

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Placer
County Executive Office
Attn: Tahoe Incentive Program Manager
175 Fulweiler Ave
Auburn, CA 95603

(Space Above This Line for Recorder's Office Use Only)

**OPERATIONS COVENANT
AND DECLARATION OF COVENANTS AND RESTRICTIONS**

APN(s): 094-070-001 and 094-070-002

THIS OPERATIONS COVENANT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement" or "Covenant") is made and entered into this ___ day of June, 2021, by and between the County of Placer, a political subdivision of the State of California ("County"), and Kila Tahoe, LLC, a Delaware limited liability company ("Owner") collectively the parties ("Parties").

R E C I T A L S :

A. Whereas, the County adopted its amended North Lake Tahoe Economic Development Incentives Program on May 11, 2021 ("Program") for the operation, maintenance and expansion of the inventory of quality Full-Service (as defined in the Program) hotels within the North Lake Tahoe area of the County that enhance the tourist and travel experience for visitors to the County, provide attractive and desirable visitor serving facilities and experiences, and assist the County in achieving its tourism goals.

~~B.~~ Whereas Owner intends to build a one hundred eighteen (118) unit accommodation development, consisting of seventy-eight (78) condo-hotel units and

B. forty (40) standard hotel rooms, located at located at 255 & 265 North Lake Blvd., Tahoe City, CA 96145, known as Tahoe City Lodge, as approved by the County on December 6, 2016 and as more fully described on attached Exhibit A ("Project").

C. Owner holds fee title to certain real property ("Site"), which is more fully described on attached Exhibit C and which is entitled by the County for development of a new Full-Service hotel as described above and which is subject to the conditions of approval attached as Exhibit B hereto (the "Conditions of Approval").

D. Owner has applied to the Program and has provided satisfactory documentation to the County confirming that the Project, as entitled and approved and when completed and under operation, will qualify as a new Full-Service hotel and be entitled to benefits thereof under and pursuant to the Program and this Agreement.

E. County and Owner now desire to place restrictions upon the use and operation of the Project, in order to ensure that the Project shall be operated continuously as a Full-Service hotel available for short-term rental for the term of this Agreement. County acknowledges and understands that the condominium units within the Project will be subjected to a separate set of covenants, conditions and restrictions (the "Condominium CC&Rs") under the requirements of the Davis Stirling Common Interest Development Act (California Civil Code Sections 4000 et. seq. and referred to herein as the "Davis Stirling Act"), and that the condominium units (the "Condominiums") will be managed and controlled by a California non-profit mutual benefit corporation (the "Association"). Developer will be permitted to control certain but not all aspects of the Condominiums as a portion of the Project, and, in that context, will only be able to use its best efforts to cause the Association to act in accordance with the terms of this Agreement.

F. County and Owner also agree that in return for participation in the Program, Owner shall agree to operate or cause the Project to be operated as a Full-Service hotel (the "Hotel") consistent with the terms of this Agreement and that certain Tourist Accommodation Unit Transfer Agreement between the parties of even date herewith ("Transfer Agreement") and County agrees to rebate to Owner a percentage of Transient Occupancy Tax paid by the Project pursuant to Program guidelines as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby makes the Operating Covenants described herein for the benefit of County and County hereby agrees to provide Owner with funds as provided under the Program and as set forth hereinafter.

ARTICLE 1
STATEMENT OF OPERATING COVENANTS

1.1 OPERATION AND USE COVENANT. Upon occupancy, Owner covenants to operate, maintain, and use the Project as a Full-Service hotel, and to cause the Association to operate, maintain and use the Condominiums, in accordance with this Agreement. All uses conducted on the Site, including, without limitation, all activities undertaken by the Owner pursuant to this Agreement shall, in all material respects, conform to requirements of this Agreement, the Placer County Code, and the Project Conditions of Approval.

1.2 HOTEL USE. The Owner hereby agrees that, except as provided herein in relation to the use, occupancy and enjoyment of the Condominiums by the owners thereof, the Project is to be owned, managed, and operated as a Full-Service hotel, and the Project's participation in the Program shall continue in accordance with the terms of the Program, for a term equal to twenty (20) years commencing upon the date Owner first receives from the County the Owner's share of Transient Occupancy Taxes (TOT) revenues pursuant to this Agreement, unless Owner's participation in the Program is terminated prior thereto in accordance with this Agreement (the "Term"). During the Term, County shall pay to Owner eighty percent (80%) of all TOT payments received by County pursuant to Article 4.16 of the Placer County Code in connection with the Project whether owed and paid by Owner, the Association or the owners of Condominiums (the "Rebate Amount"). Owner

agrees to make TOT remittances to County on a monthly basis regardless of whether TOT payments exceed the minimum amount stated in Placer County Code Section 4.16.070(B), as such section may be amended from time to time. County agrees to pay the Rebate Amount to Owner on a monthly basis by the 15th day of the month following the month that TOT remittances are due pursuant to Placer County Code Section 4.16.070(B).

1. Housing Uses Prohibited. Except as herein provided and as specifically allowed by the Project's Conditions of Approval, none of the hotel rooms or the Condominiums in the Project will at any time be utilized as a non-transient residential property including dormitory or rooming house without the County's prior written consent which consent may be given or withheld in its sole and absolute discretion.

2. Conversion of Project. Except as herein provided and as specifically allowed by the Project's Conditions of Approval, no part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with the conversion to such ownership or uses to condominiums, or to any other form of ownership, without the prior written approval of the County which approval may be given or withheld in its sole and absolute discretion.

3. Occupancy of all condo-hotel units by owners of said units, including occupancy by persons authorized or otherwise permitted by said unit owners, shall be limited to Ninety (90) calendar days per year, with no more than Thirty (30) days within a single quarter. Owner shall ensure compliance with this provision by way of deed restrictions in the Condominium CC&Rs pursuant to and consistent with the Project's Conditions of Approval. The parties agree and acknowledge that this provision is intended to make such condo-hotel units available for transient occupancy as part of the Full-Service hotel for at least Two Hundred and Seventy-Five (275) calendar days per year, although the participation by owners of condo-hotel units in a rental management program is not required.

4. Owner shall provide to County a single point of contact via professional rental management of all Project units and shall ensure that there is a single source of TOT tracking and remittance during the entirety of the rebate program period.

1.3 CONDOMINIUM CC&RS. Owner agrees that the Condominium CC&Rs shall contain covenants binding on the Association and the owners of Condominiums that implement the limitations and operating covenants contained in Sections 1.2.3 and 1.2.4 above (the "Rental Program Covenants"). The County shall be an express third-party beneficiary of the Rental Program Covenants, including, without limitation, the right to enforce the Rental Program Covenants in the event of any material violation thereof. County shall have the right to review, consent to and approve of the Rental Program Covenants prior to the recordation of the Condominium CC&Rs, as well as any future material amendments to the Rental Program Covenants. County's consent to and approval of the Rental Program Covenants and any amendments thereto shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 2
WARRANTIES AND COVENANTS

2.1 WARRANTIES AND COVENANTS. For the Term of this Agreement, Owner hereby represents, covenants, warrants and agrees as follows:

1. Owner has completed the County's application for the Program. Since the Project will be a new hotel, County has determined the Transient Occupancy Tax Base to be used to calculate the Transient Occupancy Tax Increment shall be zero, and the Owner accepts such Transient Occupancy Tax Base.

ARTICLE 3
MAINTENANCE

3.1 MAINTENANCE.

1. Maintenance Obligation. Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair (and use its best efforts to cause the Association to maintain and repair the Condominiums) the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a Full-Service condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition. In addition, Owner shall be required to maintain the Project and to use its best efforts to cause the Association to maintain the Condominiums in such a manner as to avoid the reasonable determination of a duly authorized official of the County that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site. The foregoing notwithstanding, Owner shall not be obligated to maintain any street or sidewalk areas, or landscaping therein, which are to be maintained by the County.

2. Parking and Driveways. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times.

3. Right of Entry. In the event Owner fails to maintain the Site in the abovementioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from County (such notice shall reasonably identify the required maintenance), County may, at County's option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either County or its employees, contractors, or agents, may cure Owner's default by

entering upon the Site and performing the necessary landscaping and/or maintenance in accordance with Section 3.1.1 above. The County shall give Owner, its representative, or the residential manager reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out this Agreement. Owner shall pay (and shall use its best efforts to cause the Association to pay its share of) such costs as are reasonably incurred by County for such maintenance, including attorneys' fees and costs.

4. Remedies for Monetary Default. If any costs incurred by County under Section 3.1.3 above are not reimbursed within thirty (30) days after Owner's receipt of County's written request for reimbursement, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. In the event that Owner shall fail to pay, within ten (10) days following Owner's receipt of the County's written request for payment, any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees referenced in such request, County shall be entitled to deduct such amounts from the amounts that are otherwise subject to rebate to the Developer under Section 1.2, above.

ARTICLE 4 **COMPLIANCE WITH LAWS**

4.1 COMPLIANCE WITH LAWS. Owner shall comply with all applicable federal, state, regional, County, and local laws, codes, ordinances and regulations, including without limitation those applicable to payment of wages. Owner shall comply, and shall use its best efforts to cause the Association to comply, with all rules and regulations of any assessment district or other financing mechanism of the County with jurisdiction over the Site.

ARTICLE 5 **NONDISCRIMINATION**

5.1 NONDISCRIMINATION. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, gender, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall Owner, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of guests or vendees of the Site, or any part thereof. Owner shall use its best efforts to cause the Association, or any person claiming under or through it, not to establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of guests or vendees of the Condominiums.

ARTICLE 6 **COVENANTS TO RUN WITH THE LAND**

6.1 COVENANTS TO RUN WITH THE LAND. Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in this Agreement during the Term.

County and Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Site; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. All covenants without regard to technical classification or designation shall be binding for the benefit of the County, and such covenants shall run in favor of the County for the entire term of this Agreement, without regard to whether the County is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument. County and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Owner's legal interest in the Site is rendered less valuable thereby. County and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the County was formed. Owner, in exchange for the County entering into this Agreement, hereby agrees to hold, sell, and convey the Site subject to the terms of this Agreement. Owner also grants to the County the right and power to enforce the terms of this Agreement against the Owner and all persons having any right, title or interest in the Site or any part thereof while such party owns the Site. No party shall have any liability or obligation in connection with any breach occurring while such party is not the owner of the Site. Within fifteen (15) business days after request of Owner, County shall execute and provide to Owner an estoppel certificate, in the form approved by the County Attorney of the County, confirming whether or not Owner is in breach of any obligations under this Agreement and identifying any required cure.

ARTICLE 7 **INDEMNIFICATION AND OTHER PROVISIONS**

7.1 INDEMNIFICATION. Owner agrees for itself and its successors and assigns to indemnify, defend, and hold harmless County and its respective officers, members, officials, employees, agents, volunteers, and representatives ("County Indemnitees"), and to use its best efforts to cause the Association to indemnify, defend, and hold harmless County and the County Indemnitees, from and against any loss, liability, claim, or judgment to or by any third party relating to development and/or operation of the Project by Owner, excepting only any such loss, liability, claim, or judgment arising solely out of the intentional wrongdoing or gross negligence of County or the County Indemnitees. Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of property taxes and assessments in connection with the Site. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion

7.2 AMENDMENTS. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County of Placer.

7.3 NOTICES. All notices under this Agreement shall be effective upon delivery to County or Owner, as the case may be, by registered or certified mail with receipt of delivery, to the addresses as follows:

To County:

County of Placer
County Executive Office
Attn: Tahoe Incentive Program Manager
175 Fulweiler Ave
Auburn, CA 95603

Copies on any Notice to County shall also be sent to:

County of Placer
Office of County Counsel
Attention: Tahoe Incentive Program Counsel
175 Fulweiler Avenue
Auburn, CA 95603

To Owner

Kila Tahoe, LLC
Attention: Samir Tuma
220 S. California Ave. #220
Palo Alto, CA 94306

or such other address as the parties may from time to time designate in writing.

7.4 SEVERABILITY/WAIVER/INTEGRATION

1. Severability. If any provision of this Agreement or portion thereof, or the application to any person or circumstances, shall to any extent be held invalid, inoperative, or unenforceable, the remainder of the provisions, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; provided, that if any material terms or provisions of these Operating Covenants are rendered invalid, void and/or unenforceable, or due to changes in the law such terms or provisions would materially alter the terms of the transactions contemplated herein, the parties agree to meet and negotiate in good faith to attempt to reform these Operating Covenants to accomplish the intent of the parties.

2. Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising

any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

3. Integration. This Agreement contains the entire Agreement between the parties and neither party relies on any warranty or representation not contained in this Agreement.

4. Third Parties. No third-party beneficiaries are intended, and the only parties who are entitled to enforce the provisions of these Operating Covenants are the County, Mortgagees, Owner and their respective successors and assigns.

7.5 CONTROLLING LAW AND VENUE. This Agreement and all matters relating to it and/or enforcing it shall be governed by the laws of the State of California, and any action brought relating to this Agreement shall be brought exclusively in the Superior Court in the County of Placer, California. Each party waives and federal court removal and/or original jurisdiction rights it may have.

7.6 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

7.7 TERMINATION. This Agreement may be terminated only (i) by and upon expiration of the Term, (ii) by mutual written agreement of the parties, and (iii) by and pursuant to the provisions of Section 7.8 or 7.9 below. In the event of any such termination, Owner (or its successor, as applicable) shall not be obligated to return any amounts previously paid to it by the County pursuant to the Program.

7.8 DEFAULT BY OWNER. If at any time during the Term, County contends that Owner has committed a material default with respect this Agreement, e.g., by failing to operate the Hotel as Full-Service hotel, County shall deliver to Owner written notice of default which specifies in detail all facts alleged by County to constitute such default. For a period of thirty days thereafter, Owner will have the right to commence and complete cure of the alleged default; provided, however, if the alleged default is of such a nature as to reasonably require more than sixty days to cure, and the Parties so agree, Owner will have such addition time as is reasonably necessary to complete such cure. Subject to Section 7.10 below, if Owner fails to timely cure such default, County shall then have the right to terminate this Agreement. (To the extent of any inconsistency between the provisions of this Section 7.8 and the provisions of Section 3.1 above, the provisions of this Section 7.8 shall prevail.)

7.9 DEFAULT BY COUNTY. If at any time during the Term, Owner contends that County has committed a material default with respect this Agreement, Owner may deliver to County written notice of default which specifies in detail all facts alleged by Owner to constitute such default. For a period of thirty days thereafter, County will have the right to commence and complete cure of the alleged default; provided, however, if the alleged default is of such a nature as to reasonably require more than sixty days to cure, and the Parties so agree, County will have such addition time as is reasonably necessary to complete such cure. Subject to Section 7.10 below, if County fails to timely cure such

default, Owner shall then have the right to terminate this Agreement or exercise any and all other rights and remedies available at law and in equity, and each of such rights and remedies shall be cumulative and not exclusive.

7.10 MORTGAGE PROVISIONS. Anything in this Agreement to the contrary notwithstanding, with respect to any recorded mortgage or deed of trust given in good faith and for value and encumbering the Hotel ("Mortgage"), any holder thereof that has delivered to County a copy of such recorded Mortgage and current contact information ("Mortgagee") will be entitled rights and benefits in accordance with the following:

1. County acknowledges and agrees that the rights and obligations of Owner under this Agreement may, with or without approval by County, be conditionally assigned by Owner to any Mortgagee as security for performance of Mortgage obligations.

2. While any Mortgage remains in effect, County will not amend or modify this Agreement in any material respect without receiving prior written approval from Mortgagee, which approval may not be unreasonably withheld, delayed or conditioned; provided, however, failure by Mortgagee to provide written approval or disapproval (and if disapproval the reasons therefor) within thirty days of delivery of request therefor shall be deemed to constitute approval by Mortgagee.

3. While any Mortgage remains in effect, in the event County delivers to Owner any notice of default as referenced in either Section 3.1 or 7.8 above, County shall concurrently deliver a copy thereof to Mortgagee.

4. Delivery of any such notice of default notwithstanding, County will not terminate or initiate or pursue any action to terminate this Agreement as long as Mortgagee diligently (i) declares a default by Owner under the Mortgage, (ii) pursues foreclosure and/or other appropriate actions under the Mortgage, (iii) pays to County all amounts that would otherwise have been payable by Owner to County, and (iv) cures non-monetary defaults.

5. Anything in this Agreement to the contrary notwithstanding, the following shall apply: If, by proceedings by or against Owner in bankruptcy or otherwise, this Agreement is terminated, and within a reasonable time (not to exceed one year) thereafter, the Hotel is acquired by Mortgagee (or successor), by foreclosure, deed in lieu of foreclosure, or otherwise, County will, upon written request of Mortgagee (or successor), and payment by Mortgagee (or successor) of all amounts that County would have received if no termination had occurred, reinstate this Agreement in the name and in favor of Mortgagee (or a successor), or enter into a new agreement with Mortgagee (or successor) on essentially the same terms and conditions as contained herein. The provisions of this Subsection 5 shall not apply where the grounds for termination is failure to maintain the Site as a Full-Service hotel declared by the County prior to (1) filing bankruptcy and (2) service of a notice of bankruptcy on the County in the manner provided under law.

7.11 Operator Provisions. County acknowledges and agrees that operational obligations of Owner may, with or without consent of County, be assigned by Owner to a Hotel Operator of Owner's choice, and, in connection therewith, such Hotel Operator may assume all or part of Owner's Hotel operation obligations under this Agreement; provided,

however, Owner shall retain ultimate responsibility for such Hotel operation obligations. County agrees that while any Hotel Operator agreement is in effect, and provided that County has been put on notice of such agreement and received contact information for such Hotel Operator, in the event County delivers to Owner of any notice of default as referenced in either Section 3.1 or 7.8 above, County shall concurrently deliver a copy thereof to the Hotel Operator.

7.12 Records: Owner acknowledges that the County is a public entity subject to the Ralph M. Brown Act and the Public Records Act (Cal Govt. Code Sec. 54950 et seq and Cal Govt. Code Sec. 6250 et seq, respectively; (collectively the "Acts")). Owner acknowledges that the terms and conditions of this Agreement are subject to public disclosure as part of the Board of Supervisor's open session meeting consideration of this Agreement. Owner further acknowledges that this Agreement, and related transaction documents may be subject to public disclosure under the Acts.

7.13 Cooperation. Each party agrees to and shall do and perform such other and further acts and properly execute and deliver such other and further documents as may be reasonably necessary, expedient or convenient to implement and/or effectuate the intents and purposes hereof. County and Owner agree to cooperate with each other and/or with any Mortgagee or proposed Mortgagee, in a manner consistent with concepts and principles of good faith, fair dealing and commercial reasonableness, with respect to consideration, implementation and execution of any modification(s) to this Agreement reasonably requested by the County, Owner, Mortgagee or proposed Mortgagee.

7.14 Reasonable Approvals. Whenever this Agreement requires or calls for the approval or consent of any party hereto, such approval shall not be unreasonably withheld, delayed or conditioned.

7.15 -Incorporation of Recitals and Exhibits. Each of the recitals set forth above and each of the exhibits attached hereto are agreed to and made part of this Agreement.

7.16 Authority. Each party represents and warrants to the other that such party has full right, power and authority to sign, execute and enter into this Agreement and that the County and Owner have executed this Agreement by duly authorized representatives on the date first written hereinabove.

7.17 Force Majeure Events. Notwithstanding anything to the contrary in this Agreement, if a Force Majeure Event shall occur, the time within which a party has a duty to perform under the terms of this Agreement shall be automatically extended during the period-of-time in which performance or compliance is prevented by reason of the occurrence of the Force Majeure Event. For purposes of this Agreement, the term "Force Majeure Event" shall mean any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, materially adversely affects, directly or indirectly, the obligations of Owner or County under this Agreement (other than the payment of money), including: (a) fire, casualty, damage or destruction to the Hotel, or takings; (b) storm, earthquake, hurricane, tornado, flood or other act of God; (c) war, act of terrorism, insurrection, rebellion, riots, enemy or terrorist action, or other civil unrest; (d) epidemics, quarantine restrictions or other public health restrictions or advisories; (e)

strikes, labor lockouts or other labor interruptions; (f) disruption to local, national or international transport services; (g) embargoes or acts or inaction of any governmental authority; (h) shortage or inability to procure water, power, telephone transmissions, utilities or other materials, supplies, equipment, or facilities necessary for the operation of the Hotel; or (i) any other event that could not be reasonably anticipated or is outside the reasonable control of Owner or the County. Force Majeure Events shall expressly exclude the financial inability to pay amounts owed under the Agreement except for inability to make payments because of banking failures caused by Force Majeure Events.

IN WITNESS WHEREOF, the Parties duly authorized signatories have executed this Agreement on the dates listed below.

COUNTY: County of Placer

By: _____ Date: _____
Print Name: _____
Title: _____

OWNER: Kila Tahoe, LLC

By: _____ Date: _____
Print Name: _____
Title: _____

By: _____ Date: _____
Print Name: _____
Title: _____

Approved As to Form

By: _____ Date: _____
County Counsel

[END OF SIGNATURES;
NOTARIAL ACKNOWLEDGMENTS ON PAGES TO FOLLOW]

- Exhibit A: Project Description
- Exhibit B: Conditions of Approval
- Exhibit C: Legal Description of Project Site

Exhibit A

Project Description

PROJECT LOCATION

The Tahoe City Lodge project area comprises approximately 3 acres of land in the Tahoe City area and includes property owned by Kila Tahoe LLC and a portion of the - Tahoe City Golf Course property. 1.4 acres of the project area owned by Kila Tahoe LLC is the site of the former Henrikson property, a commercial development located on the north side of North Lake Boulevard (State Route 28), approximately 200 yards northeast of the Wye and in the western portion of the commercial area of Tahoe City (255 and 265 North Lake Boulevard in Tahoe City). The project site also includes a portion (approximately 1.7 acres) of the Tahoe City Golf Course property, which is managed and operated by the Tahoe City Public Utility District (TCPUD). Tahoe City is an unincorporated community in Placer County, within the Tahoe Basin and subject to both the Tahoe Regional Planning Agency (TRPA) Regional Plan and Code of Ordinances and Placer County Zoning Ordinance (Implementing Regulations).

PROJECT DESCRIPTION

Tahoe City Lodge Component

The Developer proposes to redevelop the existing commercial complex into a 118-unit lodge with three buildings that would include a mix of hotel units, 1- and 2- and 3-bedroom condo hotel suites, hotel amenities, restaurant, roof-top bar, and parking. The project also proposes to relocate and reconstruct the existing Tahoe City Golf Course clubhouse building by constructing a new clubhouse of the same footprint but with a second story that will contain a new conference facility and meeting space and create new shared-use parking at the Tahoe City Golf Course. As shown on the site plan (Attachment B), the hotel units are sited along the north, south, and western property lines of the two former Henrikson lots (APN's 094-070-001-000 and 094-070-002-000). The architecture proposed for the Tahoe City Lodge could be described as a "mountain contemporary" design. The operation of the Tahoe City Lodge is anticipated to employ an average of 19 to 21 employees during peak periods of hotel operation, depending on the season.

The Tahoe City Lodge project is the first project to be reviewed under the policies and standards of the Tahoe Basin Area Plan. In addition to the new design standards that are contained within the Implementing Regulations of the TBAP, the Tahoe City Lodge would make use of the allowance within the TBAP for project area density. As such, the Developer proposes to bring in 1.7 acres of the Tahoe City Golf Course and will be required to restore 1.7 acres of Stream Environment Zone. With this density transfer, the project area will be approximately 3 acres and will achieve the proposed density of the Mixed-Use Town Center designation. The Developer also proposes to utilize the new height standards of the TBAP Mixed Use Town Center that allows for up to 56 feet in height.

The Tahoe City Lodge would be operated as a “condo hotel,” meaning that the 1- and 2- and 3-bedroom condo hotel units would be sold to private individuals. For the proposed project, this means that 78 condo hotel units (66 percent of the total units) would be sold, and 40 hotel units would be retained by the Developer. The privately-owned condo hotel units would have restrictions limiting the number of nights a buyer can occupy the unit to 90 days in a calendar year and no longer than 30 consecutive days within a single quarter, which would be addressed in a deed restriction as a condition of project approval. A condo hotel is a building that is legally a condominium, but operated as a hotel, offering short-term rentals. When the owner is not using the condominium hotel unit, the owner can allow the hotel to market and manage the unit. Based on experience at other condo hotels with similar ownership structure (e.g., limits on buyer occupancy), nearly all of these units are expected to be put into a rental program and be rented out through the hotel, subject to Transit Occupancy Tax (TOT) like other hotel rooms. Lodging unit sizes would range from approximately 390 to 1,000 square feet. The hotel units would not include kitchens, but each of the privately owned 1- to 2- bedroom condo hotel units would include a kitchen.

All 118 proposed lodge units would be concentrated in three buildings on two parcels, APNs 094-070-001-000 and 094-070-002-000. The buildings set back from SR 28 behind the main lodge building would include primarily tourist units and related accessory hotel functions; both of these buildings would be a maximum of four stories, up to a maximum of 56 feet in height. The main lodge building fronting SR 28 would be three stories tall with rooftop amenities. In addition to tourist units, the lodge buildings would include the following features:

- 3,981 sf ground-floor restaurant and kitchen;
- 1,163 sf food and beverage deck;
- 6,587 sf roof-top terrace, swimming pool, and bar;
- 636 sf lobby area; and
- office and back of the house uses

In addition to these three buildings, the lodge component of the project includes:

- Maintenance and expansion of the Tahoe City Sidewalk Beautification Project;
- Drainage and water quality improvements;
- Reduction in land coverage on APNs 094-070-001 and 094-070-002 relative to existing conditions; and
- Parking contained within the project area coupled with shared-use parking on the Tahoe City Golf Course (a total of 132 surface parking spaces).

The project site would be accessed via a single main entrance driveway on SR 28, just west of the main lodge building. The driveway access also provides access to the golf course and clubhouse and is located on a private easement from the adjacent parcel immediately west of the proposed lodge that includes the Bechdolt building. The Bechdolt building is located on the adjacent property to the west.

Parking and circulation is contained within the easements abutting these property lines. A 20-foot ingress, egress, and utility easement is located on the Bechdolt property to the west of the project site.

A separate easement is located along the abutting properties to the north (40 foot) and west (50 foot) for road, utility, and sign maintenance purposes which were granted in 1950.

Golf Course Component

The golf course component includes:

- Demolition, reconstruction, and expansion of the golf course clubhouse to include new conference facilities and meeting space (the proposed clubhouse would be two stories and 6,738 square feet, an expansion of 3,858 square feet).
- Relocation of the golf course putting green (the locations of the reconstructed clubhouse and putting green would be swapped to enhance golf play);
- A deed restriction on future development on the portion of the golf course outside of the Tahoe City Town Center. TCPUD would deed-restrict parcels outside of the Tahoe City Town Center boundary lines to be designated and zoned in perpetuity for recreation, public service, and conservation use(s) only, to prevent future expansion of the town center boundary and to continue the golf course and other recreational uses.
- Improved entryway and signage for the golf course; and
- 1.7 acres Stream Environment Zone (SEZ) restoration, to allow for the 1.7 acres of the Tahoe City Golf Course to be brought into the project area. The ground floor of the new clubhouse building would contain similar uses and square footage as the existing golf course clubhouse. The second floor would include approximately 3,000 square feet of new conference facilities and meeting space with a capacity for 207 persons. The conference facilities would be constructed as a shared accessory use for the Tahoe City Lodge and the Tahoe City Golf Course.

The conference facilities would attract events during shoulder and off-season periods when the lodge is not operating at peak capacity. The Hotel Operator would have priority use of the conference space for functions associated with the Tahoe City Lodge, and TCPUD would use the space for activities accessory to the golf course or for public service/governmental functions.

Exhibit B

December 6, 2016

CONDITIONS OF APPROVAL - VESTING TENTATIVE MAP/CONDITIONAL USE PERMIT/VARIANCE "TAHOE CITY LODGE" (PLN15-00125)

THE FOLLOWING CONDITIONS SHALL BE SATISFIED BY THE APPLICANT, OR AN AUTHORIZED AGENT. THE SATISFACTORY COMPLETION OF THESE REQUIREMENTS SHALL BE DETERMINED BY THE DEVELOPMENT REVIEW COMMITTEE (DRC), COUNTY SURVEYOR, AND/OR THE PLANNING COMMISSION.

CUP = Pertains to the Conditional Use Permit only

SUB = Pertains to the Subdivision Map only

CUP/SUB = Pertains to both the Conditional Use Permit and Subdivision Map

1. CUP/SUB This Conditional Use Permit authorizes the project to construct a 118-unit, 4-story Lodge in three buildings on two existing (APNs 094-070-001-000 and 094-070-002-000) parcels that would include a mix of hotel rooms and 1- and 2-bedroom hotel suites. The project would operate as a "condo hotel," meaning that the 1- and 2-bedroom hotel suites would be sold to private parties. Approval of a Conditional Use Permit and Vesting Tentative Map is required to create one common area lot (Lot A) to allow for the creation of up to 78 air-space condominium hotel units with the filing of a subsequent condominium plan. The remaining 40 hotel units would be retained by the Lodge. The sold units will have deed restrictions on the number of nights a buyer can occupy the unit, and so that the units meet the TRPA definition of Tourist accommodation Unit (TAU). The Tahoe City Lodge project is approved as a hotel/motel use per the definition in the Tahoe Basin Area Plan and the Placer County Code. The project shall not be converted to residential use without amending the Placer County Use Permit and any applicable TRPA permit. The hotel units would not include kitchens, but each of the 1- to 2-bedroom hotel suites would include a kitchen. In addition, the Lodge buildings would include a 3,981 square foot ground floor restaurant, a 1, 163 square foot food and beverage deck, and a 6,5 87 square foot roof-top terrace, swimming pool, and bar. Building 1 includes the 40 hotel units, restaurant, and rooftop bar; Building 2 includes 28 one-bedroom condo hotel units; and Building 3 includes a mix of 50 one- and 2- bedroom condo hotel units. The project also includes shared paved parking areas and a two-story 6,738 square foot clubhouse including conference facilities and meeting space on the Tahoe City Golf Course (TCGC) property through an agreement with the Tahoe City Public Utility District (TCPUD) and Placer County.

The project also involves improvements on the Tahoe City Golf Course that include golf course enhancements, the clubhouse expansion and relocation, shared-use parking, and Stream Environment Zone (SEZ) restoration. The project site, excluding the SEZ restoration area is about 3.9 acres. The restoration component includes restoration of

1.7 acres of impaired SEZ lands. The approval is dependent upon the adoption of and consistent with the standards contained within the Tahoe Basin Area Plan. A Variance is approved to allow a reduction to the number of landscaped islands required within parking areas, such that an island is not required to be every ten spaces per Section 17.54.070.A.2.d to allow for 4 segments to contain more than the maximum allowable number of consecutive spaces (up to 27 consecutive). An Exception to parking is applied pursuant to Chapter 3, Section 3.07 Parking and Access Standards of the Implementing Regulations of the Placer County Tahoe Basin Area Plan which allows an increase to the maximum number of compact parking spaces permissible from 20% (26 parking spaces) to 38% (49 parking spaces), where a total of 132 parking spaces would be provided. **(PD)**

2. **SUB** Following Tentative Subdivision Map approval and within 5 days from the date of the public hearing, but before submittal of Improvement Plans, the applicant shall provide the Planning Services Division with five full-size prints of the approved Tentative Subdivision Map for distribution to other County departments, if the approval of the project requires any changes to the map. **(PD)**

3. **CUP** This Conditional Use Permit/Variance shall be considered exercised when a Building Permit has been issued, and construction of a building foundation has been inspected and approved (see Article 17.58.160. **(PD)**

4. **CUP** This approval is for a multiple building or multiple structure project. If a Building Permit has been issued and construction of the foundation for the first building or structure has completed, inspected and approved, the Conditional Use Permit will be considered exercised for purposes of the expiration date identified in Condition No. 99. However, the applicant will be required to apply for each subsequent building permit or grading permit (as needed) and comply with those applicable conditions of approval. **(PD)**

5. **CUP/SUB** The project may be phased in accordance with a Permit Implementation Plan, to be reviewed and approved by the Development Review Committee (DRC) prior to submittal of Improvement Plans, which further defines the timing of required permit stages for this project. The Development Review Committee shall determine when any of the conditions of approval apply to any given stage of development. **(PD/ESD)**

6. **SUB** Prior to issuance of Building Permit, either a voluntary merger shall be processed or the one lot Final Map shall be recorded to eliminate the property line between APN 094-070-001 and APN 094-070-002 that would otherwise run through the proposed structure. **(PD/ESD)**

IMPROVEMENTS/IMPROVEMENT PLANS

7. **CUP** The project is subject to review and approval by the Placer County Design/Site Review Committee and for recommendation by the Tahoe Basin Design Review Committee. Such a review shall be conducted prior to the submittal of the Improvement

Plans for the project and shall include, but not be limited to: Allocation of CFA for the project, architectural colors, materials, and textures of all structures; landscaping; irrigation; signs, including a sign plan; exterior lighting; pedestrian and vehicular circulation; recreational facilities; snow storage areas; recreation vehicle storage area(s); fences and walls; noise attenuation barriers; all open space amenities; tree impacts, tree removal, entry features, trails, Draft landscape Maintenance Agreements for projects with improvements within any State right of way, etc.
(PD)

8. **CUP/SUB** The applicant shall prepare and submit Improvement Plans, specifications and cost estimates (per the requirements of Section II of the Land Development Manual [LDM] that are in effect at the time of submittal) to the Engineering and Surveying Division (ESD) for review and approval of each project phase. The plans shall show all conditions for the project as well as pertinent topographical features both on and off site. All existing and proposed utilities and easements, on site and adjacent to the project, which may be affected by planned construction, shall be shown on the plans. All landscaping and irrigation facilities within the public right-of-way (or public easements), or landscaping within sight distance areas at intersections, shall be included in the Improvement Plans. The applicant shall pay plan check and inspection fees with the 1st Improvement Plan submittal. (NOTE: Prior to plan approval, all applicable recording and reproduction costs shall be paid). The cost of the above-noted landscape and irrigation facilities shall be included in the estimates used to determine these fees. It is the applicant's responsibility to obtain all required agency signatures on the plans and to secure department approvals. If the Design/Site Review process and/or Development Review Committee (DRC) review is required as a condition of approval for the project, said review process shall be completed prior to submittal of Improvement Plans.

Record drawings shall be prepared and signed by a California Registered Civil Engineer at the applicant's expense and shall be submitted to the ESD in both hard copy and electronic versions in a format to be approved by the ESD prior to acceptance by the County of site improvements.

Conceptual landscape plans submitted prior to project approval may require modification during the Improvement Plan process to resolve issues of drainage and traffic safety.

The applicant shall provide five (5) copies of the approved Tentative Subdivision Map and two copies of the approved conditions with the plan check application. The Final Subdivision Map shall not be submitted to the Engineering and Surveying Division (ESD) until the Improvement Plans are submitted for the second review. Final technical review of the Final Subdivision Map shall not conclude until after the Improvement Plans are approved by the ESD. Any Building Permits associated with this project shall not be issued until, at a minimum, the Improvement Plans are approved by the Engineering and Surveying Division.

Prior to the County's final acceptance of the project's improvements, submit to the Engineering and Surveying Division two copies of the Record Drawings in digital format (on compact disc or other acceptable media) in accordance with the latest version of the Placer County Digital Plan and Map Standards along with two blackline hardcopies (black print on bond paper) and two PDF copies. The digital format is to allow integration with Placer County's Geographic Information System (GIS). The final approved blackline hardcopy Record Drawings will be the official document of record. **(MM 14-2b) (ESD)**

9. **CUP** The Improvement Plans shall show all proposed grading, drainage improvements, vegetation and tree removal and all work shall conform to provisions of the County Grading Ordinance (Ref. Article 15.48, Placer County Code) and Stormwater Quality Ordinance (Ref. Article 8.28, Placer County Code) that are in effect at the time of submittal. No grading, clearing, or tree disturbance shall occur until the Improvement Plans are approved and all temporary construction fencing has been installed and inspected by a member of the Development Review Committee (DRC). All cut/fill slopes shall be at a maximum of 2:1 (horizontal: vertical) unless a soils report supports a steeper slope and the Engineering and Surveying Division (ESD) concurs with said recommendation.

The project applicant shall revegetate all disturbed areas. Revegetation, undertaken from April 1 to October 1, shall include regular watering to ensure adequate growth. A winterization plan shall be provided with project Improvement Plans. It is the applicant's responsibility to ensure proper installation and maintenance of erosion control/winterization before, during, and after project construction. Soil stockpiling or borrow areas, shall have proper erosion control measures applied for the duration of the construction as specified in the Improvement Plans. Provide for erosion control where roadside drainage is off of the pavement, to the satisfaction of the Engineering and Surveying Division (ESD). The applicant shall submit to the ESD a letter of credit or cash deposit in the amount of 110 percent of an approved engineer's estimate for winterization and permanent erosion control work prior to Improvement Plan approval to guarantee protection against erosion and improper grading practices. Upon the County's acceptance of improvements, and satisfactory completion of a one-year maintenance period, unused portions of said deposit shall be refunded to the project applicant or authorized agent.

If, at any time during construction, a field review by County personnel indicates a significant deviation from the proposed grading shown on the Improvement Plans, specifically with regard to slope heights, slope ratios, erosion control, winterization, tree disturbance, and/or pad elevations and configurations, the plans shall be reviewed by the DRC/ESD for a determination of substantial conformance to the project approvals prior to any further work proceeding. Failure of the DRC/ESD to make a determination of substantial conformance may serve as grounds for the revocation/modification of the project approval by the appropriate hearing body. **(MM 14-2c) (ESD)**

10. **CUP** The Improvement Plans shall identify the stockpiling and/or vehicle staging areas located as far as practical from existing dwellings and protected resources in the area. **(MM 14-21) (ESD)**

11. **CUP/SUB** The Improvement Plan submittal shall include a final geotechnical engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer for Engineering and Surveying Division (ESD) review and approval. The report shall address and make recommendations on the following:

- A) Road, pavement, and parking area design;
- B) Structural foundations, including retaining wall design;
- C) Grading practices;
- D) Erosion/winterization;
- E) Special problems discovered on-site, (i.e., groundwater, liquefiable soils, etc.)
- F) Slope stability

The report must also include the recommended and mandated measures to assure that the project complies with the California Building Code seismic design requirements. Once approved by the ESD, two copies of the final report shall be provided to the ESD and one copy to the Building Services Division for its use. It is the responsibility of the developer to provide for engineering inspection and certification that earthwork has been performed in conformity with recommendations contained in the report. If the soils report indicates the presence of critically expansive or other soils problems that, if not corrected, could lead to structural defects, a certification of completion of the requirements of the soils report will be required before issuance of Building Permits. **(ESD) (MM 14-3a)**

12. **CUP** Prior to Improvement Plan approval, applicant shall secure TRPA entitlements and transfer and/or conversion of development rights/commodities, including Commercial Floor area (CF A) and Tourist Accommodation Units (TA Us). **(PD)**

13. **CUP** Prior to Improvement Plan approval, Placer County DRC and TRPA shall require that the project applicant prepare and submit an emergency response and evacuation plan for the Tahoe City Lodge. This plan shall be submitted to Placer County, TRPA, and the appropriate municipality or fire protection district for approval. The plan shall include detailed descriptions of how emergency response and evacuation will occur in case of a large event such as a fire, earthquake, and/or seiche. Emergency response and evacuation measures shall identify actions that help avoid, reduce, alleviate, and mitigate disaster damage and potential loss of life. **(PD) (MM 14-3b)**

14. **CUP/SUB** The Improvement Plans shall be approved by the water supply entity for water service, supply, and maintenance. The water supply entity shall submit to the Environmental Health Services Division and the Engineering and Surveying Division a "will-serve" letter or a "letter of availability" from the water district indicating that the agency has the ability and system capacity to provide the project's domestic and fire protection water quantity needs. **(ESD/EHS)**

15. **CUP** Install cable TV conduit(s) in accordance with company or County specifications, whichever are appropriate, unless otherwise specified by the cable company. **(ESD)**

16. **CUP** As part of the Improvement Plan submittal process, the preliminary Drainage Report provided during environmental review shall be submitted in final format for each project phase. The final Drainage Report may require more detail than that provided in the preliminary report, and will be reviewed in concert with the improvement plans to confirm conformity between the two. The report shall be prepared by a Registered Civil Engineer and shall, at a minimum, include: A written text addressing existing conditions, the effects of the proposed improvements, all appropriate calculations, watershed maps, changes in flows and patterns, and proposed on- and off-site improvements and drainage easements to accommodate flows from this project. The report shall identify water quality protection features and methods to be used during construction, as well as long-term post-construction water quality measures. The final Drainage Report shall be prepared in conformance with the requirements of Section 5 of the Land Development Manual and the Placer County Stormwater Management Manual that are in effect at the time of improvement plan submittal. **(ESD) (MM 15-3)**

17. **CUP/SUB** The Improvement Plans shall show that water quality treatment facilities/Best Management Practices (BMPs) shall be designed according to the guidance of the California Stormwater Quality Association Stormwater Best Management Practice Handbooks for Construction, for New Development and Redevelopment, and for Industrial and Commercial (or other similar source as approved by the Engineering and Surveying Division (ESD), such as the Erosion and Sediment Control Guidelines for Developing Areas of the Sierra Foothills and Mountains prepared by the High Sierra RC&D Council, October 1991)) and with TRPA BMP Handbook Chapter 4.5. Construction (temporary) BMPs for the project include, but are not limited to: Hydroseeding (EC-4), Straw Mulch (EC-6), Velocity Dissipation Devices (EC-10), Silt Fencing (SE-1), Fiber Rolls (SE-5), Storm Drain Inlet Protection (SE-10), Wind Erosion Control (WE-1), gravel check dams, and Stabilized Construction Entrances (TC-1). These BMPs shall comply with Chapter 4.5 of the TRPA BMP Handbook ("Temporary BMPs for Construction"). Storm drainage from on- and off-site impervious surfaces (including roads) shall be collected and routed through specially designed catch basins, vegetated swales, vaults, infiltration basins, water quality basins, filters, etc. for entrapment of sediment, debris and oils/greases or other identified pollutants, as approved by the Engineering and Surveying Division (ESD). Post-development (permanent) BMPs for the project include, but are not limited to: multi-stage underground treatment systems, vegetated swales, vegetated basins, and infiltration trenches. No water quality facility construction shall be permitted within any identified wetlands area, floodplain, or right-of-way, except as authorized by project approvals. All BMPs shall be maintained as required to insure effectiveness. The applicant shall provide for the establishment of vegetation, where specified, by means of proper irrigation. Proof of on-going maintenance, such as contractual evidence, shall be provided to ESD upon request. Maintenance of these facilities shall be provided by the project owners/permittees. **(MM 14-2d, 15-1c, 15-2) (ESD)**

18. **CUP** Each construction phase of the project shall be subject to the Lake Tahoe Construction General NPDES Permit from Lahontan RWQCB. After project approval and as a condition of the NPDES permit, the project applicant shall develop a project-specific SWPPP prepared by a qualified SWPPP practitioner and/or a qualified SWPPP developer, which specifies water quality controls consistent with Lahontan RWQCB requirements and ensures that runoff quality maintains beneficial uses of Lake Tahoe and the Truckee River. The site- and design-specific SWPPP developed for each construction phase shall describe the site controls, erosion and sediment controls, means of waste disposal, implementation of project specific plans required by local regulations, post-construction sediment and erosion control measures, and other impact reduction strategies unrelated to stormwater. BMPs identified in the SWPPPs shall be implemented during all development activities. Each SWPPP shall comply with the requirements of Chapter 4.5 of the TRP A BMP Handbook. Required elements of the SWPPPs include the following:

A) Temporary BMPs to prevent the transport of earthen materials and other construction waste materials from disturbed land areas, stockpiles, and staging areas during periods of precipitation or runoff, including: filter fences, fiber rolls, erosion control blankets, mulch (such as pine needles and wood chips); and temporary drainage swales and settling basins.

B) Designated contractor staging areas for materials and equipment storage outside of riparian areas. Designated staging and storage areas would be protected by construction fencing and/or silt barriers, as appropriate. Following project completion, all areas used for staging would be restored with native vegetation.

C) Temporary BMPs to prevent the tracking of earthen materials and other waste materials from the project site to offsite locations, including stabilized points of entry/exit for construction vehicles/equipment and designated vehicle/equipment rinse stations, and sweeping.

D) Temporary BMPs to prevent wind erosion of earthen materials and other waste materials from the project site, including routine application of water to disturbed land areas and covering of stockpiles with plastic or fabric sheeting.

E) A spill prevention and containment plan to minimize the potential for soil and groundwater contamination during construction. Project contractors would be responsible for proper storage of onsite materials and installation and maintenance of temporary BMPs capable of capturing and containing pollutants from fueling operations, fuel storage areas, and other areas used for the storage of hydrocarbon-based materials. This would include maintaining materials onsite for the cleanup of accidental spills (such as oil absorbent booms and sheets), maintaining drip pans beneath construction equipment, training site workers in spill response measures, immediate cleanup of spilled materials in accordance with directives from the Lahontan RWQCB, and proper disposal of waste materials at an approved off site location that is licensed to receive such wastes.

F) Temporary BMPs to capture and contain pollutants generated by concrete construction including lined containment for rinsate to collect runoff from washing

concrete delivery trucks and equipment.

G) Protective fencing to prevent damage to trees and other vegetation to remain after construction, including tree protection fencing and individual tree protection such as protective casings of wood slats around the bases of trees.

H) Temporary BMPs for the containment or removal of drilling spoils generated from construction of bridge foundations and abutments.

I) Daily inspection and maintenance of temporary BMPs to ensure proper function. The prime contractor would be required to maintain a daily log of Temporary Construction BMP inspections and keep the log onsite during project construction, available for review by Lahontan RWQCB and Placer County.

J) Tree removal activities, including the dropping of trees, would be confined to the construction limit boundaries.

K) Construction boundary fencing to limit disturbance and prevent access to areas not under active construction. **(ESD) (MM 15-1a)**

19. **CUP** As a condition of the SWRCB Statewide Construction General Permit, the project applicant shall prepare and implement a stormwater pollution prevention plan (SWPPP). The SWPPP will be prepared by a qualified SWPPP practitioner and/or a qualified SWPPP developer, will specify water quality controls consistent with Lahontan RWQCB requirements, and will ensure that runoff quality maintains beneficial uses of Lake Tahoe and the Truckee River. The site-specific SWPPP developed for each construction phase will describe the site controls, erosion and sediment controls, means of waste disposal, implementation of project specific plans required by local regulations, control of post-construction sediment and erosion control measures, and other impact reduction strategies unrelated to storm water. The SWPPP shall be consistent with Chapter 4.5 of the TRP A BMP Handbook ("Temporary BMPs for Construction"). **(ESD) (MM 14-2a)**

20. **CUP** Prior to construction commencing, provide evidence to the Engineering and Surveying Division (ESD) of a Water Discharger Identification number generated from the State Regional Water Quality Control Board's Stormwater Multiple Application & Reports Tracking System (SMARTS). This serves as the Regional Water Quality Control Board approval or permit under the NPDES construction stormwater quality permit. **(ESD) (MM 15-1b)**

21. **CUP** Prior to Improvement Plan approval, the Engineering and Surveying Division must be provided with permits/comments, if any, from the Tahoe Regional Planning Agency (TRPA) indicating its approval of the Improvement Plans. **(ESD) (MM 15-1d)**

22. **CUP** There shall be no grading or other disturbance of ground between October 15 of any year and May 1 of the following year, unless an extension has been granted by TRPA. **(ESD) (MM 14-2e)**

23. **CUP** During the final design and before TRPA approval, the site plan shall be refined to reduce paved areas (such as roads, parking areas, or paved walkways) such that the total proposed land coverage within any LCD does not exceed the limits established by TRPA. This would require a net reduction of 1,304 sf and 1, 179 sf of coverage in LCD 3 under Alternatives 1 and 3, respectively. **(MM 14-1)**

24. **CUP/SUB** Provide the Engineering and Surveying Division with a letter from the servicing fire district describing conditions under which service will be provided to this project. Said letter shall be provided prior to the approval of Improvement Plans, and a fire protection district representative's signature shall be provided on the plans. **(ESD)**

25. **CUP** All storm drain inlets and catch basins within the project area shall be permanently marked/embossed with prohibitive language such as "No Dumping! Flows to Lake" or other language as approved by the Engineering and Surveying Division and/or graphical icons to discourage illegal dumping. Message details, placement, and locations shall be included on the Improvement Plans. The Property Owners' Association is responsible for maintaining the legibility of stamped messages and signs. **(ESD)**

26. **CUP** The Improvement Plans shall show that equipment/accessory washing/steam cleaning areas shall be designed to be self-contained and equipped with an external grease or sand/oil interceptor. Outdoor wash areas shall be covered, paved, and provide secondary containment. Direct connection of an equipment/accessory wash area to the storm drain system is prohibited. The applicant/permittees shall properly connect to a sanitary sewer via an external grease or sand/oil interceptor and contact the serving sewer agency to obtain an Industrial Waste Discharge Permit, if required. If so, said permit shall be provided to the Engineering and Surveying Division prior to Improvement Plan approval. **(ESD)**

27. **CUP** The Improvement Plans shall show that all stormwater runoff shall be diverted around trash storage areas to minimize contact with pollutants. Trash container areas shall be screened or walled, in accordance with the Design/Site Review, to prevent off-site transport of trash by the forces of water or wind. Trash containers shall not be allowed to leak and must remain covered when not in use. **(ESD)**

28. **CUP** The Improvement Plans shall show that materials with the potential to contaminate stormwater that are to be stored outdoors shall be placed in an enclosure such as, but not limited to, a cabinet, shed, or similar structure that prevents contact with runoff or spillage to the stormwater conveyance system or protected by secondary containment structures such as berms, dikes, or curbs. The storage area shall be paved to contain leaks and spills and shall have a roof or awning to minimize collection of stormwater within the secondary containment area. **(ESD)**

29. **CUP** The Improvement Plans shall show that loading dock areas shall be covered and run-on and/or runoff of storm water to the dock area shall be minimized. Direct

connections to storm drains or sanitary sewers from depressed loading docks (truck wells or sumps) are prohibited. **(ESD)**

30. **CUP/SUB** The Improvement Plans shall show the extension of a pressurized water system into the project site, which meets TCPUD, County (Section 7 of the LDM), or fire district standards, whichever are greater, to the satisfaction of the TCPUD , Development Review Committee, and the servicing fire district. **(ESD)**

31. **CUP** The Improvement Plans shall include a construction signing plan and include all on- and off-site traffic control devices. To minimize effects on emergency vehicle and existing public vehicular access, the project proponent will, in accordance with applicable regulations, prepare a traffic control plan (TCP) that will address locations that will involve construction in existing roadways and rights-of-ways. The TCP will be prepared in accordance with professional traffic engineering standards and in compliance with the requirements of the affected agency's encroachment permit requirements (i.e., Placer County, Caltrans) and will include measures that will provide notification to emergency service providers and adequate circulation around construction sites for emergency vehicle and existing public vehicular access.

The TCP may include, but not be limited to, the following elements:

- A) The specific methods to maintain traffic flows on affected streets.
- B) The maximum amount of travel lane capacity during non-construction periods.
- C) Locations of flagger control for sensitive sites to manage traffic control and flows.
- D) Construction work zones width limits that, at a minimum, maintain alternate one-way traffic flow past the construction zones.
- E) Alternative routes to ensure that local residents, school buses, or emergency vehicles maintain access.
- F) Coordinated construction activities (time of year and duration) to minimize traffic disturbances.
- G) Appropriate warning signage and lighting for construction zones.
- H) Appropriate and safe detour route identification if closure of a roadway is required, and signage that warns of road closures and detour routes.

The TCP will be submitted to Placer County, TCPUD, and Caltrans for review and approval prior to Improvement Plan approval. **(ESD) (MM 18-3)**

32. If the Tahoe City Golf Course (TCGC) Maintenance yard will be used for any construction activity (staging, storage, temporary parking, etc.), before building permit approval, the applicant or construction manager shall retain a qualified environmental consultant to sample and evaluate surface soils located within stained areas at the TCGC maintenance yard. The soil investigation and removal shall include the following:

- A) Soil sample results shall be provided to PCEHS and Lahontan RWQCB.
- B) Based on the soil sample results, the applicant or construction manager and qualified environmental contractor shall coordinate with PCEHS and Lahontan to determine the appropriate methods for soil removal and extent of soil removal required, if any.

C) A qualified environmental contractor shall be retained for removal of contaminated soils, if necessary. Contaminated soils in the stained areas shall be removed and disposed of at a permitted hazardous waste disposal facility. The qualified environmental contractor shall provide proof of disposal to PCEHS.

D) Soils shall be resampled and, if necessary as determined by PCEHS or Lahontan, additional contaminated soil shall be removed.

E) Building permits will be issued and construction may commence after soils in the maintenance yard are determined by PCEHS or Lahontan to no longer contain contamination. **(PD)(MM 18-2a)**

33. Prior to Building Permit issuance, the applicant shall demonstrate evidence of removal of on-site septic system or, in the absence of that evidence, the applicant or construction manager shall retain a qualified environmental contractor to remove or properly abandon the septic system located near the Tahoe City Golf Course clubhouse. The applicant or construction manager and qualified environmental contractor shall coordinate with the PCEHS to implement septic system abandonment procedures as set forth in the PCEHS On-Site Sewage Manual. **(PD)(MM 18-2b)**

34. Demolition of buildings containing asbestos and lead-based materials will require specialized procedures and equipment, and appropriately certified personnel, as detailed in the applicable regulations. Buildings intended for demolition that were constructed before 1980 will be surveyed for asbestos, while those constructed before 1971 will be surveyed for lead.

A demolition plan shall be prepared for any location with positive results for asbestos or lead. The plan will specify how to appropriately contain, remove, and dispose of the asbestos and lead-containing material while meeting all requirements and BMPs to protect human health and the environment. A lead compliance plan shall be prepared by a Certified Industrial Hygienist.

Before demolition, the project applicant shall submit the written plan to PCEHS describing the methods to be used to:

- A) identify locations that could contain hazardous residues;
- B) remove plumbing fixtures known to contain, or potentially containing, hazardous materials;
- C) determine the waste classification of the debris;
- D) package contaminated items and wastes; and
- E) identify disposal site(s) permitted to accept such wastes.

Demolition shall not occur until the plan has been accepted by the PCEHS and all potentially hazardous components have been removed to the satisfaction of PCEHS staff. The project applicant shall also provide written documentation to the county that lead-based paint and asbestos testing and abatement, as appropriate, have been completed in accordance with applicable state and local laws and regulations.

Lead abatement will include the removal of lead contaminated soil (considered soil with lead concentrations greater than 400 parts per million in areas where children are likely to be present). **(PD)(MM 18-2c)**

35. **CUP/SUB** Prior to the approval of any permits for this project, including Grading Plans, Improvement Plans, or Building Permits or Design/Site Review, provide the DRC with a completed and signed shared-use parking agreement between the Lodge and the Tahoe City Golf Course to be entered into by the applicant and the Tahoe City Public Utility District consistent with the findings of the Tahoe City Lodge EIR/EIS. Improvement Plans showing improvements located on the Tahoe City sidewalks or the Tahoe City Golf Course properties, which are owned by the Tahoe City Public Utility District, including areas within easements, shall be reviewed and approved by the TCPUD prior to Improvement Plan approval. **(PD/ESD)**

36. **CUP/SUB** Prior to approval of Improvement Plans for any and each subsequent project phase, a Parking Management Plan addressing both winter and summer peak project parking conditions shall be submitted to Placer County Development Review Committee (DRC) for review and approval. The Parking Management Plan shall address any parking deficiencies. This plan will ensure that adequate parking and any proposed shuttle service operations are in place in order to accommodate any required off-site peak project parking. Prior to Improvement Plan approval, an agreement between the County, TCPUD, and the applicant to implement the Parking Management Plan, along with the detailed plan, shall be signed and approved, with a copy provided to the ESD.

As part of the Parking Management Plan, the applicant may propose to provide Placer County Transit passes to employees to encourage their use of public transit to the project. Off-site parking locations, if any, shall comply with Placer County parking standards and shall be paved with required BMPs, available for winter weekend use, designed for adequate snow removal operations (e.g., include properly designed areas for snow storage) and located near SR 89 or SR 28 for convenient access by employees, lodge guests, and shuttle drivers. Types of existing parking that may be used by the project for off-site parking needs include but are not limited to commercial establishments, churches, and private recreational facilities. Public parks, community centers or transit centers not fully utilized during winter months may be available if an agreement can be reached with the public agency responsible for the operation of the facility. If off-site parking is not within walking distance, the applicant shall provide a shuttle service between any designated off-site parking location(s) and the Tahoe City Lodge, after environmental review has been completed for the proposed location(s), if required. Additionally, the Parking Management Plan shall address the following: communication and management strategies for alerting people of when and where parking is available on-site and off-site; an employee parking plan with regulations and off-site parking locations; special event parking plan that addresses on- and off-site parking locations for guests of special events; and, an enforcement plan to address any spillover, unauthorized parking. Any directional signage associated with the parking stall limitations for use shall be reviewed and approved by DRC as part of the Parking

Management Plan. If additional environmental impacts, other than those already identified, analyzed, and mitigated (if necessary) as part of the Tahoe City Lodge EIR/EIS, are created as a result of the Parking Management Plan, including proposed on-site or off-site parking areas or shuttle service operations, the Improvement Plans shall not be approved until subsequent environmental review has been completed. The Parking Management Plan shall outline the measures proposed, including signage and annual reporting to Placer County by May 1 of each year until two years after completion of any new development phase of the project. All costs associated with the parking management report are the responsibility of Tahoe City Lodge. **(PD)**

37. **CUP** If an event takes place utilizing the conference room space where: 1) more than 50 percent of the attendees are not guests of the Lodge; and, 2) the event takes place on weekend days in June and on any day from July 1 through Labor Day; and, the lodge occupancy on the following evening is forecast to be more than 80 percent full, then the Lodge owner or the organizer of the event shall make arrangements to mitigate the parking demand by: a) providing adequate off-site parking within a 400-foot walking distance; or, b) providing a valet parking arrangement; or, c) provide a transit shuttle service. **(PD)**

38. **CUP** This permit approval does not approve or require any parking to be located within the easement area on the Bechdolt property. **(PD)**

39. **CUP** The Improvement Plans shall show landscaping buffers to be installed along the on-site parking perimeters in locations where the vehicle headlights can spill over onto adjoining properties, unless determined to not be necessary due to impacts being confined to the Tahoe City Golf Course property. **(PD)**

40. **CUP** Prior to Improvement Plan approval, the applicant shall submit to Placer County a Transportation Demand Management Plan (TDM) for review and approval by the Development Review Committee. **(PD/ESD/DPWF) (MM 10-3a)**

41. **CUP** Prior to Certificate of Occupancy, if a Placer County wayfinding signage program is in effect, the applicant shall participate in the program as required, if applicable. **(PD/ESD/DPWF) (MM 10-3a)**

42. **CUP** Prior to Certificate of Occupancy, the applicant shall demonstrate to Placer County compliance with any adopted TRPA and Placer County mobility improvement, traffic monitoring, and Congestion Management programs/plans in effect. **(MM 10-3a) (PD/ESD/DPWF)**

GRADING

43. **CUP** Prior to issuance of an Early Grading Permit to allow for on-site rough grading, the applicant must submit Improvement Plans and any related documents as required by these conditions of approval to the Engineering and Surveying Division (ESD) for review. The review for the initial submittal of the Improvement Plans must be completed

by Development Review Committee (DRC) and satisfactorily address issues relating to dust control, tree removal, wetlands, protective fencing, grading, drainage, and erosion control.

Upon DRC determination that an Early Grading Permit may be issued, the applicant shall prepare a separate Rough Grading Plan and submit it to ESD for review and approval. Separate plan check, inspection and winterization fees shall be required and shall be based on the engineer's estimate. If Design/Site Review process and/or DRC review is required as a condition of approval for this project, said review shall be completed prior to the submittal of the Early Grading Permit. The Improvement Plans shall be approved by ESD prior to the issuance of any Building Permits. **(ESD/PD)**

ROADS/TRAILS

44. **CUP** Construct and maintain a pedestrian activated hybrid beacon crossing at the Grove Street/SR 28 intersection pursuant to Mitigation Measure 10-1a, the Tahoe City Mobility Plan and the Proposed Area Plan identify this pedestrian crossing as a needed improvement to reduce traffic delay. Mitigation Measure 10-1a identifies the requirement for Placer County to construct the pedestrian hybrid beacon within three years of the adoption of the Tahoe Basin Area Plan. Currently, this improvement is anticipated to be designed and constructed in conjunction with the SR 89/Fanny Bridge Community Revitalization Project. At the time of building permit issuance of the Tahoe City Lodge project, should the County determine that the pedestrian hybrid beacon is progressing to construction, payment of traffic mitigation fees calculated based on the program's current schedule and as required by 11M10-1c would satisfy mitigation measure 10-3a and this condition of approval. **(ESD/DPWF) (MM 10-3a)**

45. **CUP/SUB** Prior to Certificate of Occupancy of Lodge Buildings 1, 2, and 3, 118 off-site shared parking spaces shall be constructed, as identified within with the Parking Management Plan and accepted as complete by the Tahoe City Public Utility District (TCPUD) and the Engineering and Surveying Division (ESD). If building construction is to be phased, off-site shared parking spaces shall be constructed and accepted as complete by both the TCPUD and ESD prior to Certificate of Occupancy as follows:

- A) Building 1 (hotel, restaurant, and rooftop bar): 52 off-site shared parking spaces;
- B) Building 2: 20 off-site shared parking spaces;
- C) Building 3: 46 off-site shared parking spaces; and,
- D) Clubhouse building and golf course: 14 shared parking spaces. **(ESD/PD)**

46. **CUP** Prior to Improvement Plan approval, the applicant shall obtain an Encroachment Permit from Caltrans for any work within the State Highway right-of-way. A copy of said Permit shall be provided to the Placer County Engineering and Surveying Division prior to the approval of the Improvement Plans. Right-of-way dedication to the State, as required, shall be provided to accommodate the existing and future highway improvements.

Caltrans will not issue an Encroachment Permit for work within their right-of-way for improvements (other than signals, road widening, striping and signing) without first entering into a Landscape Maintenance Agreement with the county. This agreement allows for private installation and maintenance of concrete curb/gutters, sidewalks, trails, landscaping and irrigation within Caltrans' right-of way. A similar agreement between the county and the applicant is required prior to the county entering into the agreement with Caltrans. If applicable, both of these maintenance agreements shall be executed prior to approval of the Improvement Plans. **(ESD) (MM 10-3b)**

47. **CUP** The Improvement Plans shall show that all on-site and off-site parking and circulation areas shall be improved with a minimum asphaltic concrete or Portland cement surface capable of supporting anticipated vehicle loadings. It is recommended that the pavement structural section be designed in accordance with recommendations of a soils/pavement analysis and should not be less than 2 inches of Asphalt Concrete (AC) over 4 inches of Class 2 Aggregate Base (AB) or the equivalent. **(ESD)**

48. **CUP** The Improvement Plans shall show that parking spaces, ramps, access ways, and frontage improvements (existing and required) shall meet California Building Code accessibility standards, subject to review and approval by the Building Services Division and the Engineering and Surveying Division. **(ESD)**

49. **CUP/SUB** Final approval of on-site and off-site waterline, sewer line, storm drain routes, and road locations must be obtained from the DRC. **(ESD/PD)**

PUBLIC SERVICES

50. **CUP/SUB** Prior to Improvement Plans approval and recordation of the Final Subdivision Map, provide to the Development Review Committee "will-serve" letters from the following public service providers, as required:

- A) Tahoe City Public Utility District (sewer and water)
- B) Liberty Energy
- C) Southwest Gas Corporation
- D) Tahoe Truckee Sierra Disposal
- E) AT&T

If such "will serve" letters were obtained as a part of the environmental review process, and are still valid (received within one year), they shall not be required again.

(ESD/EHS)

51. **CUP/SUB** Prior to Improvement Plan approval, provide the Development Review Committee (DRC) with proof of notification (in the form of a written notice or letter) of the proposed project to:

- A) Tahoe-Truckee Joint Unified School District
- B) The Placer County Sheriff's Office **(ESD)**

52. **CUP** Prior to the approval of the Improvement Plans, confer with local postal authorities to determine requirements for locations of cluster mailboxes, if required. The applicant shall provide a letter to DRC from the postal authorities stating their satisfaction with the development box locations, or a release from the necessity of providing cluster mailboxes prior to Improvement Plan approval. If clustering or special locations are specified, easements, concrete bases, or other mapped provisions shall be included in the development area and required improvements shall be shown on project Improvement Plans. **(ESD)**

53. **SUB** Prior to the recordation of the Final Subdivision Map, an agreement shall be entered into between the developer and the utility companies specifically listing the party(ies) responsible for performance and financing of each segment of work relating to the utility installation. A copy of this agreement or a letter from the utilities stating such agreement has been made shall be submitted to the Engineering and Surveying Division. Under certain circumstances, the telephone company may not require any agreement or financial arrangements be made for the installation of underground facilities. If so, a letter shall be submitted that includes the statement that no agreement or financial arrangements are required for this development. **(ESD)**

54. **CUP/SUB** Prior to Building Permit issuance, the applicant shall work with the sanitary sewer provider (TCPUD) to abandon the existing sewer easement that runs north/south underneath the proposed lodge buildings and also relocate the existing sewer line to the satisfaction of the TCPUD. A copy of the sewer easement abandonment shall be provided to the Engineering and Surveying Division. **(ESD)**

GENERAL DEDICATIONS/EASEMENTS

55. **CUP/SUB** Provide the following easements/dedications on the Improvement Plans and Final Subdivision Map to the satisfaction of the Engineering and Surveying Division (ESD) and DRC:

A) Dedicate a 12.5 foot multi-purpose easement adjacent to Highway 28, unless the utility companies having rights to use this easement otherwise indicate in writing on utility company letterhead that a lesser width is acceptable. (ESD)

B) Public utility easements over Lot A as required by the serving utilities. Contact TCPUD for their requirements to serve condominium hotel units. (ESD)

C) Drainage easements as appropriate. (ESD)

D) Fire protection and access easements to the project site, as required and approved by the North Tahoe Fire Protection District. (ESD)

E) An Irrevocable Offer of Dedication for easements as required for access to, and protection and maintenance of, post-construction water quality enhancement facilities (BMPs). Said facilities shall be privately maintained unless and until such *time* as the Board of Supervisors accepts the offer of dedication. **(ESD)**

56. **SUB** Conditions and improvements required herein require offsite easements for access to shared parking and circulation areas, construction and maintenance of water quality treatment features, and connection to public utilities. Proof of acquisition of

easements shall be required prior to the ESD approving Improvement Plans for each phase of the project. A current Title Report (not older than 90 days) shall be submitted with the Final Map when it is submitted for checking. **(ESD)**

CULTURAL RESOURCES

57. **CUP** Include this note on the Improvement Plans: If potentially significant cultural resources are discovered during ground-disturbing activities, the project applicant will require the construction contractor to stop work in that area until a qualified archaeologist can access the significance of the find, and, if necessary, develop appropriate treatment measures in consultation with TRP A and other appropriate agencies and interested parties. A qualified archaeologist will follow accepted professional standards in recording any find including submittal of the standard Department of Parks and Recreation (DPR) Primary Record forms (Form DPR 523) and location information to the California Historical Resources Information Center office (North Central Information Center). The consulting archaeologist will also evaluate such resources for significance per California Register of Historical Resources eligibility criteria (PRC Section 5024.1; Title 14 CCR Section 4852). If the archaeologist determines that the find does not meet the TRP A standards of significance for cultural resources, construction may proceed. If the archaeologist determines that further information is needed to evaluate significance, the lead agency will be notified and a resource preservation and data recovery plan will be prepared to ensure the resource is avoided, moved, recorded, or otherwise treated as deemed appropriate by applicable federal, state, and/or local agency and in accordance with pertinent laws and regulations. The plan will be prepared by a qualified archaeologist and include: (a) results of research relevant to the project; (b) research problems or questions to be addressed with an explanation of their relevance and importance; (c) the field and laboratory analysis methods to be used with a justification of their cost-effectiveness and how they apply to this particular property and these research needs; (d) the methods to be used in artifact, data, and other records management; (e) explicit provisions for disseminating the research findings to professional peers in a timely manner; (f) arrangements for presenting what has been found and learned to the public, focusing particularly on the community or communities that may have interests in the results; (g) the curation of recovered materials and records resulting from the data recovery; and (h) procedures for evaluating and treating discoveries of unexpected remains or newly identified historic properties during the course of the project, including necessary consultation with other parties (Advisory Council on Historic Preservation [ACHP] 1999). **(PD) (MM 8-2)**

58. **CUP** Include this note on the Improvement Plans: In accordance with existing regulations, if any human remains are discovered or recognized in any location on the Tahoe City Lodge project site, the project applicant will require the construction contractor to cease further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

- A) The Placer County Coroner/Sheriff has been informed and has determined that no investigation of the cause of death is required; and
- B) If the remains are of Native American origin,
1. The descendants of the deceased Native Americans have made a recommendation to the project applicant or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98, or
 2. The Native American Heritage Commission was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the commission
 3. The site shall be flagged and avoided during construction. **(PD)(MM 8-3)**

FEES

- A) The Placer County Coroner/Sheriff has been informed and has determined that no investigation of the cause of death is required; and B) If the remains are of Native American origin,
1. The descendants of the deceased Native Americans have made a recommendation to the project applicant or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98, or
 2. The Native American Heritage Commission was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the commission
 3. The site shall be flagged and avoided during construction. **(PD)(MM 8-3)**

59. **CUP** Prior to issuance of any Building Permits, the project shall be required to pay traffic impact fees that are in effect in the Tahoe Region benefit district, pursuant to Article 15.28.010, Placer County Code. The applicant is notified that the following traffic mitigation fee(s) shall be required and shall be paid to Placer County DPWF:

A) County Wide Traffic Limitation Zone: Article 15.28.010, Placer County Code

The fees will be calculated using the information supplied. If the use or the square footage changes, then the fees will change. The actual fees paid will be those in effect at the time the payment occurs. **(DPWF) (MM 10-1c)**

60. **CUP** The project shall pay annual transit fees to Placer County Department of Public Works and Facilities. The key constraint to expanding transit capacity is the availability of ongoing transit operating subsidy funding, as discussed in the recently completed System Plan Update for the Tahoe Truckee Area Regional Transit in Eastern Placer County (LSC, 2016). While the proposed Area Plan includes Policy T-P-22 ("Secure adequate funding for transit services so that transit is a viable transportation alternative"), this does not identify a specific mechanism to assure expansion of transit services to address increased peak demand. To provide an ongoing source of operating funding as well as transit bus seating capacity, Placer County shall establish one or more County Service Area Zones of Benefit encompassing the developable portions of the Plan area. Ongoing annual fees would be identified to fund expansion of transit

capacity as necessary to expand seating capacity to accommodate typical peak-period passenger loads. At a minimum, this would consist of four additional vehicle-hours of transit service per day throughout the winter season on each of the following three routes: North Shore (North Stateline to Tahoe City), SR 89 (Tahoe City to Squaw Valley) and SR 267 (North Stateline to Northstar), as well as 16 additional daily vehicle-hours of service on TART routes serving the Plan area, and the expansion of transit fleet necessary to operate this additional service. Fees would be assessed on all future land uses that generate an increased demand for transit services, including lodging, commercial, civic, and recreational land uses.

The lodge project applicant shall be responsible for annual transit fees beginning with the first year of operation. If the county service area funding program is not implemented prior to the opening of the lodge, the lodge project shall pay all annual fees accrued retroactive to the opening date once the program comes into effect.

(DPWF) (MM 10-1b, 10-3a, 10-5)

61. **CUP** Pursuant to Section 21089 (b) of the California Public Resources Code and Section 711.4 et. seq. of the Fish and Game Code, the approval of this permit/project shall not be considered final unless the specified fees are paid. The established fees required is \$3,120.00 for projects with Environmental Impact Reports (Note: the fees include a \$50 County Recorder's fee). Without the appropriate fee, the Notice of Determination is not operative, vested or final and shall not be accepted by the County Clerk.

NOTE: The above fee shall be submitted to the Planning Services Division within five (5) working days after the appeal period has expired (final project approval). NOTE: Projects heard by the Board of Supervisors are not subject to an appeal period (checks made payable to Placer County). **(PD)**

62. **CUP** The applicant may avail himself of the Placer County fee deferral program. **(PD)**

NOISE

63. **CUP** The Tahoe City Lodge project applicant shall ensure that off-site buildings will not be exposed to construction-generated ground vibration levels that exceed the Caltrans-recommended standard of 0.2 inch/second PPV for evaluating structural damage. The project applicant shall also ensure that off-site buildings will not be exposed to ground vibration levels that exceed FTA's human response standard of 83 V dB for commercial buildings. The project applicant shall hire a California-registered geotechnical engineer to perform a site specific study of the geotechnical conditions at and around the lodge site. The study shall determine the propagation rate of ground vibration in the area, taking into account local soil conditions, the age of the nearby buildings, and other factors. The study shall determine whether nearby structures and buildings could experience structural damage from the types of demolition and construction activities that would take place and the types of heavy equipment that will be used.

The study shall identify detailed site-specific measures to lessen the potential for structural damage and to reduce the potential for negative human response from ground vibration generated by demolition and construction activities and the project applicant shall require construction contractor(s) to implement the measures identified in the study. Such measures shall include, but are not limited to, the following:

A) All heavy equipment used within a specified distance of offsite buildings shall have a reference vibration level no greater than a limit determined by the geotechnical investigation necessary to avoid structural damage and to minimize negative human responses;

B) Equipment, debris piles, and building materials shall not be staged or stored within the Bechdolt access easement or within 34 feet of any off-site buildings, including the Bechdolt building;

C) All construction equipment on shall be operated as far away from vibration-sensitive sites as reasonably possible;

D) Earth moving, ground-disturbance, and truck loading activities shall be phased so as not to occur simultaneously in areas close to off-site buildings. The total vibration level produced could be substantially less when each vibration source operated close to off-site buildings is operated separately;

E) The project applicant shall designate a disturbance coordinator and post that person's telephone number conspicuously around the locations where pile driving would be performed. The disturbance coordinator shall receive all public complaints and be responsible for determining the cause of the complaint and implementing any feasible measures to alleviate the problem. The contact information of the disturbance coordinator shall also be provided to the owners of all properties for which a pre-inspection survey is performed; and

F) The project applicant shall also provide advanced notice to owners of all buildings and structures located within 43 feet of any portion of the Lodge site where demolition or construction activity would take place. This noticing shall inform property owners when and where construction equipment would be operated and the types of measures being implemented to lessen the impact at potentially affected receptors. This noticing shall also provide the contact information for the designated disturbance coordinator. If determined necessary by the geotechnical Engineer based on his/her assessment of the propagation rate of the local soils, this study shall also include a geotechnical inspection of all buildings and structures located within 50 feet of where demolition and construction activities would occur. The inspection shall document pre-existing conditions, including any pre-existing structural damage. The pre-inspection survey of the buildings shall be completed with the use of photographs, videotape, or visual inventory, and shall include inside and outside locations. All existing cracks in walls, floors, driveways shall be documented with sufficient detail for comparison during and upon completion of Lodge construction to determine whether new actual vibration damage has occurred. The results of both surveys shall be provided to the project applicant for review and acceptance of conclusions. Should damage occur during construction, construction operations shall be halted until the problem activity can be

identified. Once identified, the problem activity shall be modified to eliminate the problem and protect the adjacent buildings. Any damage to nearby buildings shall be repaired back to the preexisting condition at the expense of the project applicant.

(PD)(MM 13-3)

64. **CUP** The applicant for the Tahoe City Lodge project shall ensure that noise generated by activity on the rooftop terrace will not expose off-site noise-sensitive receptors, including the Tahoe Marina Lakefront property, to noise levels that exceed standards established by the Placer County Noise Ordinance (Table 13-7). Noise reduction measures that can be implemented to ensure compliance with Placer County Noise Ordinance daytime noise standards of 50 dB Leq and 65 dB Lmax include but are not limited to the following:

- Adjust volume settings and orient speakers away from the Tahoe Marina Lakefront property.
- Install a noise-reduction barrier along the edge of the rooftop terrace. This barrier may consist of a transparent material to maintain views of the lake. This barrier may also serve to limit the level of traffic noise on the rooftop terrace.
- Outdoor generators shall not be operated on the rooftop terrace.
- Orient or relocate the rooftop terrace activity area on the Tahoe City Lodge project site such that other buildings serve as a sound barrier to project off-site noise-sensitive receptors.

• Prohibit music after 10:00 p.m. if necessary to ensure compliance with Placer County Noise

Ordinance nighttime noise standards of 40 dB Leq and 60 dB Lmax.

- Prohibit music at all times, if necessary.

Prior to groundbreaking for the Tahoe City Lodge project, a qualified acoustic specialist shall be selected by the county hired at the project applicant's expense to verify the effectiveness of all selected noise reduction measures. The qualified acoustic specialist shall also provide the findings to the county. **(PD)(MM 13-Sa)**

65. **CUP** The Tahoe City Public Utility District shall ensure that noise generated by the clubhouse will not expose off-site sensitive receptors, such as adjacent residences, to noise levels that exceed the nighttime noise standards of 40 dB Leq and 60 dB Lmax established by the Placer County Noise Ordinance between the hours of 10:00 p.m. and 7:00 a.m. Sound level measurements shall be conducted at the property line of the closest residential land use during the sound testing of the amplified sound system prior to each outdoor event. The sound level meter used for the sound level measurements should meet a minimum Type 2 compliance and be fitted with the manufacturer's windscreen and calibrated before use. Noise reduction measures that can be implemented to ensure compliance with Placer County Noise Ordinance daytime noise standards of 50 dB Leq and 65 dB Lmax include but are not limited to the following:

A) Locate outdoor events as far as possible from nearby off-site residences along Fairway

Drive. If feasible, orient outdoor events such that the new clubhouse serves as a sound barrier between the noise-generating outdoor activity and the nearest off-site residence.

- B) Any outdoor generators used during outdoor events shall be located as far as possible from nearby off-site residences along Fairway Drive.
- C) Adjust volume settings and orient speakers away from off-site residences.
- D) If agreed to by nearby homeowners, install a permanent sound barrier (e.g., a wall, earthen berm, or berm-wall combination) near the property line of off-site residential land uses.
- E) If agreed to by nearby homeowners, install a temporary sound barrier during outdoor events near the property line of the affected off-site residential land uses. **(PD)(MM13-5b)**

ENVIRONMENTAL HEALTH

66. **SUB** Submit to Environmental Health Services, for review and approval, a "will-serve" letter or a "letter of availability" from TCPUD for domestic water service. The applicant shall connect the project to this treated domestic water supply. Prior to connection of this project to the TCPUD for public water service, contact Environmental Health to amend the permit for the existing well to serve as the water source for the swimming pool, spas, and for site irrigation prior to final occupancy approval. The applicant shall contact TCPUD for appropriate backflow prevention. **(EHS)**

67. **SUB** Submit to Environmental Health Services a "will-serve" letter from TCPUD indicating that the district can and will provide sewerage service to the project. The applicant shall connect the project to this public sewer. **(EHS)**

68. **CUP/SUB** If at any time during the course of executing the proposed project, evidence of soil and/or groundwater contamination with hazardous material is encountered the applicant shall immediately stop the project and contact Environmental Health Services Hazardous Materials Section. The project shall remain stopped until there is resolution of the contamination problem to the satisfaction of Environmental Health Services and to Lahontan Regional Water Quality Control Board. A note to this effect shall be added to the Improvement Plans where applicable. **(EHS)**

69. **CUP** "Hazardous materials" as defined in Health and Safety Code Division 20, Chapter 6.95 shall not be allowed on any premises in regulated quantities (55 gallons, 200 cubic feet, 500 pounds) without notification to Environmental Health Services. A property owner/occupant who handles or stores regulated quantities of hazardous materials shall comply with the following within 30 days of commencing operations:

- A) Operator must complete an electronic submittal to California Environmental Reporting System (CERS) and pay required permit fees.
- B) If the business will generate hazardous waste from routine operations, obtain an EPA ID number from the Department of Toxic Substances Control (DTSC).

Note: If the business owner/operator is unsure of what constitutes a hazardous material or waste, please contact Environmental Health Services for assistance at 530-745-2300. **(EHS)**

70. **CUP** If at any time during the course of executing the proposed project, evidence of soil and/or groundwater contamination with hazardous material is encountered; the applicant shall immediately stop the project and contact Environmental Health Services Hazardous Materials Section. The project shall remain stopped until there is resolution of the contamination problem to the satisfaction of Environmental Health Services and to the Lahontan Regional Water Quality Control Board. A note to this effect shall be added to the Improvement Plans where applicable. **(EHS)**

71. **CUP** The discharge of fuels, oils, or other petroleum products, chemicals, detergents, cleaners, or similar chemicals to the surface of the ground or to drainage ways on, or adjacent to, the site is prohibited. **(EHS)**

72. **CUP** Prior to approval of a Building Permit for the restaurant and public swimming pool, contact Environmental Health Services, pay required fees, and apply for a plan check. Submit to Environmental Health Services, for review and approval, complete construction plans and specifications as specified by the Division. **(EHS)**

73. **CUP** Prior to Certificate of Occupancy, contact the Environmental Health Services, pay required fees and obtain a permit to operate a food establishment prior to opening for business. All food handling operations shall comply with the requirements of Placer County Code and California Retail Food Code. **(EHS)**

74. **CUP/SUB** Submit to the Environmental Health Services a "will-serve" letter from the franchised refuse collector for weekly or more frequent refuse collection service. **(EHS)**

75. **CUP** Prior to Certificate of Occupancy, the applicant shall contact Environmental Health Services, pay required fees, and obtain a permit to operate swimming pools/spas prior to opening for business. All swimming pools and spas shall comply with the requirements of Placer County Code and California Public Swimming Pool Code. **(EHS)**

AIR POLLUTION

76. **CUP** Proponents of individual land use development projects in the Plan area subject to TRP A and/or CEQA environmental review shall be required to demonstrate that construction-related emissions of ROG, NOX, and PM10 for each project would be less than PCAPCD's significance standards of 82 lb/day. Every project applicant shall require its prime construction contractor to implement the following measures:

- Submit to PCAPCD a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that would be used for 40 or more hours, in aggregate, during a construction season. If any new equipment is added after submission of the inventory, the prime contractor shall contact PCAPCD before the new equipment is used. At least three business days before the use of subject heavy-duty off-road equipment, the project representative shall provide

PCAPCD with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and onsite foreman;

- Before approval of Grading or Improvement Plans, whichever occurs first, the prime contractor shall submit for PCAPCD approval, a written calculation demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average 20 percent reduction in NOX emissions as compared to ARB statewide fleet average emissions. Acceptable options for reducing emissions may include use of late-model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. The calculation shall be provided using PCAPCD's Construction Mitigation Calculator;
- Use existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators during construction rather than temporary diesel power generators to the extent feasible;
- During construction, minimize idling time to a maximum of 5 minutes for all diesel powered equipment; and/or
- Post signs in the designated queuing areas of the construction site to remind off-road equipment operators that idling is limited to a maximum of 5 minutes.

Every project applicant shall require additional measures, as necessary, to ensure that construction-related emissions would not exceed PCAPCD's significance standards for ROG, NOX, and PM10 of 82 lb/day. These additional measures may include, but are not limited to, the following:

- Use of Tier 3 or better engines for construction equipment,
- Use of no- or low-solids content (i.e., no- or low-VOC) architectural coatings that meet or exceed the VOC-requirements of PCAPCD Rule 218. Implementation of this measure would reduce ROG emissions from architectural coating by 90 percent, and/or
- Participate in PCAPCD's offsite mitigation program, the Land Use Air Quality Mitigation Fund, by paying the equivalent amount of fees for the project's contribution of ROG or NOx that exceeds the 82 lb/day significance criteria, or the equivalent as approved by PCAPCD. The applicable fee rates of the program change over time. The actual amount to be paid shall be determined, and satisfied per current guidelines, at the time of approval of the Grading or Improvement Plans. **(PD) (MM 11-2a)**

77. CUP The applicant for the Lodge project shall require its prime construction contractor to implement measures to ensure that construction-generated emissions of ROG would not exceed PCAPCD's significance standard of 82 lb/day. Measures to ensure maximum daily emissions of ROG would not exceed 82 lb/day include, but are not limited to, the following:

- Use of no- or low-solids content (i.e., no- or low-VOC) architectural coatings that meet or exceed the VOC-requirements of PCAPCD Rule 218. Implementation of this measure would reduce ROG emissions from architectural coating by 90 percent;
- Use existing power sources (e.g., power poles) or clean fuel (e.g., biodiesel, natural gas) generators during construction rather than temporary diesel power generators to the extent feasible;

- During construction, minimize idling time to a maximum of 5 minutes for all diesel powered equipment;
- Post signs in the designated queuing areas of the construction site to remind off-road equipment operators that idling is limited to a maximum of 5 minutes;
- Use of Tier 3 or better engines for construction equipment; and/or
- Participate in PCAPCD's offsite mitigation program, the Land Use Air Quality Mitigation Fund, by paying the equivalent amount of fees for the project's contribution of ROG that exceeds the 82 lb/day significance criteria, or the equivalent as approved by PCAPCD. The applicable fee rates of the program change over time. The actual amount to be paid shall be determined, and satisfied per current guidelines, at the time of approval of the Grading or Improvement Plans. Prior to initiating construction, the applicant shall receive written approval by PCAPCD that its selected measures are sufficient for ensuring the construction-related ROG emissions would not exceed 82 lb/day. **(PD) (MM 11-2b)**

78. **CUP** Prior to issuance of building or demolition permit and prior to beginning renovation or demolition, a thorough asbestos inspection must be conducted by a California Division of Occupational Safety and Health (CALOSHA) Certified Asbestos consultant or a Site Surveillance Technician.(PCAPCD)

79. **CUP** Owners or operators must submit written notification to the California Air Resources Board (ARB) and the U.S. Environmental Protection Agency at least 10 working days prior to beginning renovation or demolition activity.

A) **For demolition projects:** Written notification is required for all demolition projects, even if no asbestos is identified in the inspection. State law prohibits local agencies from issuing demolition permits unless the applicant has demonstrated exemption or compliance with the notification requirements of the Asbestos NESHAP (CA Health and Safety Code§ 19827.5).

B) For renovation projects; Written notification is required if the amount of asbestos containing material that will be disturbed during the renovation exceeds 260 linear feet of material on pipe, 160 square feet of material on other facility components, or 35 cubic feet of "off facility components" where the length or area could not be measured prior to disturbance. **(PCAPCD)**

80. **CUP** Any regulated asbestos containing material must be removed by a CALO SHA licensed and registered asbestos abatement contractor and disposed of at a landfill approved to receive asbestos containing waste material. (PCEHS)

81. **CUP** Wood or pellet burning appliances are not permitted. Only natural gas or propane fireplace appliances shall be allowed. These appliances shall be clearly delineated on the floor plans submitted in conjunction with the Building Permit application. **(PCAPCD)**

82. **CUP** Prior to approval of Grading/Improvement Plans, the applicant shall submit a Construction Emission / Dust Control Plan to the Tahoe Regional Planning Agency. If TRPA does not respond within twenty (20) days of the plan being accepted as complete, the plan shall be considered approved. The applicant shall provide written evidence, provided by TRPA, to the local jurisdiction (city or county) that the plan has been submitted. It is the responsibility of the applicant to deliver the approved plan to the local jurisdiction. **(PCAPCD)**

83. **CUP** Include the following standard notes on the Grading Plan:

- A) During construction, the contractor shall utilize existing power sources (e.g. power poles) or clean fuel (e.g. gasoline, biodiesel, natural gas) generators rather than temporary diesel powered generators.
- B) Idling of construction related equipment and construction related vehicles should not occur within 1,000 feet of any sensitive receptor.
- C) During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.
- D) Signs shall be posted in the designated queuing areas of the construction site to limit idling to a maximum of 5 minutes.
- E) The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.
- F) In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the individual jurisdiction).
- G) The contractor shall suspend all grading operations when fugitive dust exceeds Placer County APCD Rule 228 (Fugitive Dust) limitations. The prime contractor shall be responsible for having an individual who is CARE-certified to perform Visible Emissions Evaluations (VEE). This individual shall evaluate compliance with Rule 228 on a weekly basis. It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond the property boundary at any time. Lime or other drying agents utilized to dry out wet grading areas shall not exceed Placer County APCD Rule 228 Fugitive Dust limitations. Operators of vehicles and equipment found to exceed opacity limits will be notified by APCD and the equipment must be repaired within 72 hours.
- H) Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified by APCD to cease operations and the equipment must be repaired within 72 hours.
- I) A person shall not discharge into the atmosphere volatile organic compounds (VOC's) caused by the use or manufacture of Cutback or Emulsified asphalts for paving, road construction or road maintenance, unless such manufacture or use complies with the provisions of Rule 217.
- J) During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (i.e. gasoline, biodiesel, natural gas) generators rather than temporary diesel power generators.
- K) During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.

L) During construction, no open burning of removed vegetation shall be allowed unless permitted by the PCAPCD. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.

M) The contractor shall apply water or use other method to control dust impacts offsite. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site. **(PCAPCD)**

84. **CUP** TRP A shall require proponents of every individual land use development project proposed in the Plan area to demonstrate that its construction activities would follow PCAPCD's recommended BMPs and to ensure that construction-generated TAC emissions would not expose nearby sensitive receptors to TAC emissions that would exceed 10 in 1 million for the carcinogenic risk (i.e., the risk of contracting cancer) or a non-carcinogenic Hazard Index of 1 for the maximally exposed individual).

Every project applicant shall require its prime construction contractor to implement the following measures prior to project approval:

- Work with PCAPCD staff to determine if project construction would result in release of diesel emissions in areas with potential for human exposure, even if overall emissions would be low. Factors considered by PCAPCD when determining significance of a project include the expected emissions from diesel equipment including operation time, location of the project, and distance to sensitive receptors. (PCAPCD 2012:2-6).
- Use PCAPCD's guidance to determine whether construction of an individual project would require detailed evaluation with a health risk assessment (HRA) (PCAPCD 2012: Appendix E).

If an HRA is required, model emissions, determine exposures, and calculate risk associated with health impacts, per PCAPCD guidance. Coordinate with PCAPCD to determine the significance of the estimated health risks. **(PCAPCD) (MM 11-5)**

MISCELLANEOUS CONDITIONS

85. **CUP** The applicant shall defend, indemnify, and hold harmless the County of Placer, the County Board of Supervisors, and its officers, agents, and employees, from any and all actions, lawsuits, claims, damages, or costs, including attorney's fees awarded in any proceeding brought in any State or Federal court, challenging the County's approval of that certain Project known as the Tahoe City Lodge PLN15-00125. The applicant shall, upon written request of the County pay, or at the County's option reimburse the County for, all reasonable costs for defense of any such action and preparation of an administrative record, including the County staff time, costs of transcription and duplication. The County shall retain the right to elect to appear in and defend any such action on its own behalf regardless of any tender under this provision. This indemnification obligation is intended to include, but not be limited to, actions brought by third parties to invalidate any determination made by the County under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) for the Project or any decisions made by the County relating to the approval of the Project.

Upon written request of the County, the applicant shall execute an agreement in a form approved by County Counsel incorporating the provisions of this condition. This indemnification obligation shall extend and be limited to a proceeding regarding the Tahoe City Lodge project, and shall not apply to a proceeding regarding the Area Plan. In the event a proceeding involves both the Tahoe Lodge project and the Area Plan, the applicant shall pay 100% of the defense costs for those causes of action naming applicant only and twenty five (25%) of those causes of action naming both the County and applicant **(PD)**

86. **SUB** Prior to recordation of the Final Subdivision Map(s) and concurrent with the Site/Design Review with the Tahoe Basin Design Review Committee, the applicant shall submit lighting development standards for inclusion in the CC&R's. The standards shall be reviewed and approved by the Development Review Committee as part of the Design Site Review Agreement and shall include General Lighting Standards, Street Lighting Standards, Prohibited Lighting and Exemptions and shall insure that individual fixtures and lighting systems in the Subdivision will be designed, constructed and installed in a manner that controls glare and light trespass, minimizes obtrusive light and conserves energy and resources. **(PD)**

87. **SUB** Prior to recordation of the Final Subdivision Map(s), if the project includes conversion of an existing structure or structures to condominiums, town houses, or cooperative apartments, development plans must be reviewed and approved by the Placer County Building Inspection Division and would be subject to a modification of the Conditional Use Permit. **(ESD)**

88. **CUP** During project construction, staking shall be provided pursuant to Section 5-1.07 of the County General Specifications. **(ESD)**

89. **CUP** The Improvement Plans shall show for the review and approval by the Development Review Committee the location of any entrance monument or structure proposed by the applicant and shall be located such that there is no interference with driver sight distance as determined by the Engineering and Surveying Division, and shall not be located within the right-of-way. Any entrance monument or structure erected within the front setback on any lot, within certain zone districts, shall not exceed 3 feet in height (Ref. Chapter 17, Article 17.54.030, Placer County Zoning Ordinance). **(PD/ESD)**

90. **CUP** No boat, personal watercraft, and/or trailer parking/storage is permitted. **(PD)**

WORKFORCE HOUSING

91. **CUP/SUB** The Project is expected to generate 4.78 new full-time equivalent (FTE) Employees over and above the existing employee demand of the project site. Consistent with Placer County General Plan Housing Policy C-2, the Developer must provide housing for half of the total FTE.

Developer shall meet this obligation by one of the following methods:

I. Employee Housing Construction. The Developer shall construct employee housing units sufficient to house a minimum of 2.39 FTE employees located within the Lake Tahoe region of Placer County.

a. The Developer shall designate the site(s) where the employee housing units will be located at the time the Developer submits a tentative subdivision map/condominium plan on the property according to the schedule set forth below. The County shall have the right to record deed restrictions on the employee housing site(s) restricting them for use as employee housing only.

b. A sufficient number of units to house no less than 2.39 FTE employees shall be constructed prior to the recordation of the Final Condo Map that creates the for sale condo hotel units. The (Full time equivalent employee) FTEE per unit constructed is calculated as follows :

Studio Unit= 1 FTEE

1-bedroom Unit = 2 FTEE

2-bedroom Unit= 3 FTEE

3-bedroom Unit= 4 FTEE

4-bedroom Unit= 5 FTEE

c. Employee housing units shall be provided for household incomes within 60-140% of Area Median Income (AMI). The County may administer a program for the for-sale units with the homeowners association or other appointed designee that represents the property and employee housing units.

d. The County will record Individual Regulatory Agreements against any on-site ownership employee housing units or on any parcel(s) containing rental employee housing units in order to restrict the rental rate of those units or the purchase and resale restrictions on ownership units.

e. Within one hundred twenty (120) days after the end of the Developer's fiscal year in which the first anniversary of the date of issuance of the Certificate of Occupancy for employee housing rental units is issued but no later than April 15th, thereafter Developer shall submit to the County an inventory of the occupants of the employee housing units. The inventory shall identify the unit number, name of occupant(s), employer, gross household income, rent amount, and length of residency to allow the County to determine Developer's compliance with this agreement.

f. The Developer shall also submit to the County within fifteen (15) days after receipt of a written request any other information or completed forms reasonably requested by the County.

-Or-

2. In lieu fee. The current County in lieu fee is \$41, 785.72 per full time equivalent employee (FTEE), this fee shall be adjusted annually on July 1st based on the annual increase/decrease in the Construction Cost Index/Engineering News Report. Developer has an obligation to provide housing for 2.39 FTEE. Therefore the in-lieu fee to be paid to the County shall be \$99,867.87 plus annual adjustment to fully satisfy its obligation for employee housing units. The in lieu fee shall be due and payable to the County in one lump sum prior to recordation of the Final Map/condominium plan. **(PD)**

92. **SUB** Prior to recordation of the Final Subdivision Map(s), the applicant shall record a deed restriction with the County Recorder's Office, restricting the use of 78 condo-hotel units. The deed restriction shall be provided to the Planning Services Division. The remaining 40 (forty) units shall operate as standard hotel rooms. The Deed Restriction shall limit owner occupancy to a maximum of 90 (ninety) days within a calendar year with a maximum stay of 30 (thirty) days within a single quarter. Each condo-hotel unit shall be required to maintain its own Transient Occupancy Tax (TOT) certificate in compliance with the TOT requirements of Placer County Code 4.16. This restriction shall be included in the CC&R's for the project. (PD)

CONDITIONS, COVENANTS, & RESTRICTIONS

93. **SUB** Prior to recordation of the Final Subdivision Map(s), Conditions, Covenants, and Restrictions (CC&Rs) shall be prepared and submitted for review and approval by the Engineering and Surveying Department, County Counsel, and other appropriate County Departments. CC&Rs shall be recorded concurrently with the filing of the Final Subdivision Map and shall contain provisions/notifications for:

A) The applicants shall create a "Property Owner's Association" with certain specified duties/responsibilities including the enforcement of all of the following notifications.

B) A note shall be included that states that: Maintenance of all water quality Best Management Practices (BMPs) shall be the responsibility of the "Property Owner's Association." Inspection of these BMPs shall be conducted at least annually. Maintenance records and proof of inspections shall be retained on site, and shall be available for County review upon request.

C) A note shall be included that states that: All restrictions not monitored by Placer County shall be monitored and enforced by the "Property Owner's Association."

D) A note shall be included which states that: None of the provisions required by the Conditions of Approval shall be altered without the prior written consent of Placer County.

E) A note shall state that: All future owners shall receive notification of the limitations on the number of days they can occupy their condo hotel unit. Owners shall be advised that they are restricted to not occupy their unit for more than ninety (90) days in a calendar year. And in no case shall the owner stay extend beyond thirty (30) days in a single calendar quarter.

(PD/ESD/EHS/ APCD)

94. **SUB** Covenants, Conditions and Restrictions (CC&Rs) in draft form shall be submitted to the Engineering and Surveying Division for review pursuant to Section 16.28.060 together with an index identifying the specific CC&R section that corresponds with each applicable condition of approval. The CC&Rs shall contain provisions to satisfy all applicable conditions of approval imposed on the conditionally approved vesting tentative map and County Code including the identification of an entity or entities that will be empowered to levy assessments and perform all the work needed for the upkeep of subdivision improvements. Where condominium hotel units are

approved for creation, the CC&Rs may designate the property owner as the entity responsible to maintain all improvements required as a condition of the Vesting Tentative Map until such time that an Association is formed to perform such maintenance. The CC&Rs shall reference any Annexation to a previously established set of CC&Rs may satisfy this requirement. The executed and approved CC&Rs shall record concurrently with the final map and each document shall reference the recording information of the other. **(ESD)**

NOTIFICATION TO FUTURE BUYERS

95. **CUP** Applicant or the Property Owners' Association shall distribute printed educational materials highlighting information regarding the stormwater facilities/BMPs, recommended maintenance, and inspection requirements, as well as conventional water conservation practices and surface water quality protection, to future buyers. **(ESD/EHS)**

96. **CUP** Inspections of stormwater facilities/BMPs shall be conducted by the Property Owner's Association at least annually and maintenance records and proof of inspections shall be retained. **(ESD)**

EXERCISE OF PERMIT

97. **SUB** The applicant shall prepare and submit to the Engineering and Surveying Division (ESD), a Final Subdivision Map which is in substantial conformance to the approved Tentative Subdivision Map in accordance with Chapter 16 of the Placer County Code; pay all current map check and filing fees. **(ESD)**

98. **SUB** Prior to the County's recordation of the Final Subdivision Map, submit to the Engineering and Surveying Division the map in digital format (on compact disc or other acceptable media) in accordance with the latest version of the Placer County Digital Plan and Map Standards. The digital format is to allow integration with Placer County's Geographic Information System (GIS). The recorded map filed at the Placer County Recorder's Office will be the official document of record. **(ESD)**

99. **CUP/SUB** The applicant shall have 36 months to exercise this project, the Tahoe City Lodge. The effective date of this permit approval is the same as the effective date of the Placer County Tahoe Basin Area Plan and Implementing Regulations (30 days after hearing adoption). Unless exercised pursuant to Condition 3 or application of an extension of time pursuant to Section 17.58.160(C), this approval shall expire on December 6, 2019. **(PD)**

Exhibit C

Legal Description of Project Site

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Placer, State of California, described as follows:

PARCEL 1: (APN: 094-070-001)

BEING A PORTION OF THE SOUTH HALF OF SECTION 6 AND THE NORTH HALF OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING FOR THE DESCRIPTION OF THE LANDS HEREIN DESCRIBED BEGIN AT A POINT ON THE SOUTH LINE OF SAID SECTION 6, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE LANDS DESCRIBED IN A DEED TO BICKFORD AND OTHERS OF RECORD IN BOOK 348 OFFICIAL RECORDS, PAGE 416, PLACER COUNTY RECORDS, AND SAID POINT BEING 192.00 FEET EAST MEASURED ALONG SAID SOUTH LINE OF SECTION 6 FROM THE QUARTER SECTION CORNER BETWEEN SAID SECTION 6 AND SAID SECTION 7; RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID LANDS CONVEYED TO BICKFORD AND OTHERS, THE WEST LINE OF THE LANDS DESCRIBED IN A DEED TO ROBERT WATSON AND OTHERS, RECORDED FEBRUARY 2, 1937 IN BOOK 363 OF OFFICIAL RECORDS, PAGE 2, PLACER COUNTY RECORDS, AND THE WEST LINE OF THE LANDS DESCRIBED IN A DEED TO BASIL T. KAHOE AND OTHERS, RECORDED NOVEMBER 13, 1946, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 357, PLACER COUNTY RECORDS, 343.11 FEET TO AN ANGLE POINT IN THE BOUNDARY LINE OF SAID LANDS CONVEYED TO BASIL T. KAHOE AND OTHERS; AND THENCE SOUTH 43° 44' WEST, 139.70 FEET TO THE POINT OF BEGINNING FOR THE DESCRIPTION OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUNNING THENCE SOUTH 46° 15' 38" EAST 38.26 FEET; THENCE SOUTH 8° 07' 12" WEST, 66.13 FEET; THENCE SOUTH 0° 03' 48" EAST, 118.00 FEET; THENCE SOUTH 10° 37' 42" EAST 88.16 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY NO. 39; THENCE SOUTH 53° 40' WEST ALONG SAID NORTHWESTERLY LINE OF SAID HIGHWAY RIGHT OF WAY, 77.88 FEET; THENCE NORTH 36° 20' WEST, 200.00 FEET; THENCE NORTH 3° 41' EAST, 30.62 FEET; AND THENCE NORTH 43° 44' EAST, 209.02 FEET TO THE POINT OF BEGINNING.

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PARCEL 2: (APN: 094-070-002)

BEING A PORTION OF THE SOUTH HALF OF SECTION 6 AND THE NORTH HALF OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 6, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE LANDS DESCRIBED IN A DEED TO BICKFORD AND OTHERS OF RECORD IN BOOK 348 OFFICIAL RECORDS, PAGE 416, PLACER COUNTY RECORDS, AND SAID POINT BEING 192.00 FEET EAST MEASURED ALONG THE SOUTH LINE OF SAID SECTION 6 FROM THE QUARTER SECTION CORNER BETWEEN SAID SECTION 6 AND SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SAID LANDS CONVEYED TO BICKFORD AND OTHERS, THE WEST LINE OF THE LANDS DESCRIBED IN A DEED TO ROBERT WATSON AND OTHERS, RECORDED FEBRUARY 2, 1937, IN BOOK 363 OF OFFICIAL RECORDS, PAGE 2, PLACER COUNTY RECORDS, AND THE WEST LINE OF THE LANDS DESCRIBED IN A DEED TO BASIL T. KEHOE AND OTHERS, RECORDED NOVEMBER 13, 1946, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 357, PLACER COUNTY RECORDS, 343.11 FEET TO AN ANGLE POINT IN THE BOUNDARY LINE OF SAID LANDS CONVEYED TO BASIL T. KEHOE AND OTHERS; THENCE SOUTH 43° 44'

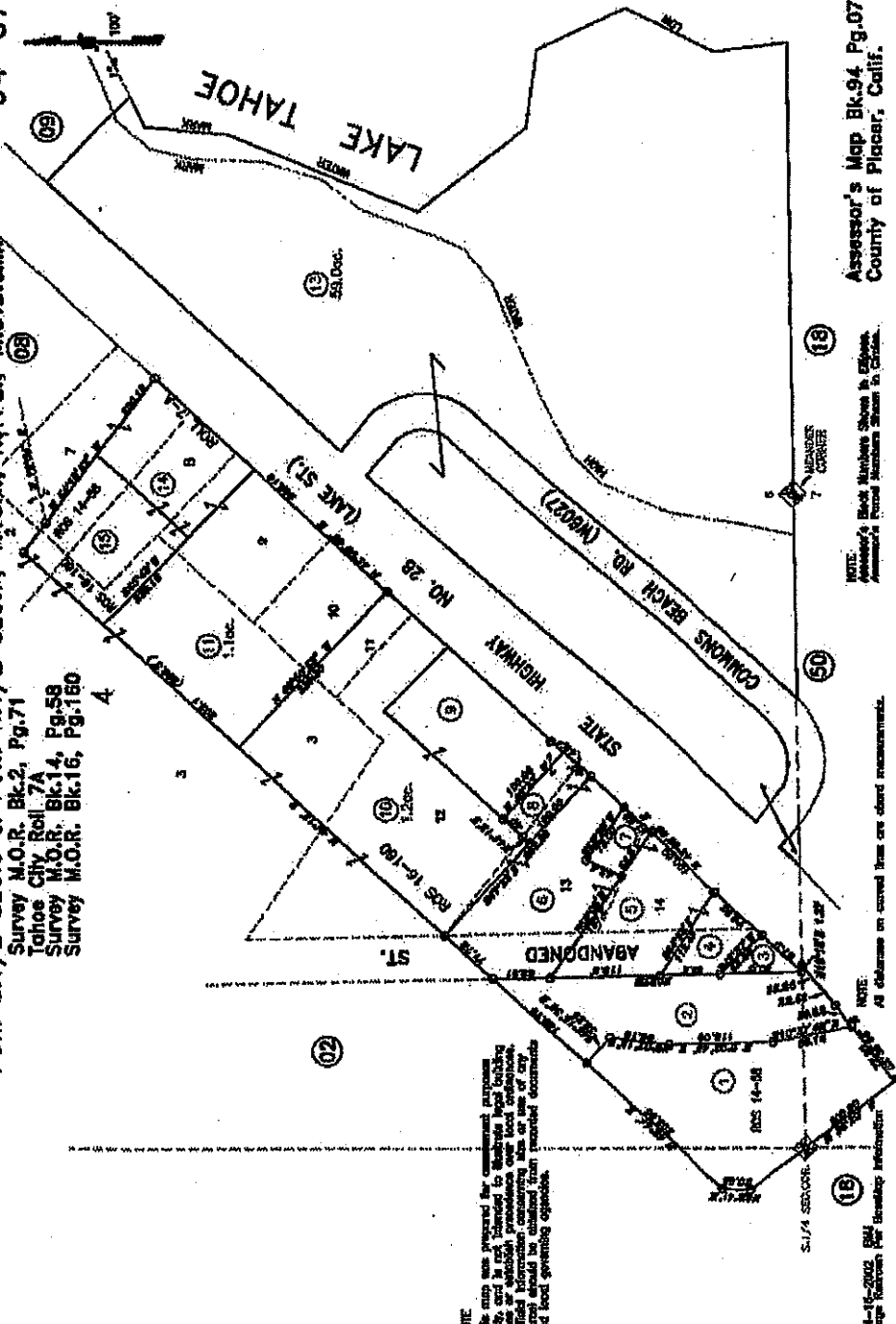
WEST, 139.70 FEET; THENCE SOUTH 46° 15' 38" EAST, 38.26 FEET; THENCE SOUTH 8° 07' 12" WEST, 66.13 FEET; THENCE SOUTH 0° 03' 48" EAST, 118.00 FEET; THENCE SOUTH 10° 37' 42" EAST, 88.16 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY NO. 39; THENCE NORTH 53° 40' EAST, ALONG SAID NORTHWESTERLY LINE OF THE HIGHWAY RIGHT OF WAY, 29.62 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF THE HIGHWAY RIGHT OF WAY, ON ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, THE ARC BEING REPRESENTED BY A CHORD BEARING NORTH 52' 02" EAST AND HAVING A LENGTH OF 22.59 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF THE HIGHWAY RIGHT OF WAY CONTINUING ON SAID CURVE TO THE LEFT HAVING A RADIUS OF 970 FEET, THE ARC OF THE CURVE BEING REPRESENTED BY A CHORD BEARING NORTH 51° 57' 20" EAST AND HAVING A LENGTH OF 35.30 FEET; THENCE NORTH 18° 38' EAST ALONG SAID NORTHWESTERLY LINE OF THE HIGHWAY RIGHT OF WAY, 1.27 FEET TO SAID SOUTH LINE OF SECTION 6; AND THENCE WEST ALONG SAID SOUTH LINE OF SECTION 6, 8.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THE NON-EXCLUSIVE RIGHT TO USE THAT CERTAIN NON-EXCLUSIVE APPURTENANT EASEMENT FOR RIGHT OF WAY, ROAD AND UTILITY PURPOSES CONTAINED IN DEED DATED JUNE 24, 1950, FROM GORDON R. HYDE AND BARBARA M. HYDE TO FREDERICK A. KILNER AND FLORENCE A. KILNER, HUSBAND AND WIFE, AND OF RECORD IN BOOK 571, PAGE 520 OF OFFICIAL RECORDS OF PLACER COUNTY.

94-07

POR. S.1/2 SEC.6 & POR. N.1/2 SEC.7, T.15N., R.17E., M.D.B.&M.
Survey M.O.R. Bk.2, Pg.71
Tahoe City, Cal. 74
Survey M.O.R. Bk.14, Pg.58
Survey M.O.R. Bk.16, Pg.180



NOTE
This map was prepared for computer purposes only and is not intended to establish legal boundaries or establish precedence over local authorities. Official information concerning this or any other parcel should be obtained from recorded documents and local governing agencies.

Assessor's Map Bk.94 Pg.07
County of Placer, Calif.

NOTE:
Block Numbers Shown in Circles
Assessor's Parcel Numbers Shown in Circles

NOTE:
All distances on curved lines are chord measurements.

14-15-2002 BHJ
Page Numbers for Boundary Information