



Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org

October 4, 2021

Exline & Company Inc.
P.O. Box 16789
South Lake Tahoe, NV 96515

BLACKSTONE NV LLC, NEW SINGLE FAMILY DWELLING PERMIT REISSUE, 449 LAKESHORE BLVD., INCLINE VILLAGE, NEVADA, ASSESSOR'S PARCEL NUMBERS (APN) 123-250-08, TRPA FILE NUMBER ERSP2017-0681

Dear Nick:

Enclosed please find the Tahoe Regional Planning Agency (TRPA) permit and attachments for the project referenced above. If you accept and agree to comply with the Permit conditions as stated, please sign the "Permittee's Acceptance" block on the first page of both copies of the Permit and return one (1) copy to TRPA within twenty-one (21) calendar days of issuance. Should the permittee fail to return the signed permit within twenty-one (21) calendar days of issuance, the permit shall be subject to nullification.

TRPA will acknowledge the original permit only after all standard and special conditions of approval have been satisfied. Failure to satisfy these conditions of approval will cause unnecessary time delays. TRPA acknowledgement is required prior to application to other reviewing agencies and commencement of construction.

Please schedule an appointment with me to finalize your project. Pursuant to Rule 11.2 of the TRPA Rules of Procedure, this permit may be appealed within twenty-one (21) days of the date of this correspondence.

Thank you very much for your patience in this matter. Please feel free to call me if you have any questions regarding this letter or your permit in general.

Sincerely,

A handwritten signature in black ink that reads "Paul Nielsen".

Paul Nielsen
Special Projects Manager



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PERMIT

PROJECT DESCRIPTION: New Single Family Dwelling APNs: 123-250-08

PERMITTEE: Blackstone LLC RESIDENTIAL ALLOCATION: WA-09-O-030 FILE No: ERSP2021-1123

COUNTY/LOCATION: Washoe / 449 Lakeshore Drive, Incline Village, Nevada

Having made the findings required by Agency ordinances and rules, TRPA approved the project on October 4, 2021, subject to the standard conditions of approval attached hereto (Attachment R), and the special conditions found in this permit.

This permit shall expire on October 4, 2024, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) THE PERMITTEE OBTAINS A COUNTY BUILDING PERMIT. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
- (4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

10.4.21

 TRPA Executive Director/Designee

 Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____

Jessie Manger

 PERMIT CONTINUED ON NEXT PAGE

Date 10-15-20

2. The Standard Conditions of Approval listed in Attachment R shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:
 - A. The project plans shall be revised to include:
 - (1) A note indicating that all utilities will be placed underground.
 - (2) A note indicating that filling or terracing to create level areas outside the footprint of the residence and driveway is prohibited.
 - (3) Deletion of Note 4 on Sheet C1.0 indicating that construction material will be delivered by barge. The note shall indicate that delivery of material and equipment by barge is prohibited.
 - (4) A note requiring a three-inch layer of gravel (1"-2" drainrock) beneath all raised decks, except for decks constructed over pavement.
 - (5) Revision to the note on Sheet C1.0 to specify that "All work in the NDOT right-of-way, including installation of utilities, shall be in accordance with NDOT standards..."
 - (6) A note indicating: "All areas disturbed by construction shall be revegetated in accordance with the TRPA Handbook of Best Management Practices and Living with Fire, Lake Tahoe Basin, Second Edition."
 - (7) A note indicating: "Dust control measures shall be in place during construction. Broadcast mulch shall not be permitted as a dust control measure within 35 feet of structures."
 - (8) A note indicating the construction of concrete washout facilities is prohibited unless approved in writing by the TRPA Environmental Compliance Inspector.
 - (9) The final building elevation drawings shall have notes indicating conformance to the proposed colors and building materials evaluated under the TRPA Visual Magnitude and Contrast Rating System analysis. Any changes to the TRPA approved colors and materials, including changes required by Washoe County, shall require re-rating to ensure compliance with the Visual Magnitude and Contrast Rating System. An updated colors and materials board, and a re-rating spreadsheet, shall be submitted to TRPA for review and approval if colors and materials change from those represented in the final project plans evaluated by TRPA for this approval.

- B. The permittee shall submit for TRPA review and approval a SCENIC QUALITY/LANDSCAPE MONITORING PLAN related to the area between the proposed building structures and the lake, including all exterior building material colors, textures, vegetative screening and glass reflectivity, to ensure that the project complies with the Shoreland Scenic analysis included on the Contrast Rating spreadsheets and drawings of the approved scenic analysis. The scenic monitoring plan shall include:
- (1) An initial 30-day post-construction photograph taken from the previously approved viewpoint.
 - (2) Annual post-construction photographs for a five-year period, taken on the anniversary of project completion, consistent with the same established viewpoint and time of year as the submitted photographs. Photos submitted must demonstrate that the proposed landscape screening is consistent with the TRPA-approved project scenic analysis. Additional landscaping may be required, in addition to what's set forth in this permit, to replace any landscape plants that fail to meet the vegetative screening required for this project.
- C. A BMP INSPECTION AND MAINTENANCE PLAN shall be submitted detailing necessary maintenance activity and schedules for all BMPs installed on the property. All BMPs shall be maintained subject to the INSPECTION AND MAINTENANCE PLAN approved as part of this permit. All maintenance activities shall be recorded in a corresponding maintenance log. This log shall be maintained for the life of the property and made available for inspection by TRPA staff. If this log is not complete, TRPA will assume that maintenance has not been performed and reserves the right to revoke the BMP Certificate of Completion.
- D. The permittee shall provide evidence that all basic service requirements for minimum fire flow will be met or exceeded in accordance with Section 32.4.A., Table 32.4.2-1 of the TRPA Code.
- E. The permittee shall submit a \$2,217.60 air quality mitigation fee. This fee is based on the addition of 40 vehicle miles travelled at \$55.440/mile.
- F. The permittee shall submit a \$53,520.00 offsite coverage mitigation fee. This fee is based on the creation of 2,676 square feet of proposed offsite coverage assessed at \$20.00 per square feet of land coverage (\$20.00 per square foot in Hydrologic Area 1, Incline).
- G. The permittee shall submit a \$21,972.18 water quality mitigation fee. This fee is based on the creation of 11,813 square feet of new land coverage assessed at \$1.86 per square foot of new land coverage.
- H. The security required under Standard Condition A.3 of Attachment R shall be determined upon the permittee's submittal of required Best Management Practices Plan(s) and related cost estimate(s). Please see Attachment J, Security Procedures, for appropriate methods of posting the security and for calculation of the required security administration fee. In no case shall this security be less than \$10,000.00.

- I. The permittee shall submit a \$2,500.00 scenic monitoring deposit to TRPA prior to acknowledgement of the permit. TRPA's field inspection and administrative costs related to monitoring will be charged against the deposit. Any deposit amount remaining at the conclusion of the monitoring period shall be refunded. Fees for monitoring are based on an hourly rate established by TRPA. The fee shall be \$100.00 per hour, with a two hour minimum annually for each of the next five years. Rates are subject to change.
 - J. The permittee shall submit a projected construction completion schedule and a construction methodology to TRPA prior to commencement of construction. The construction methodology shall include the sequence of construction, including staging of equipment, employee vehicles, building materials as well as temporary and permanent BMP installation for the entire project area, as outlined in Section 33.5 of the TRPA Code of Ordinances.
 - K. The final plans shall demonstrate how proposed lights conform to TRPA Code requirements. All exterior lighting shall be consistent with TRPA Code of Ordinances (Section 36.8), Exterior Lighting Standards. Exterior light fixtures shall be approved by TRPA prior to installation.
 - L. The permittee shall submit pre-construction photographs of the shorezone and backshore. No work or disturbance is authorized lakeward of the backshore boundary.
 - M. The permittee shall submit a copy of a valid NDOT encroachment permit.
 - N. The permittee shall submit three sets of final construction drawings and site plans to TRPA.
4. The installation of glass railings is prohibited.
 5. The permittee shall prepare and provide photographs to the TRPA Environmental Specialist that have been taken during construction that demonstrate subsurface BMPs or trenching and backfilling proposed on the project have been constructed correctly (depth, fill material, etc.).
 6. Temporary and permanent BMPs may be field-fit as appropriate by the TRPA inspector.
 7. Excavation equipment shall be limited to approved construction areas to minimize site disturbance. No grading, excavation, storage or other construction related activities shall occur outside the approved building envelopes except to achieve finished grades shown on site plan. Grading and the construction of terraces is prohibited.
 8. All surplus construction waste materials shall be removed from the project and deposited only at approved points of disposal.
 9. All excavated materials shall be hauled away from the site to a legally acceptable location.
 10. Temporary and permanent BMPs may be field-fit as appropriate by the TRPA inspector.

11. The construction of concrete washout facilities is prohibited unless approved in writing by the TRPA Environmental Specialist.
12. By acceptance of this permit, the permittee agrees that all scenic design and mitigation measures proposed in the scenic analysis are hereby included as conditions of project approval and will be implemented as such.
13. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.
14. Any normal construction activities creating noise in excess to the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.
15. The permittee is responsible for insuring that the project, as built, does not exceed the approved land coverage figures shown on the site plan. The approved land coverage figures shall supersede scaled drawings when discrepancies occur.
16. This site shall be winterized in accordance with the provisions of Attachment R by October 15th of each construction season.
17. All temporary soil stockpiles shall be covered with tarps that are anchored and contained by temporary erosion control fences and/or coir logs with gravel bags.
18. All existing trees and shrubs located between the lake and the residence that are not approved to be removed as a part of the project may not be removed or trimmed without prior TRPA approval. Any such removal or trimming shall constitute a violation of project approval.
19. Grading and excavation is prohibited at any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow or is saturated, muddy or unstable.
20. All Best Management Practices shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.
21. Excavation equipment is limited to approved construction areas to minimize site disturbance. No grading, excavation, storage or other construction related activities shall occur outside the area of disturbance.
22. Excavations are limited to 24 feet below ground surface pursuant to the TRPA Groundwater Investigation approval (see LCAP2008-0146).
23. Any change to the project requires approval (except for TRPA exempt activities) of a TRPA plan revision permit prior to the changes being made to any element of the project related

structures (i.e., coverage, landscaping, grading, BMPs, etc.). Failure to obtain prior approval for modifications may result in monetary penalties and removal of the unapproved elements.

24. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or the Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT