. Mike will have the exact calculations on Monday.

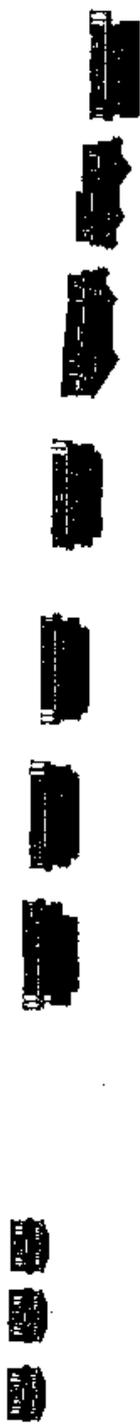
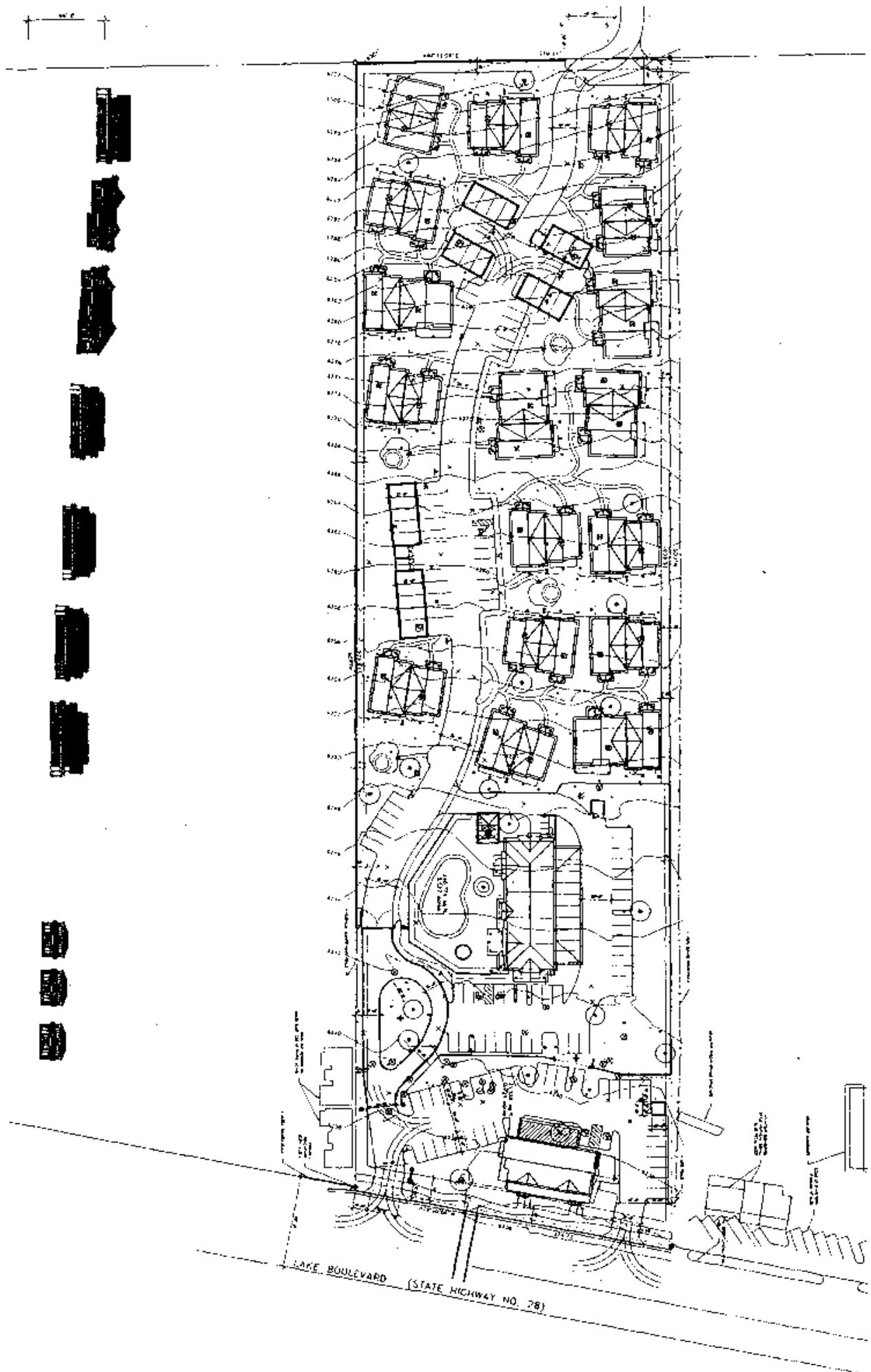
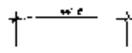
14) TMDL: We will meet or exceed all BMP standards.

Leah, I would like to thank you again for all of your efforts to make this project as appealing as possible to the local community.

Please feel free to call me at my office, home or on my cell phone to discuss any of these points.

Best regards,

Tim Wilkens
TW/me



**EAUGE AND FRIENDS OF TAHOE VISTA MEETING #1 TO
ADDRESS CONCERNS OF THE FRIENDS AND THE LEUAGE WITH TAHOE
VISTA PARTNERS.**

MEETING DATE: September 22, 2008

In attendance:

Rochelle Nason- League to Save Lake Tahoe -Executive Director
Carl Young- League
Fiona- League
Tim Wilkens- Tahoe Vista partners
Wyatt Ogilvy- consultant for Tahoe Vista Partners
Mark Haas- Appellent and Friend of Tahoe Vista
Leah Kaufman- Friend of Tahoe Vista
Ellie Waller- Friend of Tahoe Vista
Pam Chamblin- Friend of Tahoe Vista

Purpose: To discuss position and concerns of the League to Save Lake Tahoe and Friends of Tahoe Vista in regards to the Tahoe Vista Partners/Sandy Beach project (Alternative E proposal). Determine if there are issues common to both groups and to determine any differences between the groups. This meeting was not intended to be a settlement meeting just a discussion.

Rochelle started the meeting by expressing the overall concerns of the League regarding TRPA carrying capacities, a 22 year old Regional Plan and TRPA ability to keep approving large projects. The League was also there to explain why they were at the table and what concerns they have regarding the Sandy Beach project.

Leagues' Main Issues:

1. Land Coverage
2. Affordable Housing
3. Loss of Recreation and in kind replacement (campground)
4. Parking/Transportation
5. TMDL

Friends' Main Issues:

1. Massing/coverage
2. Parking/Transportation
3. Mitigation being used locally ✓
4. Affordable housing- in agreement with League

of Toyon as a major artery road for future projects? Would like a permanent deed restriction on emergency access road.

Mitigation Fees

- Suggestions by the developer included a proposal that Wyndham will set up a non-profit community foundation for Tahoe Vista based on collection of daily user fees. Wyndham to collect \$3 from every unit as a day use fee and will put money aside for a "Tahoe Vista" non-profit Community Foundation. League would like a transient fee similar to the Martis Valley for money to be used for open space. Discussions regarding campground replacement or in lieu fee did not result in any kind of solution or proposals. More discussion needed. Other fees not providing a direct benefit to the Tahoe Vista community was also a issue.

Affordable Housing

Friends, League and Developer appear to have consensus that affordable housing should be provided off site purchasing existing inventory rather than building new or mixing fractional use with housing. Friends would like to see housing purchased in Tahoe Vista.

TMDL

League would like to see BMP's for a 50 year storm- due to concerns with TMDL.> Current proposal is for the 20 year 1 hour storm.]

Miscellaneous

- Need meeting with Curtis Aaron regarding future recreation at Regional Park and to discuss CDM deficiencies report regarding water storage for fire.
- TVP will provide maps showing what the proposed bike trail system from the Highway to the Park is going to look like and what properties it goes thru.
- Grading issues to be discussed further.- concern that 95% site grading will result in the death of 100% of the trees two years after foundations are put in.
- TVP to talk with Wyndham about the proposed "gate." Community does not want gate.
- No separate beach club is being pursued – even though Wyndham is telling public otherwise in sales center. (This has stopped).
- Community can review CC&R's and Management duties once written.
- Minimum LEED certification will be pursued.
- Design Charette to determine architectural style
-
- LJM Design Group doing landscape plan – Community to have input.
- Snow storage meets County standards according to Wally Auerbach-engineer.

- Trash enclosures have closets attached to every dwelling. Two main dumpsters on site.
- Phasing in two phases. Phase 1 - 21 units and street amenities, improvements to Spindleshanks etc, Phase 2 - remainder units.

Conclusion-

Developer and their consultants to go back to drawing board to determine parking and massing proposals and how to meet concerns of League and Friends as stated above. Height of Spindleshanks building to be measured. Next meeting to be on October 2 or October 7th.

Carl would like permission to take photos and walk property. Waiting for response from developer.

Common Issues

Friends and the League expressed that density is not so much the issue in terms of number of units but the bulk, mass, size and coverage taken up by the larger units proposed as part of this project. The size of units and land coverage result in additional impacts such as increased traffic or VMT, TMDL's due to hard surface conversion of soft coverage contributing to runoff and nutrients to the lake, tree removal, and occupancy and infrastructure issues. The idea of a 39 unit B&B or 39 one room TAU's is more acceptable than excessively large 2,3, and 4 bedroom units. Rochelle asked if the developer knew of any examples of similar fractional projects to look at that are built.

Parking/Transportation

-League would like to see innovative ideas for transportation, parking, and reduction of dependence on the automobile. League would like no additional parking from what is currently proposed but reduction in bedrooms and size of project along with innovative ideas to encourage less dependence on the automobile are encouraged. Friends want to make sure that parking deficiencies do not contribute to more issues with parking on the highway. Other ideas bounced around included:

- Designated beach parking behind Spindleshanks Restaurant.
- Larger sidewalks for pedestrian access
- Permanent deed restriction in CC&R's regarding no storage of boats or trailers on property or in parking spaces. Working with local marinas for boat and trailer parking and storage.
- Parking Management Plan
- On demand shuttle/vans
- Work with Tart and local ski areas- stop for skiers
- Sticker program for locals
- Bikes available on site for the fractional owners.

Discussions ensued that 14 parking spaces could be placed partially underground resulting in removal of two garage buildings.

Fire Access

Mark Haas (appellant) represented that his first choice for emergency fire access is that Tahoe Vista Partners provide emergency fire access on their own property in the form of a hammerhead or loop road. Not as desirable is a relocated fire road with at least 15 feet of space between him and the road and a vegetated tiered living berm between the road and his house. No basketball court or striping.

Friends expressed a desire to understand more how the emergency fire access road and bike trail is layed out. Also to make sure everyone understands what is occurring with the extension of Toyon Road and future projects. Does emergency access gate preclude use

**AGREEMENT CONCERNING
TAHOE VISTA / SANDY BEACH PROJECT**

This Agreement and Release of Claims ("Agreement") is made and entered into by and among the following persons, organizations and entities: Friends of Tahoe Vista (an unincorporated association); Mark Earl Haas (an individual); and Tahoe Vista Partners LLC (a limited liability corporation). The purpose of this Agreement is to set forth a binding Agreement among the Parties with respect to the future development of the Tahoe Vista / Sandy Beach project located in the unincorporated community of Tahoe Vista in Placer County, California.

DEFINITIONS

For purposes of this Agreement, the terms listed below are defined as follows:

1. "Applicant" means Tahoe Vista Partners LLC.
2. "Board" means the Board of Supervisors for Placer County.
3. "CEQA" means the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.).
4. "Code" means the TRPA Code of Ordinances.
5. "Commission" means the Placer County Planning Commission.
6. "Compact" means the Tahoe Regional Planning Compact.
7. "County" means Placer County, California.
8. "EA" means Environmental Assessment.
9. "Effective Date" means the date this Agreement takes effect. The Effective Date shall be the date the Parties sign this Agreement, as indicated below. If the Parties sign this Agreement on different dates, then the latest date of signing by a Party shall be the Effective Date.
10. "EIR" means Environmental Impact Report.
11. "FOTV" means the "Friends of Tahoe Vista," an unincorporated association.
12. "Mr. Haas" means Mark Earl Haas.
13. "Parties" means, collectively, the Applicant, FOTV and Mr. Haas. "Party" means, singularly, the Applicant, FOTV or Mr. Haas, as indicated by context.
14. "Project" means the proposal to construct TAUs and related improvements on the Property.

15. "Property" means +/- 6.25 acres of real property located at 6873 North Lake Boulevard in the unincorporated community of Tahoe Vista in the County.
16. "Revised Project" means the project described in paragraph 2 of this agreement.
17. "TAU" means tourist accommodation units.
18. "Tolling Agreement" means the tolling agreement between the Parties described in Recital H.
19. "TRPA" means the Tahoe Regional Planning Agency.

RECITALS

- A. In November 2002, the Applicant submitted applications for the necessary entitlements to move forward with the Project.
- B. In August 2004, the County issued a "notice of preparation" of an EIR for the project.
- C. On January 9, 2008, the County and TRPA released a Draft EIR/EA for the Project. The County and TRPA circulated the document for a 60-day public review period. At the time, the Applicant proposed to construct 45 TAUs and ten affordable/employee housing units.
- D. On June 30, 2008, the County and TRPA released a Final EIR/EA for the Project. The Final EIR/EA described certain modifications to the Project proposed in order to respond to input from comments submitted on the Draft EIR/EA. The Final EIR/EA identified the modified Project as "Alternative E – Modified Reduced Development." This alternative consisted of 39 TAUs and six affordable/employee units, plus related infrastructure.
- E. On July 10, 2008, the Commission approved the Project. As approved by the Commission, the Project consists of 39 interval ownership TAUs, six affordable housing units, a clubhouse/administration building, improvements to the existing main two-story commercial building housing the Spindleshanks Restaurant, and related infrastructure.
- F. On July 21, 2008, Mr. Haas filed an appeal of the Commission's decision. Mr. Haas is a neighbor of the Property.
- G. On July 23, 2008, the TRPA Governing Board approved the Project. The Project, as approved by TRPA, is substantially identical to the Project approved by the Commission on July 10, 2008.

H. On or about September 17, 2008, FOTV, the League to Save Lake Tahoe and the Applicant entered into a tolling agreement. The tolling agreement extends the deadline for filing a challenge under the Compact or the Code to TRPA's decision to approve the Project. The extended deadline applies to FOTV and the League to Save Lake Tahoe. The extended deadline is October 15, 2008.

I. The Board has preliminarily scheduled to conduct a hearing on Mr. Haas' appeal on October 20, 2008.

J. FOTV, Mr. Haas and the Applicant, through this agreement, wish to resolve their differences regarding the nature and scope of the Project. Based on discussions among the Parties, the Applicant has agreed to seek modification of the Project in certain respects, referred to in this agreement as the "Revised Project," and described in section 2 of this agreement. FOTV and Mr. Haas have agreed not to oppose the Revised Project. The Parties intend that the County's approval of the Revised Project will resolve their disputes and settle all Claims with respect to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and/or covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals and Definitions.

Each recital and definition set forth above is incorporated herein by reference and is made part of this Agreement. Any conflict between the general provisions of the recitals and the specific provisions of this Agreement shall be resolved in accordance with the specific provisions of this Agreement.

2. Revised Project

a. Upon approval of this agreement, the Applicant shall promptly submit to the County a request that the County approve the Revised Project, rather than the Project as approved by the Commission. The Revised Project shall be consistent with the Project as approved by the Commission, except as follows:

i. The Revised Project shall substantially conform to the revised site plan attached at Exhibit A to this agreement. The size of specific buildings on the site plan shall be revised as follows:

Building	Number of units	Original size (as approved by Commission) (square feet/unit)	Revised Project (square feet/unit)	Reduction (total square feet)
Unit A	12	2,302	2,060	2,904
Unit B	17	2,902	2,390	8,704
Unit C	5	3,598	2,843	3,775
Clubhouse	5			1,500
On-site affordable/employee housing units		8,477	0	8,477

ii. A total of ten bedrooms in "C" and "D" units shall be changed to "game rooms."

iii. A shuttle Van shall be provided to transport guests and owners to local ski resorts and other attractions. Route maps for Tahoe Area Regional Transit shall be made available to guests and owners. Bicycles and area bike trail maps shall be available to guests and owners at no cost.

iv. The Project as approved by the Commission provided 128 on-site parking spaces. An additional 15 parking spaces, for a total of 143 parking spaces, shall be provided, as shown on Exhibit A.

v. The secondary fire access road located at the north end of the Property shall be moved 10 to 15 feet to the west, as shown on Exhibit A. The precise route shall be determined in order to minimize the number of trees that need to be removed. If a gate is required on this road, then two gates shall be installed: one at the Property boundary, and one at the location where the fire access road intersects with Toyon Drive. As an alternative to the secondary fire access road, if acceptable to the local Fire District, the Applicant shall instead install a "hammer head" turnaround on the Property.

vi. Affordable/employee housing required by the County Code shall be provided by purchasing existing properties in the Tahoe Vista community, and recording deed restrictions to ensure their affordability. The sound wall required by the Commission to shield these units shall be eliminated.

vii. The Revised Project shall include pavers and sidewalks that are wider than County standards in order to make the sidewalks "pedestrian friendly."

viii. The Project, as approved by the Commission, requires the Applicant to pay certain fees to mitigate for the loss of recreational resources. The Parties shall request that the County use these fees to help pay for the cost of (1) installing pads for recreational vehicles at a nearby North Tahoe Public Utility District Park, and (2) installing a public toilet at Sandy Beach. The Parties understand and agree that the use of these funds will ultimately be determined by the County and other public agencies; thus, there is no assurance that the funds will be used in the manner preferred by the Parties.

ix. The Applicant shall impose a fee of \$3 assessed in the same manner as a "transit occupancy tax," and paid for each day a unit is occupied. The Applicant shall establish a local non-profit community benefit foundation. The foundation shall have a ten-member board; the Applicant shall appoint five members, and FOTV shall appoint five members. The purpose of this foundation shall be to receive and disperse the fees generated by the Revised Project for the benefit of the Tahoe Vista community.

x. The Applicant shall provide FOTV with landscaping plans, exterior color plans, and tree removal plans showing all trees with 30" diameter breast height designated for removal, shall provide FOTV with an opportunity to comment on those plans, and shall consider those comments in good faith.

xi. The Applicant shall oversee Sandy Beach maintenance and concessions.

xii. Eight existing parking spaces at Spindleshank's Restaurant shall be available for Sandy Beach parking.

xiii. The Applicant shall comply with conditions of approval requiring adherence to Best Management Practices.

xiv. As shown on Exhibit A, site coverage shall be reduced to _____.

b. The Parties understand and agree that the conditions of approval and mitigation measures adopted by the Commission can and should generally apply to the Revised Project, except that certain conditions of approval or mitigation measures may no longer be applicable by virtue of the changes reflected in the Revised Project. For example, the conditions of approval adopted by the Commission include the requirement to provide on-site employee/affordable housing. The Revised Project no longer provides on-site employee/affordable housing. The Parties understand that the Applicant will work with County

staff to revise the mitigation measures and conditions of approval to the extent necessary to reflect the Revised Project. The Parties agree that these revisions are appropriate by virtue of the changes reflected in the Revised Project.

3. County and TRPA Consideration of Revised Project.

The Parties understand and agree:

- a. The Revised Project is adequately analyzed in, and is within the scope of, the EIR and the EA.
- b. No revisions to, or recirculation of, the EIR or the EA are necessary for the County to approve the Revised Project.
- c. Approval of the Revised Project is within the discretion of the Board without referring the Revised Project to the Commission.
- d. Approval of the Revised Project by the Board is in accordance with the County Zoning Ordinance, the State Planning and Zoning Law, CEQA, and other local and State statutes governing land-use decision-making by the County.
- e. If and to the extent TRPA concludes that the County's approval of the Revised Project requires revisions to TRPA's approval of the Project, then such revisions can and should be made at an administrative level, without referring the matter to the TRPA Governing Board, and such approval would be consistent with the Compact and the Code.

4. Obligations of FOTV and Mr. Haas.

- a. After the Applicant submits its request for approval of the Revised Project as specified in Section 2 above, FOTV and Mr. Haas shall not submit or assist others to submit, negative comments, oppose or challenge the Revised Project, except and only to the extent necessary to ensure that the Revised Project application is consistent with Section 2 of this Agreement. FOTV and Mr. Haas shall not organize, participate, or contribute to any referendum petition or campaign, to any lawsuit, or to any other formal challenge to the Revised Project, or subsequent entitlements required to implement the Revised Project.
- b. Upon the Applicant's submittal of the request for approval of the Revised Project, Mr. Haas shall submit promptly a letter to the County withdrawing his appeal of the Commission's approval. The letter shall make clear that the withdrawal of the appeal is contingent up on the Board's approval of the Revised Project. Mr. Haas shall request that the

County place the approval of the Revised Project on the consent calendar on the next available Board agenda.

c. When and if the Board approves the Revised Project, as described in Section 2 above, FOTV and Mr. Haas shall not oppose or challenge any subsequent entitlements sought in conjunction with the implementation of the Revised Project, with one exception. The exception to this broad and mandatory prohibition is that FOTV and Mr. Haas may submit comments on any applications for entitlements only where, and to the extent, necessary to ensure that the applications are consistent with Section 2 of this Agreement. In that case, the comments shall be limited to directing the attention of the County, TRPA or other permitting agency to the inconsistency. Under the terms of this section, except as noted above, FOTV, Mr. Haas and the Friends shall not oppose or challenge entitlements, approvals, or permits implementing the Revised Project, including but not limited to development plans, improvement plans, landscape plans, building and encroachment permits, grading permits, utility plans or permits, or other permits or approvals necessary for implementation of the Revised Project, provided such plans, entitlements, approvals or permits are consistent with the Revised Project. FOTV and Mr. Haas acknowledge and agree that adequate environmental review for such entitlements, approvals or permits has been performed in the EIR/EA.

d. Not more than seven calendar days after the Effective Date, FOTV shall provide the Applicant's counsel with a written list of all of all the persons or entities that are members of FOTV. The sole purpose of this list shall be to enable the Applicant to monitor FOTV's compliance with the terms of this agreement. The Applicant shall not disclose the names of the persons or entities on this list to non-Parties, unless and only to the extent such disclosure is for the purpose of exercising its rights under this Agreement.

5. Agreement Is Voidable on Conditions Subsequent.

Neither the County nor TRPA is a party to this agreement. Both the County and TRPA have and retain land-use discretion regarding whether and on what terms to approve the Revised Project. In particular, for the Revised Project to proceed, the Board must approve the Applicant's request required by paragraph 2(a) of this agreement. Nothing in this agreement can bind the Board's exercise of its discretion with respect to this request. The Parties envision and agree that, in entering into this agreement, and thereby resolving their dispute, the Board is likely to support such a compromise. The Parties agree to cooperate to achieve that outcome.

Nevertheless, the County retains land-use discretion, and there is no assurance that the Board will approve the Revised Project, or act in the expeditious manner contemplated by this Agreement. Either of these events could frustrate the Parties' expectations under this agreement. In order to account for this uncertainty, this agreement shall become voidable in the event certain events occur. Accordingly, upon execution by all the Parties, this agreement shall become immediately binding on all the Parties, and shall remain in full force and effect, until and unless one of the following contingencies occurs:

a. If the Board disapproves the Revised Project, then the Applicant may void this agreement.

b. If the Board denies Mr. Haas' appeal, then FOTV or Mr. Haas may void this agreement.

c. If the Board approves a version of the Revised Project that is not substantially similar to the Revised Project as described in section 2, then any Party may void this agreement. For purposes of this paragraph, "substantially similar" means a Revised Project that has the same number of TAUs as the Revised Project, that has the same coverage +/- 5%, that has the same number of parking spaces +/- 5%, that authorizes the Applicant to provide off-site affordable housing, and that otherwise meets the terms and conditions specified at Section 2 of this agreement.

d. If the Board takes no action on the Revised Project on or before [insert date], or refers the Revised Project to the Commission, or directs County staff to perform supplemental environmental analysis of the Revised Project, then any Party may void this agreement.

e. If FOTV, the members of FOTV or Mr. Haas violate their obligation, as set forth in section 4, not to oppose or challenge the Revised Project, then the Applicant may void this agreement. For purposes of this paragraph, the term "challenge" means (1) a lawsuit or petition filed in any Court under CEQA, the State Planning and Zoning Law, or other Federal, State or local statute applicable to the County's certification of the EIR or approval of the Revised Project, not more than 120 days after the Board's final approval of the Revised Project, (2) the submittal of referendum petitions to the County not more than 30 days after the County's final approval of the Revised Project, (3) a lawsuit or petition filed in any Court under the Compact or Code on or before the date of expiration of the Tolling Agreement, or (4) a formal

administrative appeal, complaint or petition filed with agency with jurisdiction over the Revised Project notwithstanding the consistency of the Revised Project with this agreement. For purposes of this paragraph, "support" means being a named party in a challenge, being a member of an association that is a named party in a challenge, providing funding for, publicly supporting (e.g., subsequent letters to the editor or to public agencies), or obtaining signatures in support of a challenge.

f. If any of the events described in this section 5 occurs, such that a Party has the right to void this agreement, then the agreement shall remain in full force and effect, unless and until that Party provides written notice of the exercise of that right, not more than 90 days after the Party obtained actual notice of such events. Such notice shall be provided to all other Parties. The agreement and all obligations under the agreement terminate as of the date of service of the notice required under this section.

6. Release and Waiver.

The Parties expressly release, waive and relinquish, and forever discharge the other Parties from all claims, demands, actions, liabilities and causes of action, of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, or hereafter discovered or ascertained, in law or in equity, by reason of any matter, cause or thing whatsoever, they have, with respect to the County's consideration and approval of the Revised Project so long as the Revised Project is approved and implemented in a manner consistent with the terms of this Agreement. FOTV and Mr. Haas understand, acknowledge, and agree that this Agreement constitutes a complete and sufficient defense barring any such claim, and the Applicant can rely upon this agreement as such a defense. If a Party believes that another Party has acted in a manner to breach this agreement, then the Party shall notify the other Party of the alleged violation. The other Party shall have ten business days to either explain why the agreement was not breached or to cure the breach to the satisfaction of the first Party so as to ensure that the agreement is not voided.

7. General Obligations.

a. The Parties shall fully cooperate to ensure that the steps necessary to implement this Agreement are carried out.

b. The titles and headings of the various paragraphs of this Agreement are intended solely for convenience of reference.

c. This Agreement may not be altered or modified except in writing by a document signed by all the Parties or their successors in interest or assigns.

d. This Agreement shall be governed by and construed according to applicable local, state and federal laws with venue in Placer County, the United States District Court for the Eastern District of California, or any other venue that may be alternatively mandated by applicable law.

e. The Parties to this Agreement do not intend to create any third Party beneficiaries to this Agreement. This Agreement does not create a joint venture or partnership.

f. This Agreement, and the Exhibits to it, contains all of the representations and the entire understanding and Agreement among the Parties with respect to the matters described in the Agreement. Correspondence, memoranda, and oral and written Agreements that originated before the date of this Agreement are replaced in total by this Agreement unless otherwise expressly stated in this Agreement.

g. The individuals signing this Agreement on behalf of each Party represent and warrant that they have full authority and are duly authorized to do so on behalf of the Party they represent.

h. The invalidity of any portion of this Agreement shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

i. The Parties acknowledge that each Party has reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Agreement.

j. The Parties understand and agree that specific performance is the sole remedy a judge can order for enforcement of this agreement. The remedy to seek specific performance and the remedies set forth in section 5 allowing a Party to void the agreement pursuant to conditions subsequent, are mutually exclusive. In any action for specific performance under this agreement, the prevailing Party shall recover its reasonable attorneys' fees.

k. Except as otherwise expressly set forth in this Agreement, each Party, on behalf of itself and its successors, assignors and assignees, and each of them, hereby releases and forever discharges all other Parties, successors, assignors and assignees, and each of them, from any and all past, present and future claims, demands, causes of action, obligations, damages, costs and expenses of any nature and kind whatsoever, relating to or arising out of, directly or indirectly, the County's consideration and approval of the Revised Project, so long as the Revised Project is approved, consistent with the terms of this Agreement. To this extent, the Parties intend this Agreement to be a full and general release as to subject matters set forth in this Agreement, and they hereby mutually, expressly, knowingly and intentionally waive all claims or benefits which they now have, or in the future may have, under the provisions of Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Each Party acknowledges that its legal counsel has explained to it the meaning and affect of this statute. Each Party understands fully the statutory language of Civil Code Section 1542 and, with the understanding, each Party nevertheless elects to, and does, assume all risk for claims released under this Agreement heretofore and hereafter arising, known or unknown, and each Party specifically waives any rights it may have under Civil Code Section 1542. Each Party fully understands that if the facts with respect to this Agreement are found hereafter to be other than or different from the facts now believed by it to be true, it expressly accepts and assumes the risk of such possible difference in facts and agrees that this Agreement shall be and remain effective, notwithstanding such difference in facts.

_____ (Initials) FOIV
_____ (Initials) Mr. Haas
_____ (Initials) Applicant

l. Each Party hereby agrees never to commence, aid, prosecute or cause or permit to be commenced or prosecuted against the other Party any action or any other proceeding based in whole or in part upon any rights, liens, claims, demands or causes of action of any nature whatsoever waived, released or discharged by this Agreement.

m. This Agreement may be pled as a full and complete defense to any subsequent action or other proceeding involving any person or Party which arises out of, relates

to, or has anything to do with, the rights, liens, claims, demands or causes of action waived, released and discharged by this Agreement as long as the Revised Project remains the approved project.

n. The Parties acknowledge that this Agreement is being entered into in settlement and to avoid further dispute, expense, or litigation. The Parties agree that neither execution hereof nor performance of any of the provisions of this Agreement shall constitute or be construed as an admission on the part of any Party of any liability regarding the claims, and nothing herein shall be admissible in any proceeding as an admission of any factual matter, liability or fault against any Party.

o. Each Party agrees to indemnify and save harmless the other Parties from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation made herein by that specific Party.

p. All notices required under this Agreement, including any notice to terminate or void this Agreement under Section 4, shall be in writing, and may be given either personally or by registered or certified mail (return receipt requested) or facsimile. Any Party may at any time, by giving ten (10) days' written notice to the other Parties, designate any other person or address in substitution of the address to which such notice shall be given. Such notices shall be given to the Parties at their addresses set forth below:

For FOTV:

For Mr. Haas:

For the Applicant:

q. This Agreement may be executed in counterparts. The counterparts shall together comprise a single Agreement.

Dated: September __, 2008

FRIENDS OF TAJHOE VISTA

Name:

Title:

Dated: September __, 2008

MARK EARL HAAS

Dated: September __, 2008

TAHOE VISTA PARTNERS LLC

Name:

Title:

Approved as to form:

Dated: September __, 2008

Counsel for Friends of Tahoe Vista

Dated: September __, 2008

Counsel for Mark Earl Haas

Dated: September __, 2008

REMY, THOMAS, MOOSE AND MANLEY LLP

Counsel for Tahoe Vista Partners LLC

EXHIBITS

A Revised Project - Site Plan