TAHOE REGIONAL PLANNING AGENCY

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

PERMIT

PROJECT DESCRIPTION: Banking of an Existing Boat Ramp APN 1418-34-310-013

PERMITTEE(S): Lakeside Cove HOA File # ERSP2020-1413
Frederick J. Weiner, President

COUNTY/LOCATION: Douglas County / 1150 U.S. Highway 50

Having made the findings required by Agency ordinances and rules, TRPA approved the banking project on December 17th, 2020, subject to the special conditions found in this permit.

This banking permit shall expire on December 17th, 2023, without further notice. 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.

TRPA Executive Director/Designee — Date: 12/17/2020

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)~~ AGENT Date 12/24/20

PERMIT CONTINUED ON NEXT PAGE

APN 1418-34-310-013
FILE NO. ERSP2020-1413

Security Posted: N/A

TRPA ACKNOWLEDGEMENT: The permittee has complied with all conditions of approval as of this date.

Tiffany Good Digitally signed by Tiffany Good DN: cn=Tiffany Good, o=TRPA, ou, email=tgood@trpa.org, c=US Date: 2021.06.18 12:08:24 -07'00'

TRPA Executive Director/Designee

6/18/2021
Date

SPECIAL CONDITIONS

1. The applicant proposes to bank the boat ramp associated with Lakeside Cove Resort, 1150 U.S. Highway 50, Douglas County APN 1418-34-301-013.

2. The project includes removing the concrete associated with the boat ramp lakeward of the High Water Line of Lake Tahoe, 6,229.1, and restoring the area to natural conditions as applicable. Temporary Best Management Practices (BMPs) will be installed as applicable for concrete removal. No land coverage will be created or relocated as part of this project. Completion of this project will not result in a BMP Certificate.

3. Prior to banking, the following conditions of approval must be satisfied:

   A. The concrete boat ramp must be removed, and any areas landward of the High Water Line of Lake Tahoe (HWL), 6,229.1, shall be fully restored in accordance with the revegetation standards in Sections 36.7 and 60.1.8 of the TRPA Code of ordinances. The boat ramp will not be considered banked until areas landward of the HWL is restored.

   B. Determination of successful restoration will be made by TRPA staff pursuant to a site visit or review of photos submitted by the applicant.

   C. The permittee shall acknowledge this permit.

4. The permittee understands that this permit is not a conceptual approval of any future projects.

5. 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. 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 this 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