



**APN: 097-050-073
FILE NO. TREE2023-1582**

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date and is eligible for a county building permit:

TRPA Executive Director/Designee

Date

SPECIAL CONDITIONS

1. This permit authorizes substantial tree removal to implement the Homewood Mountain Resort Timber Harvest Plan for fuels reduction, wildfire risk mitigation, and forest health. The Timber Harvest Plan was approved by the California Department of Forestry and Fire Protection and authorizes 346 acres including 252 acres of selected group timber harvest to improve forest conditions and an additional 94 acres for hazard tree removal around current ski runs. Timber harvesting is planned to begin in 2024.
2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
3. Prior to permit acknowledgement the permittee shall submit a spill prevention and control plan for TRPA review and approval.
4. An on-site inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the on-site improvements required by Attachment Q (Standard Conditions of Approval) have been properly installed. No grading or construction shall commence until TRPA pre-grade conditions of approval are met.
5. Prior to the first-pre-grade inspection submit a construction schedule.
6. Operating on steep slopes (30% - 50%) shall comply with the TRPA Code of Ordinance section 61.1.6 and the Timber Harvest Plan.
7. The project shall implement and comply with the Timber Harvest Plan.
8. If timber harvesting occurs outside of the grading season (October 15 – May 1) the applicant shall submit a winter operating plan to TRPA for review and approval.
9. This permit does not authorize any new roads. Any existing logging roads and landings utilized will be upgraded to meet water quality standards including being hydrologically disconnected from watercourse and lakes to the extent feasible.



Mail

Location

Contact



10. All mitigation identified in the Timber Harvest Plan shall be implemented prior to the close out of the permit.
11. If any potential cultural or historical artifacts are found in addition to those in the Timber Harvest Plan, work shall stop and the State Historic Preservation Office contacted.
12. No trees larger than 30" dbh shall be removed unless authorized in the Timber Harvest Plan and approved by TRPA.
13. No trees are permitted for removal in relation to future Homewood Mountain Resort expansion and upgrades including but not limited to the gondola, lodges, and resort infrastructure.
14. The project is exempt from the TRPA noise standards between the hours of 8:00 am – 6:30 pm.
15. 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.
16. 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 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. The 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