TAHOE REGIONAL PLANNING AGENCY

TRPA
PO Box 5310
128 Market Street
Stateline, NV 89449

SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between John A. Powers ("Powers") and the Tahoe Regional Planning Agency ("TRPA"). This Settlement Agreement represents the full and complete compromise and settlement of certain violations alleged by TRPA, as described below:

Powers is the owner of record of the property located at 1707 Lakeshore Blvd, Incline Village, Nevada, Assessor's Parcel Number (APN) 130-331-02 ("Powers Property").

In 2025, TRPA investigated a report of unauthorized construction at the Powers Property and discovered the following unauthorized activities:

- Unauthorized construction of a second-story unit constructed above a preexisting structure in the shorezone area of the property;
- Unauthorized construction of a storage shed in the shorezone area of the property;
- Unauthorized maintenance of a construction site in the shorezone area of the property, in which materials for construction of the second-story unit and the shed were stored;
- Unauthorized construction of a dormer roof on the east side of the residence, adjacent to State Route 28;
- Unauthorized construction of a driveway (specifically, installation of driveway pavers) adjacent to State Route 28 roughly between 2021 and 2023.

TRPA alleges that the unauthorized activities resulted in the following violations of the TRPA Code of Ordinances ("Code"):

1. TRPA Code of Ordinances §§ 2.3.1, 2.3.2, 2.3.6: Specifying activities that are exempt and qualified-exempt from TRPA review and approval. *Construction of the second-story unit, storage shed, dormer roof, and driveway pavers were neither exempt nor qualified-exempt activities and required TRPA review and approval; no TRPA review and approval was sought for any of these projects.*

2. TRPA Code of Ordinances § 5.3.1.A: For projects that require grading, TRPA shall conduct a pregrading inspection to determine if the permittee has satisfied pregrading conditions of approval, including installation of temporary erosion control and vegetation protection, and construction site boundary fencing. Other than actions to satisfy pregrading conditions of approval, no grading or construction shall be undertaken in the project area by the permittee until TRPA has notified the permittee that, based on the pregrading inspection, TRPA has verified that the pregrading conditions of approval have been satisfied. *Construction of the second-story unit and driveway required grading; no pregrade inspection was completed.*

3. TRPA Code of Ordinances § 33.3.1.D.1.a: Temporary erosion controls shall be installed for construction sites that will be active or inactive between October 15 and May 1. Cf. Code 33.3.1.D.2. *The shorezone construction site was active between October 15 and May 1; no erosion controls were installed.*

4. TRPA Code of Ordinances § 33.3.1.D.1.b: Temporary vegetation protection fencing shall be installed for construction sites that will be active or inactive between October 15 and May 1. Cf. Code 33.3.1.D.2. *The shorezone construction site was active between October 15 and May 1; no vegetation protection fencing was installed.*

5. TRPA Code of Ordinances § 33.6.1: Vegetation shall not be disturbed, injured, or removed except in accordance with the Code or conditions of project approval during construction. All trees, major roots, and other vegetation, not specifically designated and approved for removal in connection with a project shall be protected according to methods approved by TRPA. *Activity in the shorezone construction site occurred within the dripline of a 24" diameter-at-breast-height ("dbh") pine, resulting in disturbance to the tree; no plan for protecting the tree was submitted to TRPA.*

6. TRPA Code of Ordinances § 33.6.9.B: No material or equipment shall enter or be placed in the areas protected by fencing or outside the construction areas without prior approval from TRPA. *Materials in the shorezone construction site were placed outside of the immediate construction areas for the second-story unit and storage shed without prior approval by TRPA.*

7. TRPA Code of Ordinances § 33.6.10: Setting forth standards for protecting trees to be retained during construction. *Activities in the shorezone construction site did not adhere to standards for retained tree protection.*

8. TRPA Code of Ordinances § 36.5.1.A: Existing natural features outside of the building site shall be retained and incorporated into the site design to the greatest extent feasible. Projects shall be designed to avoid disturbance to rock outcrops and stream environment zones and to minimize vegetation removal and maintain the natural slope of the project site. *The second-story unit was constructed over natural features and rock outcrops and did not maintain the natural slope of the project site.*

9. TRPA Code of Ordinances § 36.12: To reduce soil disturbance and damage to vegetation, the area of disturbance during the construction of a structure shall be limited to the area between the footprint of the building and the public road. For the remainder of the site the disturbance area shall not exceed 12 feet from the footprint of the structure, parking area, or cut/fill slope. These limits shall be shown on the submitted plan. For structures not adjacent to a public road access, reasonable construction and staging area shall be identified. These limits shall be fenced according to Section 33.6. Exceptions require prior TRPA approval. *Areas were disturbed beyond allowed limits in the shorezone construction site.*

10. TRPA Code of Ordinances § 60.4.3.A: Temporary BMPs in accordance with the Handbook of Best Management Practices, and as required in Section 33.5, shall be implemented on construction sites and maintained throughout the construction period until winterization and permanent BMPs are in place. *No temporary BMPs were implemented for the shorezone construction site, dormer roof, and driveway.*

11. TRPA Code of Ordinances § 66.1.3: The project shall not cause a decrease in the numerical scenic ratings assigned to roadway or shoreline units, including the scenic quality rating of the individual resources within each unit. *Construction of the second-story unit, storage shed, and dormer roof likely caused a decrease in the roadway or shoreline unit scenic ratings.*

12. TRPA Code of Ordinances § 66.1.4: The project shall not cause a decrease in the 1982 roadway or shoreline travel route scenic ratings. *Construction of the second-story unit, storage shed, and dormer roof likely caused a decrease in the roadway or shoreline travel route scenic ratings.*

13. TRPA Code of Ordinances § 66.3.1: To make the scenic findings required by Code Section 66.1.4, all projects within the shoreland (see Code Section 90.2 for definition) of any Shoreline Threshold Travel Route shall be reviewed for compliance with the standards set forth in Code Section 66.3*. The second-story unit, storage shed, and dormer roof are within the shoreland of a Shoreline Threshold Travel Route; no application for review of these projects under Code Section 66.3 was submitted.*

14. TRPA Code of Ordinances § 80.3.1: No project or activity within the lakezone, shorezone, or lagoon of lakes in the Region, shall be approved unless TRPA makes all the applicable findings in Code Section 80.3. *The second-story unit and storage shed were constructed in shorezone without any application for TRPA review and approval.*

15. TRPA Code of Ordinances § 80.4.1: For projects in the shorezone, no naturally occurring vegetation shall be manipulated or disturbed except in accordance with Chapter 30. *A naturally occurring 24" diameter-at-breast-height (dbh) pine in the shorezone construction site was disturbed.*

16. TRPA Code of Ordinances § 80.4.3.A: No additional coverage or permanent land disturbance shall occur in the backshore unless it is for an authorized shorezone permissible use or accessory structure. *The second-story unit created additional coverage and permanent land disturbance in the backshore; the structure is not an authorized shorezone permissible use or accessory structure.*

17. TRPA Code of Ordinances § 81.4: Any use not listed as a permissible use in Code Section 81.4 is prohibited. *The storage shed is not a permissible use in the shorezone pursuant to Code Section 81.4.2.*

18. TRPA Code of Ordinances § 81.6.2.C: Uses identified as nonconforming shall not be expanded or intensified. A nonconforming use shall not be changed unless the new use

conforms to the use regulations set forth in the TRPA Code. Expansions of structures containing a nonconforming use shall not be permitted. Modifications may be permitted only when TRPA finds that the modifications do not increase the extent of the nonconformity. *The second-story unit project sought to expand, intensify, and/or modify a preexisting storage shed that was a nonconforming use.*

19. TRPA Code of Ordinances § 82.3.1: An activity in the lakezones, shorezones, and lagoons of lakes within the Region, which is not specifically exempt (pursuant to TRPA Code Section 82.4), qualified exempt (pursuant to TRPA Code Section 82.5), or a continuation of an existing use (pursuant to TRPA Code Section 81.6), is subject to TRPA review and approval. *The second-story unit project involved expansion of an existing structure in the shorezone; the structure is not specifically exempt, qualified exempt, or a continuation of an existing use; no application for TRPA review and approval was submitted.*

20. TRPA Code of Ordinances § 82.3.3: No project in the lakezones, shorezones, and lagoons of lakes within the Region shall be approved unless the applicable findings can be made in compliance with Chapters 80 and 84, and no project shall be built unless the applicant pays all applicable fees. *Construction of the second-story unit in the shorezone was initiated without payment of applicable fees and without the applicable findings.*

By entering into this Agreement, Powers does not admit to any of the allegations made against him.

This Settlement Agreement is conditioned upon approval by the TRPA Governing Board. Execution of the Agreement prior to Board action shall not be binding on either party in the event that the Board does not authorize settlement on the terms set forth below:

In order to fully resolve the matter, the parties hereby agree as follows:

1. Powers shall pay TRPA $150,000. Of this sum, Powers shall pay $75,000 within 30 days of Governing Board approval of this Settlement Agreement. Powers shall pay TRPA an additional $37,500 by September 30, 2027, and the final $37,500 by September 30, 2028. Interest shall not be charged.

    a. Powers' obligation to pay the full settlement amount is a personal obligation of Powers and shall not be extinguished by Powers' death or incapacity, or by any sale, transfer, conveyance, or distribution of the Powers Property. Any unpaid balance shall become due and payable to TRPA in full at or before the closing of any sale, transfer, conveyance, or distribution of the Powers Property. Powers shall provide TRPA with written notice of any anticipated sale, transfer, conveyance, or distribution of the Powers Property at least 30 days before closing or transfer, or as soon as practicable if less than 30 days' notice is available.

    b. If any payment is missed, TRPA shall provide Powers written notice of

default. If payment is not made within 10 business days after service of the notice, the entire unpaid balance shall become immediately due and payable. TRPA may then pursue any available remedy to collect the unpaid amount from Powers and enforce this Agreement, including, without limitation, the right to obtain a lien against the Powers Property and/or to pursue a judicial action pursuant to Paragraph 10. For purposes of any enforcement action based on a payment default under this Paragraph 1, the notice and opportunity to cure provided under this Paragraph 1(b) shall satisfy the notice-and-cure requirement in Paragraph 10, and no additional notice or cure period shall be required before TRPA may pursue any available remedy. Nothing in this Paragraph 1(b) limits TRPA's remedies for any default other than a payment default under this Paragraph 1.

2. Powers shall remove the following nonpermitted structures and materials from the shorezone area of the Powers Property: the second-story unit constructed above the preexisting structure, the storage shed, and the construction site materials. Additionally, Powers shall restore the area according to the standards set forth in the TRPA Code. Powers shall prepare a shorezone restoration plan encompassing all such removal and restoration activities in the shorezone area. Powers shall submit the shorezone restoration plan to TRPA for review and approval within the time period specified in Paragraph 7. The restoration plan shall include installation of BMPs in accordance with TRPA's Best Management Practices Handbook. All removal and restoration work under the restoration plan must be completed within 180 days of TRPA approval of the plan.

    a. The structures, improvements, and materials specifically identified in this Paragraph 2 are the items TRPA is requiring Powers to remove as part of the shorezone restoration required by this Settlement Agreement. Nothing in this Paragraph 2, and nothing in this Settlement Agreement, shall be construed as TRPA approval, authorization, verification, grandfathering, or recognition of any other structure, improvement, land coverage, material, use, or activity on the Powers Property. TRPA reserves all authority under the TRPA Code with respect to any other unpermitted or unauthorized structure, improvement, land coverage, material, use, or activity on the Powers Property that is not expressly resolved by this Settlement Agreement.

3. Powers shall remove or retroactively permit the dormer roof according to the provisions of the TRPA Code. Retroactive permitting is subject to TRPA review and approval and may require the alteration or removal of some or all of the dormer roof. If Powers does not submit an application for retroactive permitting of the dormer roof within the time period specified in Paragraph 7, Powers shall remove the dormer roof within 180 days of Governing Board approval of this Settlement Agreement. If TRPA denies the application or approves the application subject to conditions requiring alteration or removal of some or all of the dormer roof, Powers shall complete all required alteration or removal within

180 days of TRPA's final action on the application, unless TRPA specifies a longer compliance deadline.

4. Powers shall remove or retroactively permit the driveway and driveway pavers according to the provisions of the TRPA Code. Retroactive permitting is subject to TRPA review and approval and may require land coverage verification and reconciliation, use of verified available land coverage on the Powers Property, acquisition and transfer of land coverage to the Powers Property to the extent allowed under the TRPA Code, and/or alteration or removal of some or all of the driveway or driveway pavers. Consistent with the TRPA Code, TRPA acknowledges that up to 400 square feet of driveway coverage may be allowed in excess of the land coverage allowance otherwise applicable to the Powers Property, subject to TRPA review and approval and satisfaction of all applicable permit requirements, including but not limited to coverage transfer requirements. If Powers does not submit an application for retroactive permitting of the driveway and driveway pavers within the time period specified in Paragraph 7, Powers shall remove the driveway and driveway pavers within 180 days of Governing Board approval of this Settlement Agreement. If TRPA denies the application or approves the application subject to conditions requiring alteration or removal of some or all of the driveway or driveway pavers, Powers shall complete all required alteration or removal within 180 days of TRPA's final action on the application, unless TRPA specifies a longer compliance deadline.

5. Powers shall complete a land coverage verification and reconciliation process for the Powers Property subject to TRPA review and approval. Powers shall initiate this process by submitting an application for land coverage verification and reconciliation as set forth in Paragraph 7. Completion of land coverage verification and reconciliation may require alteration or removal of land coverage on the Powers Property and/or acquisition and transfer of land coverage to the Powers Property to the extent allowed under the TRPA Code.

6. Powers may include proposed tree trimming or tree removal in the shorezone restoration plan or other appropriate TRPA application, as applicable. Any such proposal shall be subject to TRPA review and approval under the TRPA Code and TRPA's normal procedures. Nothing in this Agreement requires TRPA to approve removal of the tree or limits TRPA's ability to require trimming, alternative treatment, mitigation, or denial of the proposed tree removal if required under the TRPA Code. If, however, the North Lake Tahoe Fire Protection District (NLTFPD) provides a written determination that removal of the tree is required as a fire-hazard matter under its Memorandum of Understanding with TRPA, TRPA will recognize and not object to the NLTFPD determination. Any such determination from NLTFPD shall be included in the shorezone restoration plan.

7. Powers shall submit the shorezone restoration plan, land coverage verification and reconciliation application, any retroactive permit application for the dormer roof, any retroactive permit application for the driveway and driveway pavers, and any proposed tree trimming or removal as a single project application to TRPA within 90 days of

Governing Board approval of this Settlement Agreement.

8. Powers shall pay double filing fees for any TRPA permits required to satisfy the terms of the Settlement Agreement. If Powers seeks expedited review of any approval, permit, or retroactive permit, he shall do so through the same process and on the same terms available to similarly situated applicants, and shall submit all required application materials and applicable fees, including double filing fees if applicable and any applicable non-doubled expedited review fee. TRPA will act in good faith to expedite the permitting or approval process upon such request; however, nothing in this Agreement requires TRPA to provide expedited review beyond what is otherwise available under TRPA procedures. If any approval is required by the Governing Board or a hearing officer, TRPA will act in good faith to schedule the matter for hearing as soon as reasonably possible and without undue delay.

9. TRPA may, in its sole discretion and upon written request by Powers, extend any compliance deadline, other than payment-related deadlines, established by this Settlement Agreement for good cause, which may include, without limitation, severe weather conditions or other circumstances outside Powers' reasonable control that make strict compliance with a deadline impossible or materially impracticable. Any request for an extension must be submitted as far in advance of the applicable deadline as reasonably practicable and must be approved in writing by TRPA. No extension shall be effective unless approved in writing, and any extension granted by TRPA shall not constitute a waiver of any other deadline, requirement, default, or remedy under this Settlement Agreement.

10. If Powers fails to comply with any of the actions required by this Settlement Agreement, TRPA reserves the right to file a judicial action to seek enforcement of this Settlement Agreement and/or seek penalties under Article VI(l) of the Tahoe Regional Planning Compact ("Compact") for the violations of TRPA Code described in this Agreement. Powers also agrees to pay all reasonable attorney fees and costs incurred by TRPA in pursuing such a judicial action. Notwithstanding the foregoing, TRPA shall not initiate a judicial action unless TRPA has provided Powers with written notice of default and notice to cure such default within ten business days after service of the written notice. If the default has not been cured by that time, TRPA may pursue a judicial action as described in this paragraph. Nothing herein precludes TRPA from allowing a cure period longer than ten days.

11. Once Powers has fully complied with all of the terms herein, TRPA shall release Powers from all claims arising out of the alleged violations of TRPA Code and procedures during the activities described in this Settlement Agreement. Powers agrees that the statute of limitations applicable to the alleged violations of TRPA Code set forth in Article VI(j)(4) of the Compact is and shall remain tolled until Powers has complied with all terms of this Agreement, and Powers waives any statute of limitations defense to those alleged violations until the Agreement is fully satisfied.

12. Powers has read this Settlement Agreement and understands all of its terms. Powers has executed this Settlement Agreement after opportunity to review the terms with an attorney and acknowledges that the above-described activities constitute a violation of TRPA regulations. Powers agrees to comply with all applicable TRPA requirements in the future.

Signed:

John A. Powers

9/15/26
Date

Julie W. Regan, Executive Director
Tahoe Regional Planning Agency

Date