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FINAL PERMIT

PROJECT DESCRIPTION: Round Hill Pines Resort Intersection Improvement Project

EIP NUMBER: 03.01.02.0070

PERMITTEE(S): Federal Highway Administration, Central Federal Lands Highway Division

FILE #: EIPC2021- 0012

COUNTY/LOCATION: Douglas County/Round Hill Pines

Having made the findings required by Agency ordinances and rules, the TRPA approved the project on October 27, 2021, subject to the Standard Conditions of Approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on October 27, 2024, unless project is diligently pursued every year. Diligent pursuit shall be defined by the condition of approval relating to completion of the project. 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) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

Sharon Friedman

10/27/2021

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) _____ Date 02/07/2022

EIP NUMBER: 03.01.02.0070
TRPA FILE NO. EIPC2021-0012

Water Quality Mitigation Fee (1) Amount \$ _____ Paid _____ Receipt No. _____

Notes: (1) See Special Condition 3.C, below

Required plans determined to be in conformance with approval: Date: 2/11/22

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date:

TRPA Executive Director/Designee Date

SPECIAL CONDITIONS

1. This permit specifically authorizes the construction of the Round Hill Pines Resort Intersection Improvement Project. The Project will relocate the existing entrance 0.2 miles north of the existing entrance and will include a left turn lane into the resort and a northbound acceleration lane along US 50. The relocated intersection will tie into a new entrance road and parking lots being constructed by the USDA Forest Service Lake Tahoe Basin Management Unit (LTBMU) in 2021. The project is within the Nevada Department of Transportation right of way and LTBMU property. It is planned for construction in 2022.
2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:
 - A. Submit one set of final construction plans electronically with the following changes:
 - I. Remove the roadway obliteration reference on sheet C01.
 - II. Include the new sign for the Round Hill Pines Resort Entrance.
 - III. Revise sheet C01 to show restoration/minimization of the existing entrance.
 - IV. Include the trees that will be removed on the plan sheets
 - V. Include revegetation on the plan sheets.
 - VI. Show restoration of section of shared use trail that is proposed to be removed. It should be restored so that it is de-compacted and allows water to naturally infiltrate and supports native vegetation.
 - B. The applicant shall mitigate the 5,314 square feet of coverage in Land Capability District 2 by proposing and implementing a restoration project(s) onsite or offsite. The restoration project shall restore land in Land Capability Districts, 1a, 1b, 1c, or 2 at 1.5 times the area of land covered for the project beyond that permitted by the coefficients in Table 30.4.1.1. The project shall be identified prior to acknowledgement of this permit.

- C. The required water quality offset for the 13,547 square feet of coverage in Land Capability Districts 4 may be mitigated one of two ways, or a combination of both per TRPA Code of Ordinances, Section 60.2.3 (Required offsets). The application may propose a water quality mitigation project or pay a water quality mitigation fee at a rate of \$1.86/sq. ft. of coverage, or a combination of the two. The mitigation plan or water quality fees shall be submitted prior to acknowledgement of this permit.
4. Prior to the pre-grade inspection, the following conditions of approval shall be satisfied:
 - A. The permittee shall submit an updated construction schedule to TRPA prior to commencement of construction. This schedule shall identify dates for the following:
 - When installation of temporary erosion control structures will occur;
 - When each stage of construction will start;
 - When construction spoils and debris will be removed;
 - When installation of all permanent erosion control structures will occur;
 - When construction will be completed;
 - The estimated date for when the final inspection by TRPA Environmental Compliance staff will take place to ensure that all conditions of project approval have been satisfied.
 - B. An EIP project sign shall be approved, fabricated and installed at approved location(s) within the project area. Applicant shall work with the TRPA graphic designer on the design and layout of the sign.
 - C. NDOT, TRPA, Forest Service Lake Tahoe Basin Management Unit, and Central Federal Lands Highway Division shall meet with Sierra Sunset Lane representatives to discuss their public safety concerns as part of the US 50 Corridor planning study.
5. Complete traffic and safety monitoring to identify any adverse impacts to Sierra Sunset Lane. One-year post project report the findings of the traffic and safety monitoring to the TRPA board.
6. An onsite inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the onsite 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.
7. All new galvanized or reflective metal surfaces including but not limited to guardrails, traffic signal posts, light posts, utility boxes, backs of signs, and exposed culverts shall be treated so they are not shiny or be non-galvanized.
8. 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. Regular construction work outside of these hours may require noise monitoring to ensure the project will not be in violation of TRPA noise standards.
9. The color of rock, articulated block or concrete shall blend in with the native environment and be approved by TRPA prior to placement.

10. All above ground facilities, new or currently existing, such as sign posts, the back of signs, electrical boxes, etc. shall be colored the approved TRPA color, Brown Fed. Standard 595 FS 30059 or another approved color by TRPA.
11. Grading is prohibited any time of the year during periods of precipitation and for the resulting period when the site is covered with snow, or is in a saturated, muddy, or instable conditions (pursuant to Subsection 64.2.C of the TRPA Code of Ordinances).
12. The adequacy of all required temporary BMPs, as shown on the final construction plans, shall be confirmed at the time of the TRPA pre-grading or pre-construction inspection. Any required modifications, as determined by TRPA, shall be incorporated into the project permit at that time. Adequate BMPs must be installed prior to construction, regardless of the amount or type of BMPs shown on final construction plans.
13. All material obtained from any excavation work that is not contained within foundations, retaining walls, or by other methods approved by TRPA shall be removed from the subject parcel and disposed of at a site approved by TRPA.
14. If artifacts, archaeological soils, or unusual amounts of bone or shell are uncovered during the construction activities, all work in the area will be stopped and a qualified archeologist will be immediately contacted for on-site consultation.
15. The roots of trees (adjacent to the pathway) over four inches in diameter shall not be severed, if avoidable, pursuant to Subsection 65.2F of the TRPA Code of Ordinances.
16. No trees shall be removed (other than those shown on the approved site plan) without prior TRPA written approval as per the Landscape and Revegetation Plan. During the project design refinement all opportunities shall be explored to reduce the number of trees to be cut that are greater than 14 inches diameter at breast height (dbh), especially those greater than 24" dbh in east side forest types and 30" dbh in west side forest types.
17. 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.
18. Any modifications to the TRPA approved plans shall be submitted to TRPA for review and approval.
19. The permittee is responsible for ensuring 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.
20. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season. All disturbed areas shall be stabilized with a 3-inch layer of mulch or covered with an erosion control blanket.

21. All permanent BMPs shall be maintained per an approved BMP inspection and maintenance plan.
22. Permittee shall contact TRPA for a final inspection at the conclusion of the project to verify that all conditions of the permit have been met and the project was implemented per the TRPA approved Plans.
23. All rock material (gravel, cobble, and boulders) shall be clean and thoroughly washed prior to arrival at the site to ensure that the rock is free of any silt or clay particles.
24. The discharge of petroleum products, construction waste and litter (including sawdust), or earthen materials to the surface waters of the Lake Tahoe Region is prohibited. All surplus construction waste materials shall be removed from the project site and disposed of at approved points of disposal.
25. All waste resulting from the saw-cutting of pavement shall be removed using a vacuum (or other TRPA approved method) during the cutting process or immediately thereafter. Discharge of waste material to surface drainage features is prohibited and constitutes a violation of this permit.
26. 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. 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

