

February 7, 2023

JMA Ventures, LLC c/o Jacqui Braver P.O. Box 3938 Truckee, CA 96161

SUBJECT: Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan Project (PGPA 20110329) | Phase 1B –Residential Project (PLN20-00164)

Dear Ms. Braver:

The County is in receipt of your revised letter dated March 4, 2022 and supplemental information you provided on July 21, 2022 and November 18, 2022 regarding your request for a finding of substantial conformance with the approved Vesting Tentative Subdivision Map and Conditional Use Permit for the Homewood Mountain Resort Ski Area Master Plan (PGPA 20110329). As I understand it, this request is focused on the Phase 1B (Lot 5) project as described below:

- <u>Project Site</u>: The Phase 1B project is located in the North Base area and would occur within Lot 5 and includes offsite improvements within the adjacent public rights-of-way as depicted in Attachment G (attached).
- Residential Units: A total of thirty-two (32) residential condominium units situated in a base mountain lodge complex that has four distinct residential pods that are paired between upper slope and lower slope with each pairing interconnected by a below-grade parking structure. The Homewood Mountain Resort Master Plan, Conditional Use Permit, and Vesting Tentative Map approved forty-five (45) residential condominium units (approximately 79,200 square feet), 30,280 square feet for skier services including mechanical and circulation areas, North Base Mountain Services back of house and a childcare center within one building totaling (approximately 141,035 square feet) on Lot 5.
- Parking Structure: The parking structure for the current Lot 5 development is proposed to be located directly below the four distinct residential pods and will serve the thirty-two (32) residential condominium units on Lot 5. However, the parking structure described in Condition Number 2 of the approved Master Plan was intended to address the parking needs generated from the development of Phase 1a, which included a variety of uses open to the public including the Mid Mountain Lodge, Amphitheatre, Ice Skating Rink, etc.

The parking needs of the current project proposal, which is limited to 32 residential units contained in Phase 1B, can be fully accommodated with parking that is included in the applicant's proposal. Each of the four distinct residential pods are paired with another residential pod and are connected by underground parking below the units. The combined total for parking for the two underground parking areas is 64 parking spaces.



Proposed Architecture: The proposed architectural design for the residences seeks to shift from one larger singular building to allow for four "building pods" with an underground parking structure connection, providing 64 parking spaces. Additionally, similar to the recently approved project for Lot 3, the architectural style has shifted from the traditional old Tahoe designs that were popular in 2011 when the Master Plan was approved to the architectural styles of today, which are a mountain modern design. It is important to note that this proposed design incorporates natural colors and materials such that it conforms to the requirements of the Tahoe Basin Area Plan.

Background

On December 6, 2011, the Board of Supervisors (Board) approved the Homewood Mountain Resort Ski Area Master Plan project, which included a Vesting Tentative Subdivision Map (VTM) and a Conditional Use Permit. As a result of a settlement agreement between Homewood Village Resorts, LLC (HVR), the Friends of the West Shore, and the Tahoe Area Sierra Club executed on January 27, 2014, HVR agreed to reduce the number of residential units for the project by thirteen (13) units. Seven (7) residential condo units were eliminated from the North Base area and six (6) residential condo units were eliminated from the South Base area. The unit count reduction did not impact the VTM parcel boundaries; however, it did result in minor adjustments to the unit density per lot. The settlement agreement did not require a reduction in saleable residential area, but rather in unit count only.

August 18, 2014 Substantial Conformance Finding

On August 18, 2014, the County issued a Determination of Substantial Conformance (Attachment F) for modifications, also referred to as the Settlement Agreement revisions, that included a reduction in residential unit count at both North Base and South Base, as well as a reduction in facility floor area at mid-mountain. For Lot 3, the 15 units allowed by the original entitlement was reduced by seven (7) units, resulting in the allowance for eight (8) residential condo units. In addition, the Stream Environment Zone (SEZ) on Lot 3 was proposed to be completely restored to an effectively functioning SEZ that is designed to slow, spread and treat the runoff from both storm water and snowmelt. The Planning Director determined that the modifications proposed at that time for Lot 3 were environmentally superior and would not result in any change to the Vesting Tentative Subdivision Map, and substantially conformed to the Conditional Use Permit for the original project.

March 8, 2021 Substantial Conformance Finding

On December 22, 2020, the applicant requested a substantial conformance finding for the Phase 1C (Lot 3) project. Development of Phase 1C (Lot 3) was to be the initial phase of construction. The Planning Director determined that the modifications proposed for Lot 3 were environmentally superior and would not result in any change to the VTM, and substantially conformed to the Conditional Use Permit for the original project (Attachment E).

ANALYSIS

County staff has reviewed the March 4, 2022 letter requesting a substantial conformance finding and all the supplemental information including the letters dated July 21, 2022 and November 18, 2022 for the Phase 1B (Lot 5) project, including exhibits. Project components are discussed below.

Vesting Tentative Subdivision Map

The VTM for the approved project identified Lot 5 as part of Phase 1B of the phasing plan for implementing this entitlement at a project level review. The parcel size, shape, and configuration match the VTM precisely. The change that is proposed is a shift from one large structure into four separate building pods that are connected below grade by two underground garages. Each garage area connects to two above grade residential building pods. The applicant has explained

that the reduction in units from 45 to 32 units allowed the above ground portion of the structure to be broken into the four buildings, thereby allowing the opening of both mountain and lake views as well as a reduction to the coverage. Although this is a deviation to the original approval, it appears this change is an overall benefit.

Minor Boundary Line Adjustment

In October 2022, the applicant received approval of a Minor Boundary Line Adjustment between Resultant Parcels 1 (APNs 097-060-038 & 097-140-003) and 2 (APN 097-060-037 & 097-130-044) as described in Document No. 2016-057844. Resultant Parcel 2, which comprised 8.26 acres, adjusted a .06-acre portion of land to Resultant Parcel 1, which previously was comprised of 22.92 acres. Resultant parcel sizes are 23.0 acres (Resultant Parcel 1) and 8.2 acres (Resultant Parcel 2). The adjustment was necessary to provide adequate room for improvements currently in design on a portion of Resultant Parcel 1 for future Lot 5 development.

The adjusted boundary reflects the vesting tentative subdivision map approved for the project. Slight parcel line adjustments were anticipated to accommodate build out of the project. All minor boundary line adjustments are reviewed by the Parcel Review Committee.

Project Phasing

As described in the Homewood Mountain Resort Master Plan EIR/EIS (section 3.5.26 Master Plan Phasing of the DEIR), it was anticipated that the project would be constructed in phases as opposed to all improvements being constructed simultaneously. The mitigation measures as well as the conditions of approval recognized this approach and paid particular attention to the timing at which impacts would be created that either mitigation measures or conditions should be imposed to address impacts. Condition 2 of the approval outlined the phasing that was anticipated at the time of approval in 2011. Understanding that projects may make changes to their intended phasing over the course of implementation, language was added to Condition 2 that read, "Minor amendments to project phasing may be approved subject to review and approval of the Development Review Committee."

The first portion, Phase 1C (the seven units proposed at Lot 3) of the North Base Area was determined to be consistent with the project level analysis that was performed as part of the FEIR/DEIR per the Substantial Conformance determination that was made on March 8, 2021 (Attachment E). In order to make that finding, the County reviewed the Conditions of Approval as well as the Mitigation Measures and determined that no changes to either were required to allow the development of seven residential units on Lot 3.

The portion of the project that is the subject of this request is Phase 1B (Lot 5), which will be the second phase of development for the Homewood Mountain Resort Ski Area Master Plan project. Phase 1B was always part of Phase 1 as described in Condition of Approval Number 2. The applicant is currently finalizing the permitting for the Lot 3 portion (referred to as Phase 1C in the conditions) for the seven residential units. The initial Phase 1 described in Condition 2 of the Conditions of Approval had included other components listed below in Phases 1a and some portions of Phase 1b that are not part of this proposal but would come in at a later date. Specific to that change and relative to Phase 1B (Lots 5), the Conditions of Approval allowed for skier services, back of house uses/spaces, and a childcare to be included within the single structure that was to be constructed on Lot 5. Based on the elimination of the support services for the Lot 5 development, staff requested the applicant provide additional details as to their intent to include the uses that were eliminated from Lot 5 and excluded from this proposal.

On July 21, 2022, further details were provided that identified the applicant's intent to incorporate the additional skier services, back of house uses/spaces, and a childcare for the future

development of Lot 6 that is currently anticipated to occur in 2024. Below is a summary of the development for Phase 1 that was anticipated in the original project approval:

- 1a Mid Mountain Day Lodge and accessory structures (two 250,000-gallon water tanks and Gondola terminal), Mid Mountain Learn to Ski Lift, Mid Mountain Maintenance Facility, Gondola, North Base Amphitheater, North Base Hotel/Lodge (Building B), North Base Day Skier Services Building and Residential Units (Building A), North Base Commercial and Residential Units (Building C) and Landscape/Ice Pond Area, North Base Employee/Workforce Housing and Day Skier Parking Structure (Building P), TCPUD bike trail extension, and LEED Commissioning,
- 1b North Base Residential Building Adjacent to Highway 89 (Building D), and
- 1c (the subject of this conformity review) North Base Residential Building Adjacent to Highway 89 (Building E).

Residential Buildings

The original approval contemplated one building on Lot 5 that would contain 45 multi-family residential units, skier services, back of house uses/spaces, and a childcare. The current development plans for Lot 5 result in a shift from one building that accommodated the approved 45 residential units, to a reduction in the residential unit count to 32 residential units. The design proposal also shifted the design to include four separate detached buildings, with the pairing of these units that includes two underground garage connections.

Design

The shift in design direction is an evolution from the more traditional building forms that inspired the previous concept from over a decade ago. The revised design is consistent with the scenic analysis of the EIR-EIS in terms of mass, scale, height, building materials, site placement, and coloring. Most importantly, this architectural style is more sustainable with emphasis on a higher degree of energy efficiency, a lighter footprint on the landscape, less site excavation and grading, and building materials that are specified for longevity and to compliment the natural environment. The project will be required to complete a Design /Site Review application and Agreement for the consideration of the modified design proposed and provide evidence of approval from the Tahoe Regional Planning Agency with regards to the modified design.

Gradina/Soil Disturbance

The original project analysis for the Homewood Ski Area Master Plan EIR/EIS in 2011 included total volume of cut and fill quantities for the whole of the North Base area and the whole of the South Base area but did not include individual calculations by tentative map lot or by building project or phase. In order to determine the current revisions to the Lot 5 development would be consistent with the project approval, the applicant's civil engineering team revisited the original project proposal for Lot 5 to determine the cut and fill quantities specific to Lot 5 so that a comparison could be made to the current project proposal. Those amounts are detailed below:

- 2011 Schematic Civil Design-Lot 5
 - o Cut: 45,000 Cubic Yards
 - o Fill: 2,000 Cubic Yards
 - o Max Cut: 34 Feet
 - o Max Fill: 16 Feet
- 2022 Schematic Civil Design-Lot 5
 - o Cut: 47,000 Cubic Yards
 - o Fill: 1,500 Cubic Yards
 - o Max Cut: 36.5 Feet
 - o Max Fill: -16 Feet

Parking

Resultant parking demands for Lot 5 do not require any change in parking to the larger master plan developments. Within the master plan approval parking study, the recommended parking rate for the project was 1.00 space per residential unit plus 0.25 space per bedroom over one bedroom, for a total of 1.25 spaces per two-bedroom unit, 1.50 per three-bedroom unit, and 1.75 per four-bedroom unit.

The approved uses for Phase IB anticipated 45 residential units, skier services and a child center. The currently planned uses consist of 32 residential units and skier facilities. Parking is designed for a total of 70 stalls which equates to two parking spaces per unit (including accessible stalls). Additional parking is not required for the proposed skier facilities or the back of house mechanical, electrical and plumbing areas. The proposed skier facilities include locker facilities and changing areas that are fully dedicated to the residents living in the Phase IB buildings. Therefore, the parking spaces provided accommodate parking demand consistent with master plan approvals and do not require any additional parking.

Coverage

Coverage is consistent with the approved Homewood Ski Area Master Plan and the TRPA COO. Proposed site coverage is approximately 25 percent less than what was originally planned on Lot 5 at the time of master plan approval due primarily to a reduction in building footprint at grade level and the reduction in overall residential unit count. The project plans to implement low impact development (LID) strategies to help protect water quality and optimally manage storm water drainage. Best Management Practices will be required as part of project approvals.

Groundwater Impacts

Groundwater at the site will perch on volcanic bedrock, which has been encountered in the vicinity of the proposed buildings at depths ranging from approximately 8 to 20 feet below ground surface. The proposed cuts for the parking garages will extend below these depths in some areas, therefore, groundwater is expected to be intercepted. Cuts for the approved project also extended below this depth and were anticipated to intercept groundwater.

A subsurface (groundwater) drain system is proposed along the foundation of both parking garages, which will convey groundwater to infiltration basins located on site. All groundwater intercepted will be infiltrated on site, as specified in TRPA's soil hydrologic approval letter dated January 5, 2011. The length of cut for the approved project was approximately 880 feet. The combined length of cuts for the proposed project (both garages) is less at approximately 815 feet. Therefore, the area of groundwater interception for the proposed project is less than that of the approved project. As discussed in the Soil Hydrologic report for the approved project, the groundwater level will likely rise a few inches in the vicinity of the infiltration galleries (0.7 to 0.8 feet) with a radius of influence up to about 45 feet. The applicant team anticipates similar results for the proposed project if not slightly less.

Five-Foot Depth Limits

Cuts for the proposed project will extend greater than 5 feet below ground surface, as did cuts for the original approved project. TRPA requires a soil hydrologic report be prepared for projects for which cuts will extend greater than 5 feet below ground surface. A soil hydrologic report was submitted to TRPA in 2010 for the approved project, and TRPA provided approval of the report on January 5, 2011. The applicant team anticipates TRPA's approval of cuts greater than 5 feet for the original project remains valid for the proposed improvements.

Impacts to Sensitive Areas

Under the project approvals and Final Environmental Impact Analysis, no sensitive areas were identified within the Lot 5 project area. The applicant confirms the project parcel currently functions as a parking lot and ski slope and does not contain sensitive areas.

Ski Service Changes

Under the project approvals, skier support areas were identified and remain today to be day skier locker and changing areas, rentals, and storage of outdoor winter activity clothing and ski/snowboard equipment. The current plan for the Lot 5 buildings includes approximately 2,208 square feet of skier service areas, including locker facilities and changing areas. The master plan also contemplated skier services for the Lot 6 development immediately to the north of Lot 5.

DETERMINATION

The Homewood Mountain Resort Master Plan project has been through an exhaustive review process with significant public participation leading to entitlement approvals. Public participation was included for the entirety of the entitlement process in addition to its individual parts. The master plan anticipated buildout over 10 years. In this case, the buildout has exceeded that timeline. It is reasonable that projects will be modified throughout the course of the timeline of their buildout and still be contained within the overall permitted uses, intensities and densities.

Placer County Code Section 17.58.180 provides allowances for minor changes to an approved project provided certain findings can be made. An applicant must request any desired changes in writing and must also furnish appropriate supporting materials and an explanation of the reasons for the request. In addition, changes may be requested either before or after construction or establishment and operation of the approved use. The required findings are included below:

- 1. Are consistent with all applicable provisions of this chapter; and
- 2. Do not involve a feature of the project that was specifically addressed or was a basis for findings in a negative declaration or environmental impact report for the project; and
- 3. Do not involve a feature of the project that was specifically addressed or was a basis for conditions of approval for the project or that was a specific consideration by the granting authority in the approval of the permit; and
- 4. Do not result in a significant expansion of the use; and
- 5. Do not substantially alter the original approval action; and
- 6. Do not result in any new direct or indirect effect on an aquatic resource or habitat for species covered by the habitat conservation plan/natural community conservation plan (HCP/NCCP); and
- 7. If Chapter 19, Article 19.10 applies to the approved project, the change cannot increase the amount of land cover impacted by the project.

In the case of this proposal, the Planning Director can find that the revised project continues to be consistent with the applicable provisions of Chapter 17, that a residential structure was considered and approved for Lot 5 and that the transfer of the support services previously anticipated for Lot 5 to future development of Lot 6 does not significantly alter the original approval of this project. Further, the current project does not propose an expansion of the use (in fact this is a reduction of thirteen units that were originally approved), and there will be no direct or indirect effect on an aquatic resource or habitat. After reviewing this current proposal, it can be determined that this project revision meets all the criteria to apply this provision and none of the items to prohibit the use of this section are present.

Phase 1B Project Review

This phase, Phase 1B development project is part of the North Base Phase 1 area and is consistent with the environmental analysis and mitigation measures as described in the FEIR/DEIR. The overall North Base Phase 1 area of the Homewood Master Plan is planned to be developed over the course of an estimated 5-to-7-year period and will include several sub-phases. The prior Substantial Conformance findings and determination of August 18, 2014, combined with the related Substantial Conformance Map Exhibit of April 2015, which were issued by Placer County following the settlement of the CEQA litigation, removed the original master plan phasing requirements to allow for more flexibility of project phasing as determined by Homewood Village Resorts.

As described above, Lot 5 was a portion of the original approval that was performed at a project level. While refinements to what that project looks like have occurred since the approval, the use, density, and overall impacts remain either the same as was contemplated or less due to the reduction from the 45 units originally approved, down to the current proposal to provide 32 residential units and the transfer of the support service uses to the future development of Lot 6. Because this project was approved at a project level, the review required to implement this will be a one lot Final Map including a Condominium Plan, Design Site Review, improvement plans, as well as building permits for the structures proposed.

The project as proposed for modification includes a lodge building that has four distinct residential pods that are interconnected by a below-grade parking structure. Reducing the number of residential units by thirteen (13) and orienting the homes towards both mountain and lake views helps achieve a more open site plan, reduce the amount of land coverage, and break up the building mass. The breaking up of the building mass also offers the advantage of more visibility through the site to the western mountain slope and of the surrounding natural environment. The plan also results in a reduction of overall site coverage. This modified project is not seeking additional height above and beyond the current applicable TRPA Code provisions.

As was addressed in the review of the development of Lot 3, the Conditions of Approval speak to construction of the parking structure in the first phase. However, the parking structure described in Condition Number 2 of the approved project is intended to address the parking needs generated from the development of Phase 1a, which includes a variety of uses open to the public including the Mid Mountain Lodge, Amphitheatre, Ice Skating Rink, etc. The parking needs of the current project proposal, which is limited to 32 residential uses contained in Phase 1B, can be fully accommodated with parking that is included in the applicant's proposal. Each of the four distinct residential pods are paired with another residential pod and are connected by underground parking below the units. The combined total for parking for the two underground parking areas is 64 parking spaces. Although the child-care center is not proposed with this phase, the master plan still contemplates opportunities for child-care as well as children's ski school services for both the North Base and South Base master plan areas.

Conditions of Approval

A thorough review of the Conditions of Approval determined that none of the conditions need to be modified with the exception of the acknowledgement of the shift of the skier services, back of house uses/spaces, and a childcare to the future development of Lot 6. Similar to the previous review of Lot 3, a requirement for the Homewood Employee/Workforce Housing Plan will be required prior to final map or building permit approval/issuance for the construction of the first phase of development (presumably for Lot 3) to address the housing needs that will be generated because of this project. Consistency with the Homewood Employee/Workforce Housing Plan will be reviewed and approved prior to Final Map approval for Lot 5.

Design Review

The County will require a design review hearing to garner additional public feedback regarding the proposed modifications. The project applicant submitted an application for design site review of Lot 5 on December 20, 2022. The Tahoe Basin Design Review Committee is scheduled to review the project at its January, 24 2023 meeting.

Development Agreement

The Development Agreement does allow project modifications considered to be "minor":

"For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the Term of this Agreement, (ii) permitted uses of the Project, (iii) density or intensity of use, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) monetary contributions by Developer, and that may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration."

CEQA

As described above, the EIR/EIS which was certified by the Board of Supervisors on December 6, 2011 evaluated all potential impacts on the environment including mitigations for the impacts identified. The analysis was provided based on one large structure intended to house forty-five (45) residential units. The current proposal is for thirty-two (32) residential condominium units situated in a base mountain lodge complex that has four distinct residential pods that are paired between upper slope and lower slope with each residential pod pairing interconnected by a below-grade parking structure.

The proposed project is within the same site and with the same environmental conditions as the approved project. The EIR/EIS that was adopted for the Homewood Mountain Resort Ski Area Master Plan project took into consideration the anticipated potential environmental impacts associated with the proposed Lot 5 development. Staff has determined that the proposed project does not result in any new significant environmental impacts, nor does it result in a substantial increase in the severity of a previously identified significant impact.

Staff further determined that the proposed project as modified does not require any revisions to the EIR/EIS. Mitigation measures identified in the Homewood Mountain Resort Ski Area Master Plan EIR/EIS will be implemented where appropriate and, with the implementation of the mitigation measures, will not result in any new impacts that were not previously analyzed nor would there be a substantial increase in the severity of insignificant impacts identified in the EIR/EIS. Therefore, no additional environmental documentation is necessary.

Finding of Substantial Conformance:

The modifications as proposed are consistent with that of the allowed and permitted use contained with the overall project. Phase 1B/Lot can be viewed as an individual phase or subphase or as contained within the overall master plan. It is reasonable to see development constructed in phases that may contain modifications over time that is still consistent with mitigation measures, conditions of approval and the overall master plan. Modifications such as these are minor modifications and not considered "changes" to the master plan nor to the individual lots. Since the modifications are minor in scope, the proposed changes do not require a public hearing at the Planning Commission as the differences are mostly architectural in building design and site layout and are actually less intense in density and less architecturally intrusive to the adjoining neighbors.

The modifications are consistent with the uses, housing types and densities approved in the master plan, do not negatively impact aesthetic or open space resources, and do not result in any new

significant environmental impacts. I find that the mitigation measures and the conditions of approval will not be diminished and will be consistent with the original conditions of approval and CEQA DEIR/FEIR findings.

On the basis of the above analysis, I hereby make a finding of substantial conformance for the Homewood Mountain Resort Master Plan Lot 5 – Phase 1B, thirty-two (32) residential condominium units situated in a base mountain lodge complex that has four distinct residential pods that are paired between upper slope and lower slope with each pairing interconnected by a below-grade parking structure as described in your letter dated March 4, 2022, for purposes of the existing vesting tentative map and conditional use permit. Please accept this letter as the County's formal approval of the request.

In addition, please note that although the applicant has indicated that additional skier services, back of house uses/spaces, and a childcare are planned for future development of Lot 6, this letter of substantial conformance is only with respect to the request made for Lot 5. Any proposed modifications to Lot 6 would be subject to further review and analysis by the County, and this letter in no way indicates approval for modifications to Lot 6.

Should you have any questions regarding this finding of substantial conformance, please contact Stacy Wydra at (530) 388-6482.

Sincerely,

Chris Pahule

Planning Director

Attachment A: December 3, 2021 Letter, David A. Tirman
Attachment B: March 4, 2022 Letter, David A. Tirman
Attachment C: July 21, 2022 Letter, Jacqui Braver

Attachment D: November 18, 2022 Supplemental Information

Attachment E: March 8, 2021 Placer County Substantial Conformance Letter
Attachment F: August 18, 2014 Placer County Substantial Conformance Letter

Attachment G: Site Plan Comparison

Attachment H: Schematic Architectural Documents

cc: Homewood Village Resorts, LLC

David Kwong, Agency Director, CDRA

Crystal Jacobsen, Deputy Director, CDRA Tahoe Leigh Chavez, Environmental Review Coordinator

Adrian Compton, Interim Deputy Director, Engineering and Surveying Division

Ben Bardakjian, County Surveyor, Engineering and Surveying Division

West Bourgault, Environmental Health Division



JMA Ventures, LLC P.O. Box 3938 Truckee, CA. 96160

Physical: 10001 Soaring Way, Suite 140B Truckee, CA. 96161



December 3, 2021

Mr. E.J. Ivaldi Planning Director Placer County Planning Services Division 3091 County Center Dr. Ste 140 Auburn, CA 95603

RE: Substantial Conformance Review-Homewood Mountain Resort Phase 1B–Residential Project (*PLN20-00164*). Associated Project: Homewood Mountain Resort Ski Area Master Plan Project (*PGPA 20110329*)

Dear Mr. Ivaldi:

Homewood Village Resorts LLC (HVR) is providing this submittal of the Homewood Mountain Resort Ski Area Master Plan Phase 1B-Lot 5 residential development project for Planning Director review to make a finding of Substantial Conformance with prior project approvals and documentation. In short, the project as now proposed and further described below, includes fewer residential units, less ground coverage, and less vehicle-miles-traveled (VMT) than the original project conceived for the site.

This request is focused on the Homewood North Base Phase 1 area and specifically the identified sub-project known as Phase 1B (Vesting Tentative Map Lot 5). We have endeavored to prepare a submittal that is consistent with the entitlements, Conditional Use Permit (CUP), environmental disclosures, legal settlements, and conditions of approval.

Phase 1B (Vesting Tentative Map Lot 5)

The proposed development occurs within the Vesting Tentative Map Lot 5 area and includes offsite improvements within the adjacent public rights-of-way (See Exhibit A).

The key aspects of this project Substantial Conformance review submittal are as follows:

Building Program: The vesting tentative map, CUP, and master plan approval authorizes up to forty-five (45) residential condominium units, underground parking, skier services, and other amenity space on tentative map Lot 5. The project as now proposed includes twenty-eight (28) residential condominium units situated in a lodge building that has four distinct residential pods that are interconnected by a belowgrade parking structure. Reducing the number of residential units by seventeen (17) and orienting the homes towards both mountain and lake views helps achieve a more open site plan, reduce the amount of land coverage, and break up the building mass., The breaking up of the building mass also offers the advantage of more visibility through the site to the western mountain slope and of the surrounding natural environment. The plan also results in a significant reduction of overall site coverage as described in further detail on page 2 under the heading "Proposed Lot Coverage". A more detailed building program summary describing the residential units, underground parking, ski service (storage) areas, and mechanical space can be found in the attached Exhibit B.

Proposed Building Height: 77' ft. or less and in conformance with applicable provisions of the TRPA Code of Ordinances (COO) Chapter 37. Appendix FF of the Final Environmental Impact Report/Draft

Environmental Impact Report (FEIR/DEIR) described allowances and conditions for increased building height as part of the TRPA Community Enhancement Program (CEP), which formally included the Homewood Ski Area Master Plan. This project is not seeking additional height above and beyond the current applicable TRPA Code provisions (See Exhibit B).

Proposed Lot Coverage: Coverage is consistent with the approved Homewood Ski Area Master Plan and the TRPA COO. Proposed site coverage is approximately 25% less than what was originally planned on Lot 5 at the time of master plan approval due primarily to a reduction in building footprint at grade level and the reduction in overall residential unit count (See Exhibit C). The project plans to implement low impact development (LID) strategies to help protect water quality and optimally manage storm water drainage. Best Management Practices will be required as part of project approvals.

Proposed Project Phasing: This Phase 1B development project is part of the North Base Phase 1 area and is consistent with the environmental analysis and mitigation measures as described in the FEIR/DEIR. The overall North Base Phase 1 area of the Homewood Master Plan is planned to be developed over the course of an estimated 5-to-7-year period and will include several sub-phases. The prior Substantial Conformance findings and determination of August 18, 2014, combined with the related Substantial Conformance Map Exhibit of April 2015, which were issued by Placer County following the settlement of the CEQA litigation, removed the original master plan phasing requirements to allow for more flexibility of project phasing as determined by HVR.

Conditions of Approval: The project applicant plans to work in collaboration with the Placer County Development Review Committee to identify the applicable conditions of approval and will ensure that those conditions are met through the Design Review Approval, the Improvement Plan Permit process, and the Building Permit process.

CEQA Review: This Phase 1 development project received project level review under the certified FEIR and is adequately entitled to proceed. Additionally, the resolution of the subsequent CEQA litigation did not identify any new environmental impacts.

The applicant and design team have worked diligently to propose a project that is consistent with the prior approvals. Attached are conceptual architectural plans and elevations and the preliminary landscape plan (See Exhibits B and D).

Proposed Architecture: The proposed architectural style of Phase 1B can be described as a "Mountain Modern" design vernacular, which has become increasingly prevalent in the Lake Tahoe region over the last decade. The "Mountain Modern" architectural style primarily makes use of natural materials and natural coloring as predominant themes organized on simpler, cleaner, and more contemporary building forms in ways that balance the expression of form and function. The buildings are situated at the base of the slope in a way that breaks down the much larger building mass of the original conceptual design, allowing for more visual porosity and a reduced building scale that we believe to be even more compatible with the greater Homewood surroundings. This new design direction represents an evolution from the more traditional building forms that inspired the previous conceptual building designs of over a decade ago yet is entirely consistent with the scenic analysis of the EIR-EIS in terms of mass, scale, height, building materials, site placement, and coloring (Exhibit E).

Most importantly, this architectural style is also designed to be more sustainable with emphasis on a higher degree of energy efficiency, a lighter footprint on the landscape, less site excavation and grading, and building materials that are specified for longevity and to compliment the natural environment. Our selection of the design team has been driven by the desire to achieve the highest standards of environmental design integrated into the development process from the very beginning. Driven by this goal, Homewood Phase 1A project is fortunate to have architectural design efforts being led by the internationally recognized and award-winning architectural firm of Olson Kundig

(www.olsonkundig.com), who are considered a leader in architecture designed to blend with the environment in ways that find a just balance between building and nature.

Upon completion of the finding of Substantial Conformance review process, it is our intent to submit a design review application as soon as possible in 2022. Should you have any questions related to the submittal documentation, please let us know. We'll also look forward to reviewing the Substantial Conformance package to you either through a video call or in-person at your earliest convenience. On behalf of HVR, we thank you in advance for your review and consideration of this Substantial Conformance submittal.

Sincerely,

David A. Tirman AIA

On behalf of Homewood Village Resorts, LLC

Attachments:

Exhibit A (Location Map)

Exhibit B (Schematic Architectural Documents)

Exhibit C (Site Plan Comparison)

Exhibit D (Preliminary Landscape Plan)

Exhibit E (Architectural Visual Simulations)

JMA Ventures, LLC P.O. Box 3938 Truckee, CA. 96160



March 4, 2022 (Revisions in red font)

Ms. Shirlee Herrington Senior Community Development Technician Environmental Coordination Services Placer County Planning Services Division 3091 County Center Dr. Ste 140 Auburn, CA 95603

RE: Substantial Conformance Review-Homewood Mountain Resort Phase 1B–Residential Project (*PLN20-00164*). Associated Project: Homewood Mountain Resort Ski Area Master Plan Project (*PGPA 20110329*)

Dear Ms. Herrington:

Homewood Village Resorts LLC (HVR) is providing this amended submittal of the Homewood Mountain Resort Ski Area Master Plan Phase 1B-Lot 5 residential development project for Planning Director review to make a finding of Substantial Conformance with prior project approvals and documentation. The amendment focuses primarily on a revised site plan to meet the requirements of the North Tahoe Fire Protection District (NTFPD) to provide access for an aerial ladder apparatus that the District ultimately plans to acquire. The NTFPD has an established Community Facilities District (CFD) that applies to any building above a certain height, which would require building participation in the CFD. The CFD is designed to enable the NTFPD to eventually acquire an aerial ladder apparatus once the CFD has generated sufficient funding to do so. To recap, the project as now proposed and further described below, includes fewer residential units, less ground coverage, and less vehicle-miles-traveled (VMT) than the original project conceived for the site. It also provides for division of Lot 5 in conformance with limitations on the number of remainder parcels.

This request is focused on the Homewood North Base Phase 1 area and specifically the identified sub-project known as Phase 1B (Vesting Tentative Map Lot 5). We have endeavored to prepare a submittal that is consistent with the entitlements, Conditional Use Permit (CUP), environmental disclosures, legal settlements, and conditions of approval.

Phase 1B (Vesting Tentative Map Lot 5)

The proposed development occurs within the Vesting Tentative Map Lot 5 area and includes offsite improvements within the adjacent public rights-of-way (See Exhibit A).

The key aspects of this project Substantial Conformance review submittal are as follows:

Building Program: The vesting tentative map, CUP, and master plan approval authorizes up to forty-five (45) residential condominium units, underground parking, skier services, and other amenity space on tentative map Lot 5. The project as now proposed includes thirty-two (32) residential condominium units situated in a base mountain lodge complex that has four distinct residential pods that are paired between upper slope and lower slope with each pairing interconnected by a below-grade parking structure. The parking will be planned directly below building pod footprints as illustrated in Exhibit B with one parking garage linking the two pods on the lower portion of the slope and one parking garage linking the two pods on the upper portion of the slope. Parking is planned to serve the proposed Lot 5 residences consistent

with the ratios established in the Homewood Parking Management Plan as developed by LSC Transportation Consultants in conjunction with the Homewood Ski Area Masterplan. The amended Lot 5 plan includes 14 parking spaces directly below each building pod for a total of 56 spaces plus an additional 14 spaces total arranged along drive aisles that connect the groupings of building pods for a total of up to 70 parking spaces. The total parking count would accommodate the residential uses and include ADA code-required spaces plus additional guest parking. The original masterplan residential lodge structure planned on Lot 5 also included below-grade parking for residents and guests. Additional detail can be found in the building program summary in Exhibit B.

Reducing the number of residential units by thirteen (13) and orienting the homes towards both mountain and lake views helps achieve a more open and transparent site plan, reduce the amount of land coverage, and break up the building massing. The breaking up of the building massing from being one building as designed in the original masterplan to four distinct and smaller building pods with below-grade interconnections also offers the advantage of more visibility through the site to the western mountain slope and of the surrounding natural environment. The plan also results in a significant reduction of overall site coverage as described in further detail on page 2 under the heading "Proposed Lot Coverage". A more detailed building program summary describing the residential units, underground parking, ski service (storage) areas, and mechanical space can be found in the attached Exhibit B.

Development of the site will also require the removal of the existing Madden chairlift base terminal, which was described in the approved 2011 Homewood Ski Area Masterplan. With the removal of the existing chairlift, the master plan included the installation of a new high-speed gondola in a location that would be adjacent to the Lot 5 project to the immediate northeast as indicated on Exhibit B. The lower gondola terminal is planned to be at a mid-point between Lots 5 and 6 with the upper terminal being located at the mid-mountain area slightly west of the existing Madden chairlift terminal (see Exhibit B-1).

Proposed Building Height: 77' ft. or less and in conformance with applicable provisions of the TRPA Code of Ordinances (COO) Chapter 37. Appendix FF of the Final Environmental Impact Report/Draft Environmental Impact Report (FEIR/DEIR) described allowances and conditions for increased building height as part of the TRPA Community Enhancement Program (CEP), which formally included the Homewood Ski Area Master Plan. This project is not seeking additional height above and beyond the current applicable TRPA Code provisions (See Exhibit B).

Proposed Lot Coverage: Coverage is consistent with the approved Homewood Ski Area Master Plan and the TRPA COO. Proposed site coverage is approximately 17% less than what was originally planned on Lot 5 at the time of master plan approval due primarily to a reduction in building footprint at grade level and the reduction in overall residential unit count (See Exhibit C). The project plans to implement low impact development (LID) strategies to help protect water quality and optimally manage storm water drainage. Best Management Practices will be required as part of project approvals. Detailed civil site design has not yet been done, which will ultimately provide information regarding the quantities of excavation and fill when compared to the original master plan schematic design for Lot 5. Based on the lessening of coverage and a reduction in below grade parking represented by the new design, it is our expectation that there will also be an ultimate reduction in grading and earthwork quantities, however, this again will be confirmed upon completion of more detailed civil site design.

Proposed Project Phasing: This Phase 1B development project is part of the North Base Phase 1 area and is consistent with the environmental analysis and mitigation measures as described in the FEIR/DEIR. The overall North Base Phase 1 area of the Homewood Master Plan is planned to be developed over the course of an estimated 5-to-7-year period and will include several sub-phases. The prior Substantial Conformance findings and determination of August 18, 2014, combined with the related Substantial Conformance Map Exhibit of April 2015, which were issued by Placer County following the settlement of the CEQA litigation, removed the original master plan phasing requirements to allow for more flexibility of project phasing as determined by HVR.

Conditions of Approval (COA): The project applicant plans to work in collaboration with the Placer County Development Review Committee to identify the applicable conditions of approval and will ensure that those conditions are met through the Design Review Approval, the Improvement Plan Permit process, and the Building Permit process. This will include the submittal of a "Homewood Employee/Workforce Housing Plan" as called for in COA #215, which is required prior to issuance of a first Homewood building permit or recordation of a first final map. Please know that a draft "Homewood Employee/Workforce Housing Plan" will be submitted to the County soon for initial review and comment (targeting by end of March 2022).

CEQA Review: This Phase 1 development project received project level review under the certified FEIR and is adequately entitled to proceed. Additionally, the resolution of the subsequent CEQA litigation did not identify any new environmental impacts including any impacts to wetlands, floodplains in the Lake Tahoe Basin, and Stream Environment Zones (SEZs). Please note that there were no such impacts identified within the Lot 5 project area in the Final EIR/EIS.

The applicant and design team have worked diligently to propose a project that is consistent with the prior approvals. Attached are conceptual architectural plans and elevations and the preliminary landscape plan (See Exhibits B and D).

Proposed Architecture: The proposed architectural style of Phase 1B can be described as a "Mountain Modern" design vernacular, which has become increasingly prevalent in the Lake Tahoe region over the last decade. The "Mountain Modern" architectural style primarily makes use of natural materials and natural coloring as predominant themes organized on simpler, cleaner, and more contemporary building forms in ways that balance the expression of form and function. The building pods are situated at the base of the slope in a way that breaks down the much larger and singular building mass of the original conceptual design, allowing for more visual porosity and a reduced building scale that we believe to be even more compatible with the greater Homewood surroundings and the existing adjacent tree canopy. This new design direction represents an evolution from the more traditional building forms that inspired the previous conceptual building designs of over a decade ago yet is entirely consistent with the scenic analysis of the EIR-EIS in terms of mass, scale, height, building materials, site placement, and coloring (Exhibit E).

Most importantly, this architectural style is also designed to be more sustainable with emphasis on a higher degree of energy efficiency, a lighter footprint on the landscape, less site excavation and grading, and building materials that are specified for longevity and to compliment the natural environment. Our selection of the design team has been driven by the desire to achieve the highest standards of environmental design integrated into the development process from the very beginning. Driven by this goal, Homewood Phase 1A project is fortunate to have architectural design efforts being led by the internationally recognized and award-winning architectural firm of Olson Kundig (www.olsonkundig.com), who are considered a leader in architecture designed to blend with the environment in ways that find a just balance between building and nature.

Mapping: In 2016, DOC 2016-057843 was recorded which adjusted the boundaries of APNs 097-130-034, 097-140-003, 097-140-033, 097-060-024, and 097-060-035 in such a manner that the division of Lot 5 within Resultant Parcel 1 would result in two non-adjacent remainder parcels (see Exhibit F). This situation conflicts with the State of California Attorney General's Opinion No. 94-304. To rectify this situation, we are requesting that the County consider two options to allow Lot 5 to be recorded without the concurrent improvement and recordation of adjoining lots.

Option 1 (preferred): Designate the remaining portion to the west of Lot 5 as a remainder parcel, and the remaining portion to the east of Lot 5 as a lettered lot that has no current development potential (but does retain future development rights in keeping with the project conditions of approval). See Exhibit G.

Option 2 (alternative): Option 2 would connect the remaining portions to the east and west of Lot 5 with a connecting strip of land one foot in width (See Exhibit H – Option 2a). This would result in one remainder parcel as shown in Exhibit H. If a wider strip of land is required under this option, the applicant may request a Minor Boundary Line Adjustment to take the additional width from Lot 6 (See Exhibit I – Option 2b).

Option 1 is the preferred option, provided that the designation of a lettered lot would not trigger additional conditions of approval (note that the County did subsequently decide that Option 2 would be the preferred option and consequently, the Homewood team is proceeding accordingly).

Aerial Ladder Apparatus Access: The initial Lot 5 schematic design site plan was required to be revised to meet requirements of the North Tahoe Fire Protection District (NTFPD) pertaining to aerial ladder apparatus (truck) access. The NTFPD requires that any building structure consisting of three or more levels participate in a special CFD designed to provide funding over time for the NTFPD to acquire an aerial ladder truck. The architectural and engineering team initially sought to meet district requirements through an Alternative Methods & Means Request (AMMR) by providing equivalent access and protection to meet District requirements. The NTFPD ultimately decided that the methodologies outlined in the AMMR were not going to meet the equivalency of providing an aerial ladder apparatus access road and consequently, required that the site plan be amended to accommodate an aerial ladder truck access road that would meet both District and California Fire Code Requirements (see Exhibit J). The NTFPD formally reviewed the revised site plan with the aerial ladder truck access road on February 18, 2022, and then issued the attached meeting findings on February 21, 2022, confirming that aerial ladder truck access scheme met District requirements (see Exhibit K).

Upon completion of the finding of Substantial Conformance review process, it is our intent to submit a design review application as soon as possible in 2022. Should you have any questions related to the submittal documentation, please let us know. We'll also look forward to reviewing the Substantial Conformance package to you either through a video call or in-person at your earliest convenience. On behalf of HVR, we thank you in advance for your review and consideration of this Substantial Conformance submittal.

Sincerely,

David A. Tirman AIA

On behalf of Homewood Village Resorts, LLC

Attachments:

Exhibit A (Location Map)

Exhibit B (Schematic Design Documents)

Exhibit B-1 (Existing chairlift and proposed gondola alignment)

Exhibit C (Site Plan Comparison)

Exhibit D (Preliminary Landscape Plan)

Exhibit E (Architectural Visual Simulations)

Exhibit F (Doc 2016-057843 LLA Grant Deed)

Exhibit G (Map Option 1)

Exhibit H (Map Option 2a)

Exhibit I (Map Option 2b)

Exhibit J (NTFPD Aerial Ladder Apparatus Exhibit)

Exhibit K (NTFPD Meeting Findings)

Copies to: EJ Ivaldi, Placer County Steve Buelna, Placer County Ed Staniforth, Placer County Art Chapman (JMA) Jaqui Braver (JMA)

JMA Ventures, LLC P.O. Box 3938 Truckee, CA, 96160



July 21, 2022

E.J. Ivaldi Planning Director, County of Placer Placer County Planning Services Division 3091 County Center Drive, Suite 140 Auburn, CA 95603

RE: Substantial Conformance Review - Homewood Mountain Resort Phase 1B—Residential Project (PLN20-00164). Associated Project: Homewood Mountain Resort Ski Area Master Plan Project (PGPA 20110329) - RESPONSE TO PUBLIC AGENCY COMMENTS on June 28, 2022

Dear EJ:

Homewood Village Resorts, LLC (HVR) provides this response to EJ Ivaldi's comments received via a Teams meeting conducted on June 28, 2022. This response letter is formatted in a way that summarizes the Planning Director's comments followed by Applicant responses in italicized font.

<u>Placer County – Planning Division Comments</u>

<u>Planning Division Comment #1</u>: The Board of Supervisors Conditions of Approval from the 2011 Master Plan and Conditional Use Permit anticipated and authorized a variety of uses associated with the Lot 5 project within the larger Homewood North Base Ski Area Master Plan area. The Planning Director's request on June 28, 2022 was for Applicant to identify the following: a) anticipated timing for Master Plan phased implementation, b) identification of uses planned for each phase, c) uses no longer planned within the Lot 5/Phase 1C project area, and d) sharing of previous Substantial Conformance finding whereby the County authorized Applicant's flexibility in phasing and use distribution implementation of the Master Plan itself.

Applicant Response: The Homewood Mountain Resort Ski Area Master Plan contemplated a mixed-use base in the north area of the resort. Under the Conditions of Approval and Substantial Conformance finding of 2014 (post settlement), the Lot 5 redevelopment programming anticipated up to 45 multi-family residential condominium units, skier services (including mechanical and circulation areas), back of house spaces for operational building program infrastructure and a child center. The current program anticipates 32 residential condominium units, 32 lockers for skier storage, parking garage, mechanical, electrical, back of house building infrastructure and circulation areas. Additional skier services including skier support facilities and lockers are planned for Lot 6 redevelopment area immediately to the North of the Lot 5 project area. Depending on space and programming needs to support the community, we may locate a children's center within the Lots 1 or 2 redevelopment projects.

Please see below table for the currently anticipated lot and use distributions across the North and South Base Master Plan Area.

Lots	Phase	Residential	Commercial	Hotel	Skier Services	Common Area	Unit Count
1 (S Base)	III	X				X	20
2 (S Base)	III	X	X		X	X	40
3	I	X				X	7
4	IV	X	X			X	n/a employee hsg
5	I	X			X	X	32
6	II	X	X	X	X	X	41
7	IV	X				X	12
8	IV	X				X	12
9	IV	X					7

For additional background, the master plan originally contemplated a single, very large lodge resort building spanning across Lots 5 and 6 within the North Base Master Plan area. The Conditional Use Permit authorizes a variety of uses across the North Base project area on a lot-by-lot basis.

The project use distribution modifications remain in substantial conformance and are consistent with the original Conditional Use Permit findings and Vesting Tentative Subdivision Map and, in fact, the development team believes they will reduce the environmental impacts identified in the EIR/EIS and are environmentally superior in impact on the site as well as neighboring context and environment.

<u>Planning Division Comment #2</u>: What is the current anticipated phasing of the Homewood Ski Area Master Plan?

<u>Applicant Response</u>: The Homewood Ski Area Master Plan phasing schedule is currently planned per the below timeline. At this time, we anticipate this schedule for the rollout of the developments.

North Base Master Plan Area

Phase IA & 1B – Initial Project – Lots 3 (2022) and 5 (2023)

Phase II – Future Project – Lot 6 (2024)

Phase IV – Future Project – Lot 7(2027), and Lot 8 (2028)

Phase V – Future Project – Lot 4 and Lot 9 (2030)

South Base Master Plan Area

Phase III – Future Project – Lots 1 (2028) and 2 (2029)

Although we plan to execute our business plan within the above approximate timelines, reserving our vesting rights and approved entitlements to shift phasing and uses will be paramount and as the Master Plan is implemented throughout this decade. Applicant continues to manage economic and resource shortages as well as Conditions of Approval to our entitlements for both Placer County and TRPA having effect on the actual development timelines to mobilize and manage design and land planning tasks for each of these phases and projects with all Authorities Having Jurisdiction.

Placer County's Substantial Conformance letter dated August 18th, 2014, identifies project modifications that arose from the January 2014 Settlement Agreement. At that time, the Planning Department and County Surveyor authorized and signed a modification to the Master Plan phasing eliminating the Vesting Tentative Subdivision Map's delineation of phased implementation and specific sequencing of phases within the Master Plan. This document is included herein and is referenced as the 'signed Substantial Conformance Map Exhibit' to the August 18th letter itself.

<u>Planning Division Comment #3</u>: Applicant should refer to Placer County Code Section 17.58.180 – Changes to an Approved Project where Planning Director authority to approve changes is clarified (see below Placer County Code extraction).

17.58.180 Changes to an approved project.

A new land use authorized through an administrative review permit, minor use permit, conditional use permit or variance shall be constructed or otherwise established only as approved by the granting authority and subject to any conditions of approval, except where changes to the project are approved as set forth in this section. An applicant shall request any desired changes in writing, and shall also furnish appropriate supporting materials and an explanation of the reasons for the request. Changes may be requested either before or after construction or establishment and operation of the approved use.

- A. The planning director may authorize changes to an approved site plan, architecture, or the nature of the approved use if the changes:
 - 1. Are consistent with all applicable provisions of this chapter; and
- 2. Do not involve a feature of the project that was specifically addressed or was a basis for findings in a negative declaration or environmental impact report for the project; and
- 3. Do not involve a feature of the project that was specifically addressed or was a basis for conditions of approval for the project or that was a specific consideration by the granting authority in the approval of the permit; and
 - 4. Do not result in a significant expansion of the use; and
 - 5. Do not substantially alter the original approval action; and
- 6. Do not result in any new direct or indirect effect on an aquatic resource or habitat for species covered by the habitat conservation plan/natural community conservation plan (HCP/NCCP); and
- 7. If Chapter 19, Article 19.10 applies to the approved project, the change cannot increase the amount of land cover impacted by the project.
- B. Changes to the project involving features described in subsections (A)(2) and (A)(3) of this section shall only be approved by the granting authority pursuant to a new permit application processed as set forth in this chapter. (Ord. 6041-B § 21, 2020; Ord. 5126-B, 2001)

<u>Applicant Response</u>: The Conditions of Approval and the 2011 Development Agreement between Applicant and Placer County address the proposed modifications to the project here and expressly states that the Planning Director may approve minor modifications to the Master Plan entitlements. Based on our detailed review of the Code, the Development Agreement, and other governing documents, moving or reducing the permitted and approved uses between lots approved with the master plan is not a change to the permitted uses nor does the reduction of planned uses for Lot 5 project specifically modify the permitted uses in any way (see below Development Agreement extraction).

Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of County and Developer (and/or any successor owner of any portion of the Property to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects the approved Specific Plan land use designation or zoning of less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. If the proposed amendment or minor modification would significantly reduce the amount of revenue anticipated to be received by County to the extent that County is unable to fund or maintain facilities and/or service commitments to the Property, Developer agrees County may adjust or modify any fee or assessment to mitigate the impact. The parties acknowledge that under the County Zoning Ordinance and applicable rules, regulations and policies of the County, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the Board of Supervisors. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the Term of this Agreement, (ii) permitted uses of the Project, (iii) density or intensity of use, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) monetary contributions by Developer, and that may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

Development Agreement by and between the County of Placer and Homewood Village Resorts, LLC

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Moreover, the County Code permits planning director to authorize changes to an approved site plan, architecture, or the nature of the approved use if the changes. The proposed uses for Lot 5 and other Lots in the Master Plan and Vesting Tentative Subdivision Map are consistent in their proposed uses and this modification of uses shifting from Lot 5 to Lots 4 and 6 immediately adjacent to Lot 5, and within the North Base planned development area, is a significant improvement to reduction of massing, building impacts to the site and natural resources and does not alter any mitigating features directly considered in the project's conservation and CEQA analyses. Additionally, the planned uses for Lot 5 were in direct correlation to breaking up a larger lodge structure originally expected to span over several lots. That larger resort building would have housed the previously planned uses into a single structure. Those uses are now more evenly distributed across the North Base Master Plan Area.

In sum, the Development Agreement between Placer County and Homewood Village Resorts, LLC as well as Placer County Code Section 17.58.180 permits Minor Modifications subject to the review and approval of the Planning Director. Therefore, with previously authorized entitlement approvals, the uses reduction for Lot 5 and shifting skier services and child center to the immediately adjacent lots may be authorized by the Planning Director.

Thank you once again for the opportunity to review and respond to Planning Director comments related to the Homewood Lot 5/Phase 1B Substantial Conformance submittal.

Sincerely,

Jaqui Braver

On behalf of Homewood Village Resorts, LLC

Encls:

Exhibit A - Phase 1B Substantial Conformance Cover Letter 2017

Exhibit B - Substantial Conformance Vesting Tentative Parcel Map Phasing 'Exhibit' 2017

Exhibit C - Placer County and Homewood Village Resorts, LLC Development Agreement.

c:

Steve Buelna, Placer County Shirlee Herrington, Placer County Ed Staniforth, Placer County David Kwong, Placer County Art Chapman, JMA Ventures, LLC Todd Chapman, JMA Ventures, LLC Chip Wilkins III, Remy Moose Manley, LLP

EXHIBIT A



COUNTY OF PLACER Community Development/Resource Agency

Michael J. Johnson, AICP Agency Director

ADMINISTRATION

August 18, 2014

David A. Tirman JMA Ventures, LLC P.O. Box 3938 Truckee, CA. 96160

Subject: Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)

The County is in receipt of your letter dated June 11, 2014 in which you request a finding of substantial conformance with the approved Vesting Tentative Subdivision Map and Conditional Use Permit for the Homewood Mountain Resort Ski Area Master Plan. The Development Review Committee (DRC) understands the modifications to include:

North Base

A unit reduction at the North Base entirely within Lot 3 (Fawn Street parcel) shown on the Vesting Tentative Subdivision Map. The original Master Plan approval allowed for up to fifteen (15) residential condo units within one structure on Lot 3. The revised density for Lot 3 is eight (8) residential condo units located in two structures, a reduction of seven (7) residential condo units.

Restoration on Lot 3 that will result in an effectively functioning Stream Environment Zone that is designed to slow, spread and treat the runoff from both storm water and snowmelt. Total revised coverage on the Fawn Street parcel will be no more than 23,000 square feet.

South Base

Unit modifications at the South Base within Lots 1 and 2 which include elimination of ten (10) residential condo units from within a single structure on Lot 2, and the addition of four (4) residential condo units being added to structures on Lot 1, for a net reduction of six (6) residential condo units.

Other

Modifications to reduce the size of all facility floor areas at mid-mountain to no more than 30,000 sq. ft. This is inclusive of the mid-mountain lodge and the mid-mountain maintenance facility.

Reduction of an additional 44,000 square feet of coverage to be permanently retired, in addition to the 178,000 sq. ft. of coverage already required to be retired.

David A.Tirman
Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)
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Background

On December 6, 2011 the Board of Supervisors approved the Homewood Mountain Resort Ski Area Master Plan including a Vesting Tentative Subdivision Map and a Conditional Use Permit. As a result of a settlement agreement between Homewood Village Resorts, LLC (HVR), the Friends of the West Shore, and the Tahoe Area Sierra Club executed on January 27, 2014, HVR agreed to reduce the number of residential units in the Homewood Mountain Resort Ski Area Master Plan by thirteen (13) units. Seven (7) residential condo units were eliminated from the North Base area and six (6) residential condo units were eliminated from the South Base area. The unit count reduction does not impact the Vesting Tentative Map parcel boundaries, however, it does result in minor adjustments to the unit density per lot. The settlement agreement did not require a reduction in saleable residential area, but rather in unit count only.

Analysis

The County's Development Review Committee (DRC) has reviewed the Homewood Mountain Resort Master Plan Settlement Agreement Revisions to Vesting Tentative Map document (Exhibit A) as well as the June 11, 2014 letter requesting a finding of substantial conformance.

As shown on Exhibit A, along with the reduction of density by seven (7) residential condo units on Lot 3 at the North Base, there are also corresponding reductions in building massing and impervious coverage to a maximum of 23,000 sq. ft. In addition, the Stream Environment Zone (SEZ) on Lot 3 is now proposed to be completely restored to an effectively functioning SEZ that is designed to slow, spread and treat the runoff from both storm water and snowmelt. After review, the DRC has concluded that the proposed modifications on Lot 3 are environmentally superior, result in no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project.

At the South Base, while there is a density shift on Lot 1 to increase the unit count from 30 to 34 residential condo units, it is very minor in scale and wouldn't result in any new or substantially greater impacts than originally analyzed in the environmental document for the project. On Lot 2, there is a total reduction of ten (10) residential condo units within a single structure. Consequently, the unit count at the South Base will be reduced by a net six (6) residential condo units. As such, the DRC can conclude that the proposed modifications on Lot 1 and 2 will result in equal or less impacts than those analyzed as part of the Environmental Impact Report/Environmental Impact Statement previously certified for the Homewood Mountain Resort Ski Area Master Plan, result in no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project.

The other modifications including the reduction in the size of all facility floor areas at midmountain to no more than 30,000 sq. ft. and the additional 44,000 square feet of coverage to be permanently retired result in less project environmental impacts, have no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project. David A.Tirman
Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)
Page 3 of 3

Finding of Substantial Conformance

On the basis of the above analysis, Placer County hereby makes a finding of substantial conformance for the Homewood Mountain Resort Ski Area Master Plan project as described in your letter dated June 11, 2014. Please accept this letter, along with the signed Vesting Tentative Subdivision Map Exhibit(forthcoming), as the County's formal approval of the request.

Should you have any questions regarding this finding of substantial conformance, please contact Assistant Agency Director Paul Thompson at the Community Development Resource Agency, (530) 581-6210.

Sincerely.

MICHAEL J. JOHNSON, AICP

Agency Director

Exhibits:

Exhibit A – Homewood Mountain Resort Master Plan, Settlement Agreement – Revisions to Vesting Tentative Map – June 11, 2014

Exhibit B – Revised Vesting Tentative Subdivision Map(forthcoming)

cc. Project File
Paul Thompson, CDRA
E. J. Ivaldi, Planning Services Division
Rick Eiri, Engineering and Surveying Division
Ken Grehm, Department of Public Works
Kenneth Stewart, Environmental Health Services
Andy Fisher, Facility Services, Parks Division
Karin Schwab, County Counsel's Office
John Marshall, TRPA

530.581.5475 fax



David A. Tirman Executive Vice President Direct: (530) 581-5472 dtirman@jmaventuresllc.com

June 11, 2014

Mr. Paul Thompson Placer County Community Development Resource Agency-Planning Department 3091 County Center Drive, Suite 280 Auburn, CA. 95603

Re: Homewood Master Plan-Legal Settlement Plan Revisions

Dear Paul:

Homewood Village Resorts (HVR) respectfully requests that the Placer County Development Review Committee (DRC) review the following description of revisions to the Homewood master plan and the accompanying graphic exhibits describing the same; this in order to make a determination that the Homewood master plan revisions are in substantial conformance with the approved HVR vesting tentative map of 2011 and in substantial compliance with the HVR conditions of approval as listed in the 2011 Conditional Use Permit.

As a result of a settlement agreement between Homewood Village Resorts, LLC (HVR), the Friends of the West Shore and the Tahoe Area Sierra Club executed on January 27, 2014, HVR agreed to reduce the number of residential units in the Homewood Ski Area Master Plan by thirteen (13) units. Seven (7) residential units were eliminated from the North Base area and six (6) residential units were eliminated from the South Base area. The unit count reduction does not impact the vesting tentative map parcel boundaries, however, does result in minor adjustments to the unit density per lot. The accompanying graphic document illustrates the unit count revisions compared to the approved 2011 master plan resulting from the settlement agreement. The settlement agreement did not require a reduction in saleable residential area, but rather in unit count only.

North Base

The unit reduction at the North Base occurs entirely within lot 3 (Fawn Street parcel) of the vesting tentative map. The original master plan approval allowed for up to fifteen (15) residential units on Lot 3. The revised density for lot 3 is eight (8) residential units; again a reduction of seven (7) residential units.



The Fawn St. parcel stream environment zone (SEZ) is to be restored to an effectively functioning stream environment zone that is designed to slow, spread and treat the runoff from both storm water and snowmelt. Total revised coverage on the Fawn St. parcel will be no more than 23,000 square feet.

South Base

At the South Base, there was a total residential unit count reduction of six (6) units. Ten (10) residential units are being eliminated from Lot 2 and four (4) residential units are being added to Lot 1, for a resultant unit count reduction of six (6) residential units.

Other

The settlement agreement also provides for a reduction in the size of all facility floor areas at mid-mountain to no more than 30,000 sq. ft. This is inclusive of the mid-mountain lodge and the mid-mountain maintenance facility.

In addition, the settlement agreement requires an additional 44,000 square feet of coverage to be permanently retired; this would be in addition to the 178,000 sq. ft. of coverage already required to be retired.

This summarizes the key revisions to the Homewood Masterplan stemming from the abovementioned settlement agreement. Should you have any questions, please do not hesitate to contact me directly. Thank you.

Sincerely,

David A. Tirman

Executive Vice President,

Attachments:

- Homewood Mountain Resort (HMR) Vesting Tentative map 9-26-11
- HMR Master Plan Revisions to Vesting Tentative Map based on Settlement Agreement-6-11-14

Cc:
Art Chapman, JMA Ventures, LLC
Howard Wilkins, Remy Moose Manley, LLP
Karin Schwab, County Counsel, Placer County
Leslie Amsberry, Placer County
Rick Eiri, Placer County
Todd Chapman, JMA Ventures, LLC

Homewood Mountain Resort Masterplan

Settlement Agreement
Revisions to Vesting Tentative Map *June 2014*

Vesting Tentative Map New Lot Table 2011 Homewood Master Plan

Lot	Bidg	Phase Acres Sq. F	t Residential	Commercial Hotel Ski	Svcs: Common Area	No: Condo Units/Bldg	
New Lot 1	BLDGS B:1THRUB:15	Phase 2A 4.81 20	99324 X			30 resid	ential condo units
NewLot2	BLOG A	Phase 28 4.39 19	11472 X			47 resid	ential condo units
New Lot 2 (continued)	BLDGS A:1THRUA:9	Phase 2C				18 resid	ential condo units
New Lot 3	BLDG C	Phase 10 1148 6	4,38 0 X			15 resid	ential condo units
New Lot 4	BLDG P	Phase 1A 1.82 5	X 225,6 ⁶	X	X -15	N/A Employe	e housing appartments
New Lot 5	BIDG A	Phase 1A 4 38 11)0,902 X			25 residential condo u	nits & 20 residential condounits
New Lat 6	BLDG B	Phase 14 17.97 3	17,124 X	X X		15 residential condo u	nits & 20 residential condo units:
New Lot 7	BLDG E	Phase 18 103 4	ц 774 Х		i i i i x i i i	15 resid	ential condo units
NewLot 8	BDG D	Phase 18 136 15	9,259 X		X	i foresid	ential condo units
NewLat 9	Future Townhouses	Foture 281 1	2,573			Non v	olid building site
New Lot 10		Phase 2A 10.70	0,59 4				NA .
Remainder Existing Parcel 6		Phase 1A 991 43	1183 X				NAME: PROPERTY
Remainder Existing Parcel 1		Phase 2A 14.74 62	12,058 X				WA

Vesting Tentative Map New Lot Table 2014 *Revised* Homewood Master Plan

New Lot rables						
	Bldg	Phase Acres	Sq. Ft. Residentia	i Commercial Hotel	Ski Svcs. Common Area	No Condo Units (Alde
New Lot 1	BLDGS B-1 THRUB-15	Phase 2A 4.81	interior in the second			3430 residential condo units
New Lot 2	BDG A	Phase 28 4 39	191/172 X			3747 residential condo units
New Lot 2 (continued)	BIDGS A-1 THRUA-9	Phase 2C				18 residential condo units
New Lot 3	BDG C	Phase 1C 148	64,380 X			815 residential condo units
New Lot 4	BLDG P. II	Phase 1A 1 1.82	adione ordered and the treatment	ni de serim meda Propinsi serim da sebbigli, et D. Ber este a serim manus de para de Signa a de la Colonia.		N/A Employee housing appartments
NewLot 5	BLDG. A	Phase 1A 438		X	X	.25 residential condo units & 20 residential condounits
New Lot 6	BLDG B	Phase 1A 7-97		X	architecture (and a personal action	15 residential condo units & 20 residential condo units
New Lot 7 Hard State of the New Lot 8 Hard State of the S	BIDG F	Phase 1B 1103	a frai faut relie a com en merca e tra		filigilas (top Xal foli paratornius v eligis	15 residential condo units
New Lot 9	Future Townhouses	Phase 18 1.36 Future 2.81	Taranga kang manangan dalam			46 residential condo units
New Lot 10		Phase 2A 0.70	arginali da jara da arginali d		, χ	Non valid building site N/A
Remainder Existing Parcel 6		Phase 1A 991	rien de la completa del completa de la completa de la completa del completa de la completa del la completa del la completa de la completa del la completa de la completa de la completa del la completa			
Remainder Existing Parcel 1	en arangan kangan pangkan pangkan kangan da kangan bala	Phase 2A 14 74	յր վահանգրանն կրերարհանգոր			n/a

Lot 3 (15 units) HMR Vesting Tentative Map (as approved in 2011)

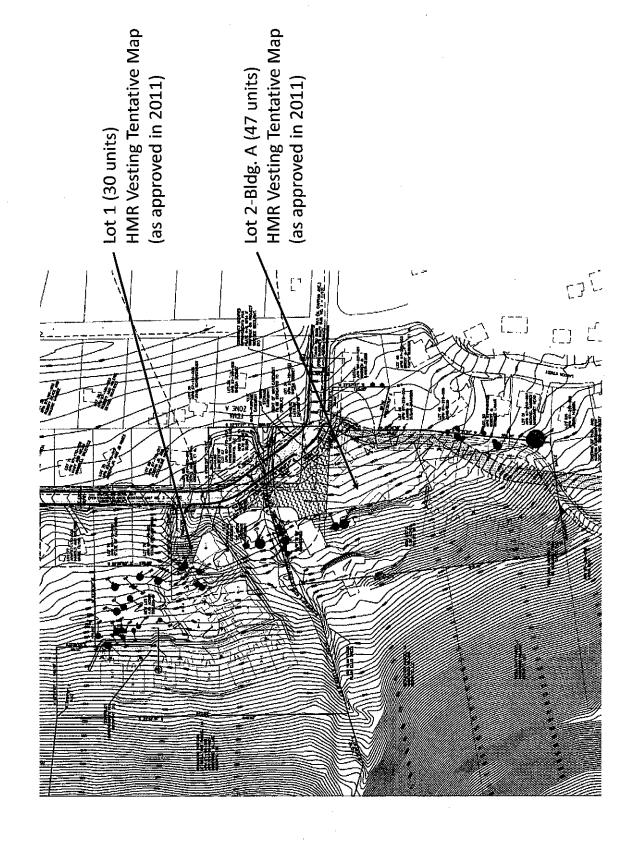
NEW PARCEL 3 - RESIDENTIAL

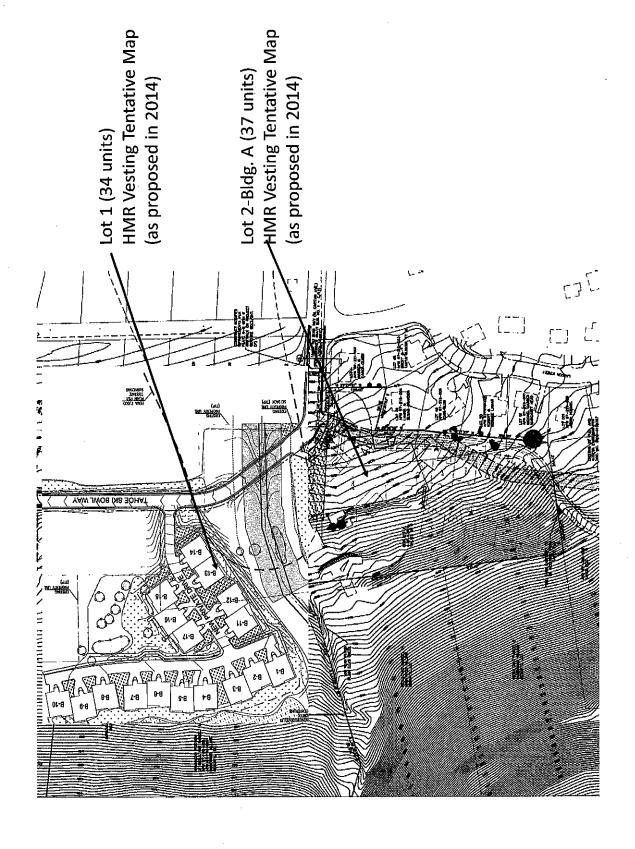


Lot 3 (8 units) HMR Vesting Tentative Map (as proposed in 2014) STATE HIGHWAY 89 CONCEPTUA BIKE PATH ALIGNMENT SACRAMENTO AVENUE Y3002 (PU

NEW PARCEL 3 - RESIDENTIAL

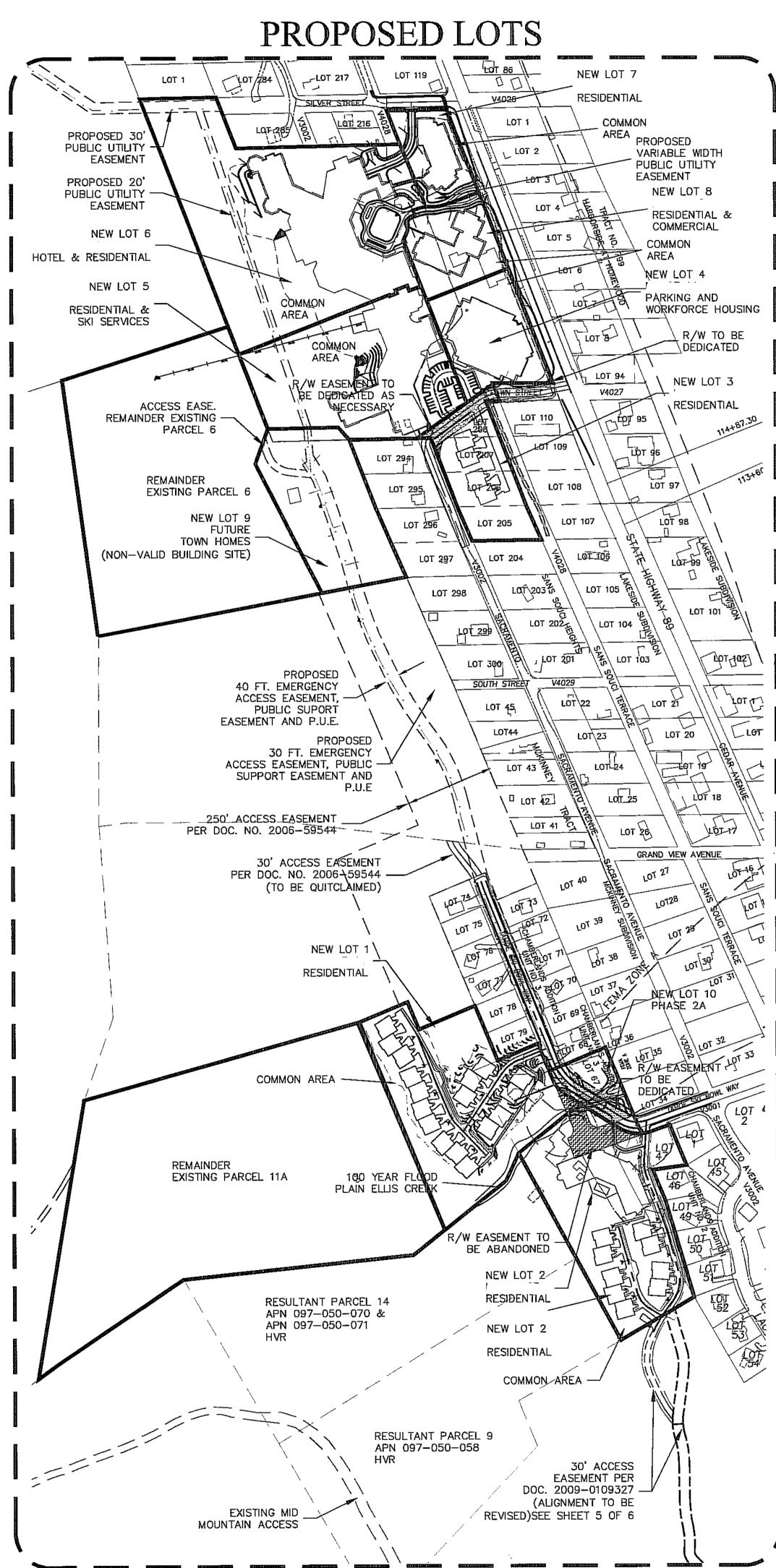








HOMEWOOD SKI AREA CONTACT INFORMATION SUBSTANTIAL CONFORMANCE MAP EXHIBIT HOMEWOOD VILLAGE RESORT, LLC. OWNER: HOMEWOOD MOUNTAIN RESORT 5145 WEST LAKE BOULEVARD APRIL, 2015 HOMEWOOD, CALIFORNIA 96141 ALPINE MEADOWS (530) 525-2992 TAHOE CITY JMA VENTURES, LL.C. ATTN: DAVE TIRMAN DEVELOPER: New Lot Table P.O. BOX 3938 SUNNYSIDE TRUCKEE, CALIFORNIA 96160 Acres Sq. Ft. Residential Commercial Hotel Ski Svcs. Common Area No. Condo Units/Bldg Bldg (530) 582-6085 SOUTHWEST GAS ATTN: BRUCE SVENSON BLDGS. B-1 THRU B-17 4.81 209,324 X 34 residential condo units New Lot 1 GAS: WATER/SEWER: TAHOE CITY PUBLIC UTILITY TAHOE PINES BLDG. A 4.39 191,172 X 37 residential condo units New Lot 2 DISTRICT 218 INCLINE COURT LAKE TAHOE! X 18 residential condo units 221 FAIRWAY DRIVE New Lot 2 (continued) BLDGS. A-1THRU A-9 INCLINE VILLAGE, NEVADA 89451 SITE ** HOMEWOOD TAHOE CITY, CALIFORNIA 96145 NOT TO SCALE (800) 530-3426 1.48 64,380 X X 8 residential condo units BLDGS, C-1THRU C-4 New Lot 3 (530) 583-3796 TAHOMA PLACER COUNTY 1.82 79,353 X New Lot 4 BLDG. P N/A Employee housing appartments NORTH TAHOE FIRE EL DORADO COUNTY LIBERTY ENERGY, CALIFORNIA PACIFIC ELECTRICITY: ATTN: TIM ALAMEDA BLDG. A 4.38 190,902 X X X X 45 residential condo units New Lot 5 ELECTRIC CO. P.O. BOX 5879 7.97 347,124 X BLDG. B 35 residential condo units SUGAR PINE POINT STATE PARK TIM HUTTON New Lot 6 TAHOE CITY, CALIFORNIA 96145 MEEKS BAY 701 NATIONAL AVENUE, P.O. 107 1.03 44,774 X BLDG. E 15 residential condo units (530) 583-6913 New Lot 7 PLACER COUNTY TAHOE VISTA, CA 96148 EL DORADO COUNTY 1.36 59,259 X X New Lot 8 BLDG. D 16 residential condo units (530) 546-1737 TAHOE TRUCKEE UNIFIED Future Townhouses 2.81 122,573 Non valid building site New Lot 9 SCHOOLS: TELEPHONE: AT+T SCHOOL DISTRICT ATTN: CHARLES T. KEATLEY 0.70 30,594 New Lot 10 N/A 11839 DONNER PASS RD. 12824 EARHART AVENUE 9.91 431,853 X Remainder Existing Parcel 6 N/A TRUCKEE, CALIFORNIA 96161 AUBURN, CALIFORNIA 95602 (530) 582-7600 14.74 642,058 X N/A (530) 888-2365 PROPOSED LOTS NEW LOT 7 -LOT 217 RESIDENTIAL V4028-SILVER STREET LOT 1 COMMON

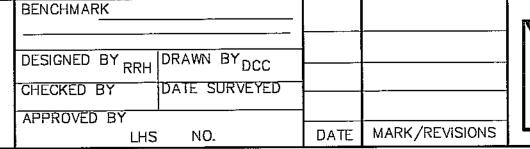


NOTE: PHASING SUBJECT TO DRC REVIEW AND APPROVAL

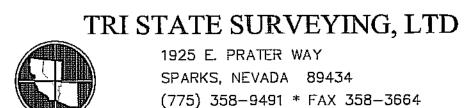
LEGEND	BASIS OF BEARINGS	PLANNING DIRECTOR'S DETERMINATION	
PROJECT BOUNDARY	THE BASIS OF BEARINGS FOR THIS PROJECT IS NAD 1983(94) CALIFORNIA SATE PLANE ZONE 2 (GROUND). THE GROUND TO GRID FACTOR IS 0.99961521	The configuration of the Lots, Roads, and Open Space shown hereon is substantially the same as Vesting Tentative Map for the Homewood Mountain Resort Ski Area Master Plan Project and the conditions of project approval (PGPA 20110329) are applicable to this configuration and conform approved environmental document and all established mitigation measures. The Vesting Tentatives	to the re Map
LOTLINE		parcel boundaries have not changed from the original approval; however, a 2014 settlement agree resulted in the overall reduction of 13 residential units. This map exhibit reflects adjustments to the density per lot.	
ADJACENT LOT		I hereby approve this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon this configuration and determine that the future Final Map based upon the configuration and determine that the future Final Map based upon the configuration and determine the future Final Map based upon the configuration and determine the future Final Map based upon the configuration and determine the future Final Map based upon the configuration and determine the future Final Map based upon the configuration and determine the future Final Map based upon the future Final Map	juratioi 1
EASEMENT			
CURB & GUTTER		Date: 5-6-15 By: Michael J. Johnson, AICP	
BUILDING		COUNTY SURVEYOR'S DETERMINATION The configuration of the Lots, Roads, and Open Space shown hereon is substantially the same as Vesting Tentative Map for the Homewood Mountain Resort Ski Area Master Plan Project and the	the
· · · · · · WATER		conditions of project approval (PGPA 20110329). I hereby determine that the future Final Map bas upon this configuration will be found to be in substantial conformance, with the approved Vesting	
HVR HOMEWOOD VILLAGE RESORTS, LLC		Tentative Map dated September 2011 for the Homewood Mountain esort Ski Area Master Plan I	²roject
		Date: 5-6-15 By: Eshis Hace Leslie Amsberry, PLS	

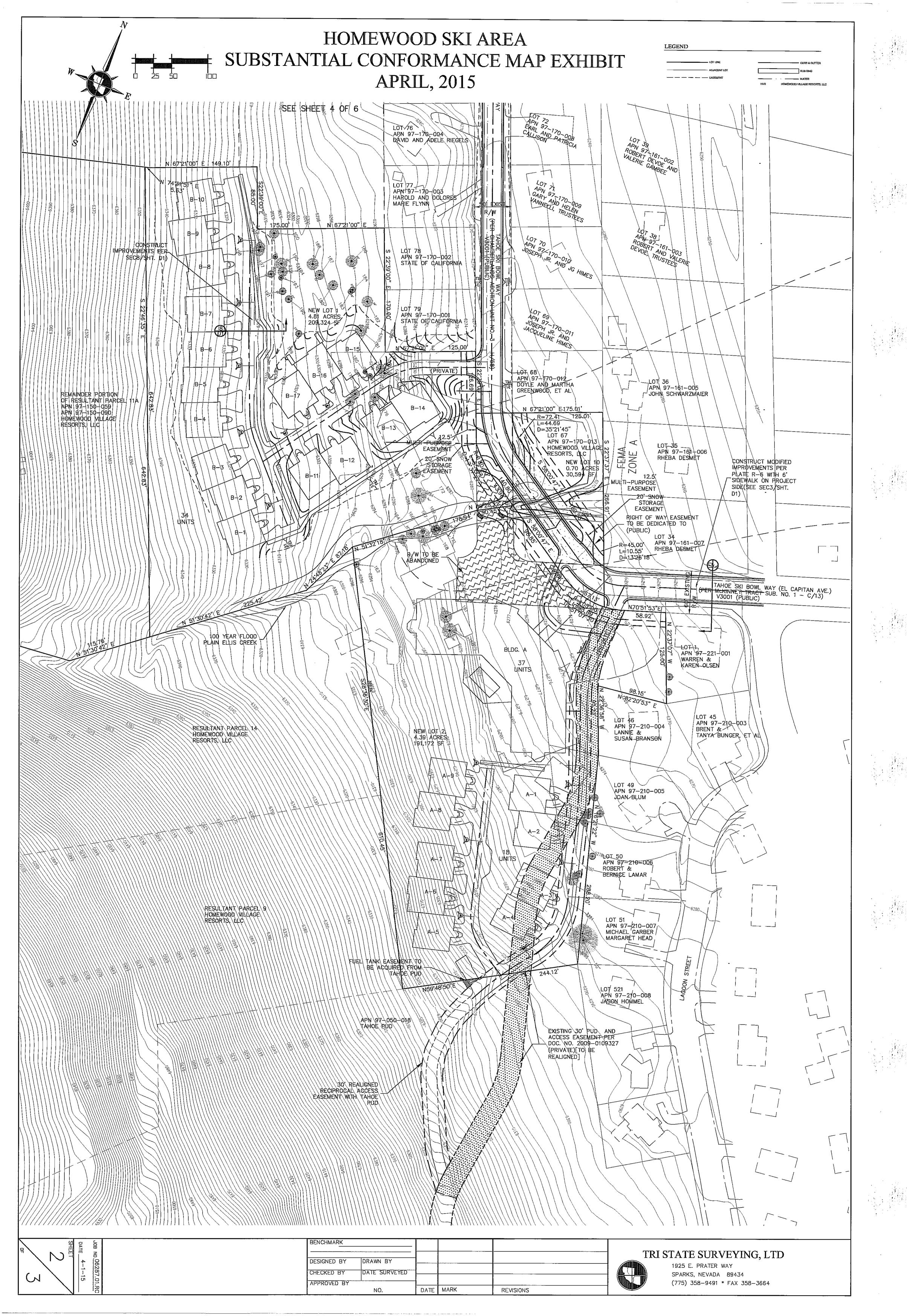
JOB NO D6287.0
DATE 4-1-15
SHEET

EXHIBIT B

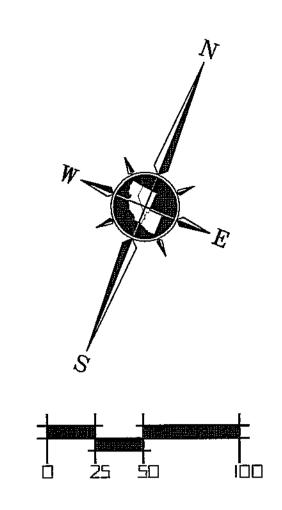


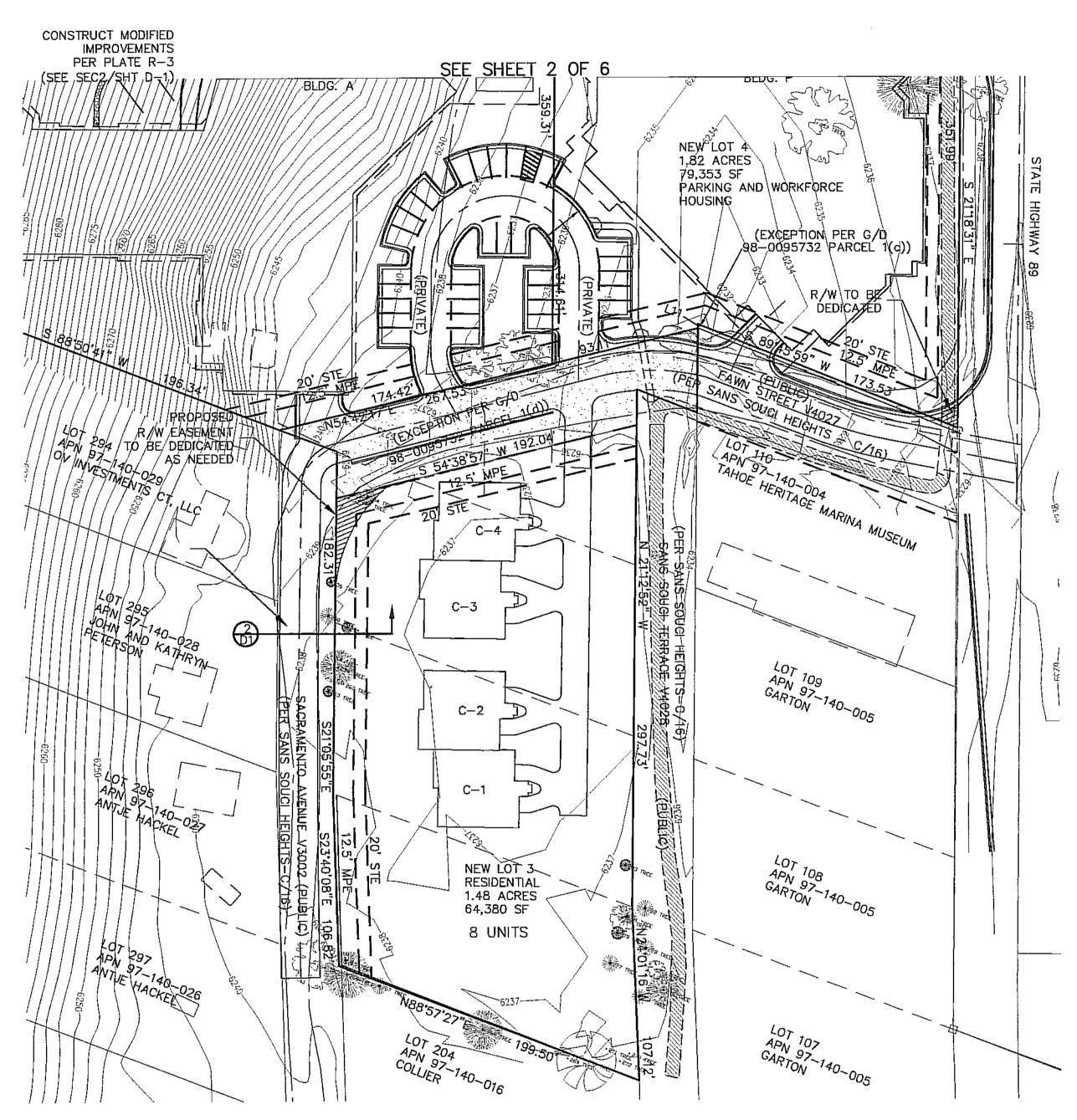
Nichols Consulting Engineers, Chtd. Engineering & Environmental Services 1885 S. Arlington Ave., Suite #111 Reno, NV 89509 Ph: (775) 329-4955 Fx: (775) 329-5098





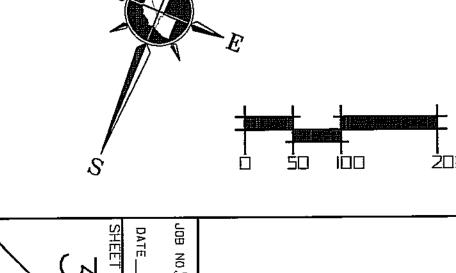
HOMEWOOD SKI AREA SUBSTANTIAL CONFORMANCE MAP EXHIBIT APRIL, 2015



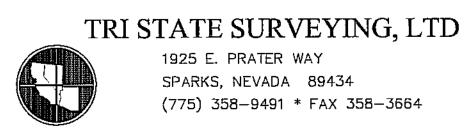


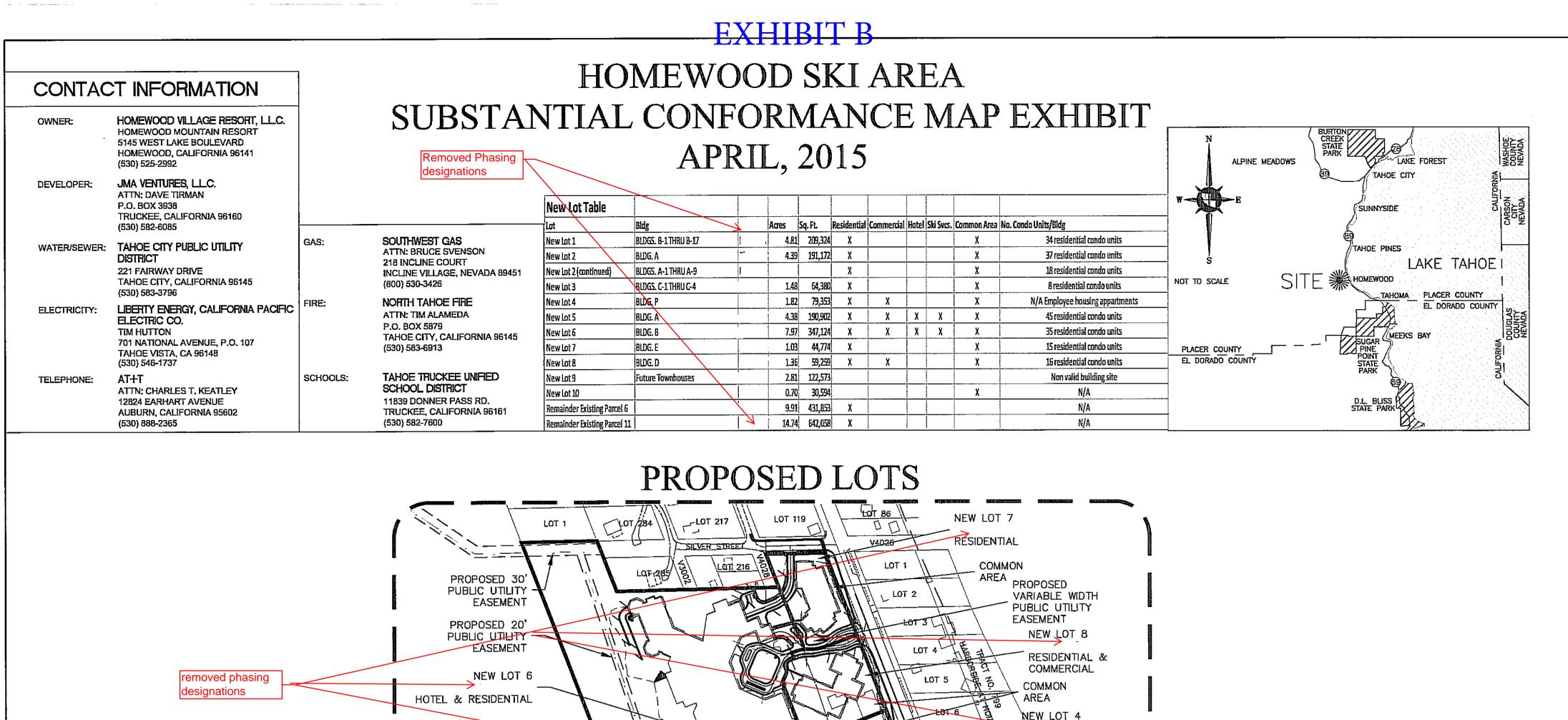
NEW PARCEL 3 - RESIDENTIAL

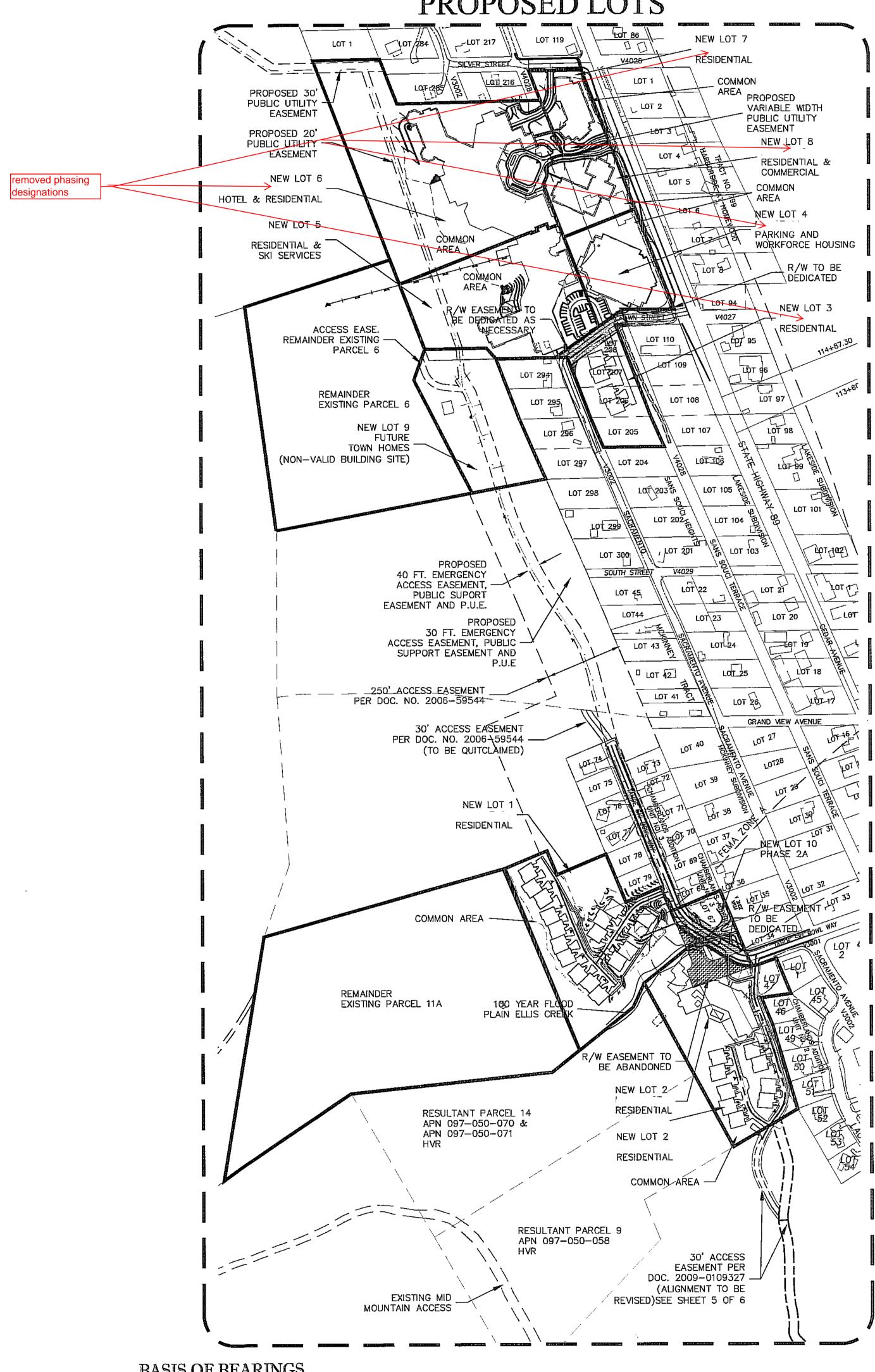
LEGEND	
LOT LINE ADJACENT LOT	CURB & GUTTER BUILDING
EASEMENT	HVR HOMEWOOD VILLAGE RESORTS,
N	
W	



BENCHMARK				
DESIGNED BY	DRAWN BY			
CHECKED BY	DATE SURVEYED	-		
APPROVED BY	NO.	DATE	MARK	REVISIONS







added note NOTE: PHASING SUBJECT TO DRC REVIEW AND APPROVAL

	The second secon	THE PARTY OF THE P
LEGEND	BASIS OF BEARINGS	PLANNING DIRECTOR'S DETERMINATION
PROJECT BOUNDARY	THE BASIS OF BEARINGS FOR THIS PROJECT IS NAD 1983(94) CALIFORNIA SATE PLANE ZONE 2 (GROUND). THE GROUND TO GRID FACTOR IS 0.99961521	The configuration of the Lots, Roads, and Open Space shown hereon is substantially the same as the Vesting Tentative Map for the Homewood Mountain Resort Ski Area Master Plan Project and the conditions of project approval (PGPA 20110329) are applicable to this configuration and conform to the approved environmental document and all established mitigation measures. The Vesting Tentative Maparcel boundaries have not changed from the original approval; however, a 2014 settlement agreement
LOT LINE		resulted in the overall reduction of 13 residential units. This map exhibit reflects adjustments to the unit density per lot.
ADJACENT LOT		I hereby approve this configuration and determine that the future Final Map based upon this configuration may be processed by relying upon the existing conditions of approval for the Homewood Mountain
EASEMENT		Resort Ski Area Master Plan Project.
CURB & GUTTER		Date: 5.6.5 By: Michael J. Johnson, AICP
BUILDING		COUNTY SURVEYOR'S DETERMINATION The configuration of the Lots, Roads, and Open Space shown hereon is substantially the same as the Vesting Tentative Map for the Homewood Mountain Resort Ski Area Master Plan Project and the
WATER		conditions of project approval (PGPA 20110329). I hereby determine that the future Final Map based upon this configuration will be found to be in substantial conformance with the approved Vesting
HVR HOMEWOOD VILLAGE RESORTS, LLC		Tentative Map dated September 2011 for the Homewood Mountain esort Ski Area Master Plan Project
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Nichols Consulting Engineers, Chtd. Engineering & Environmental Services

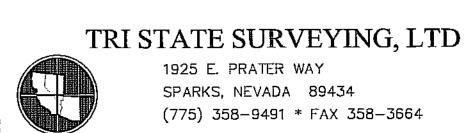
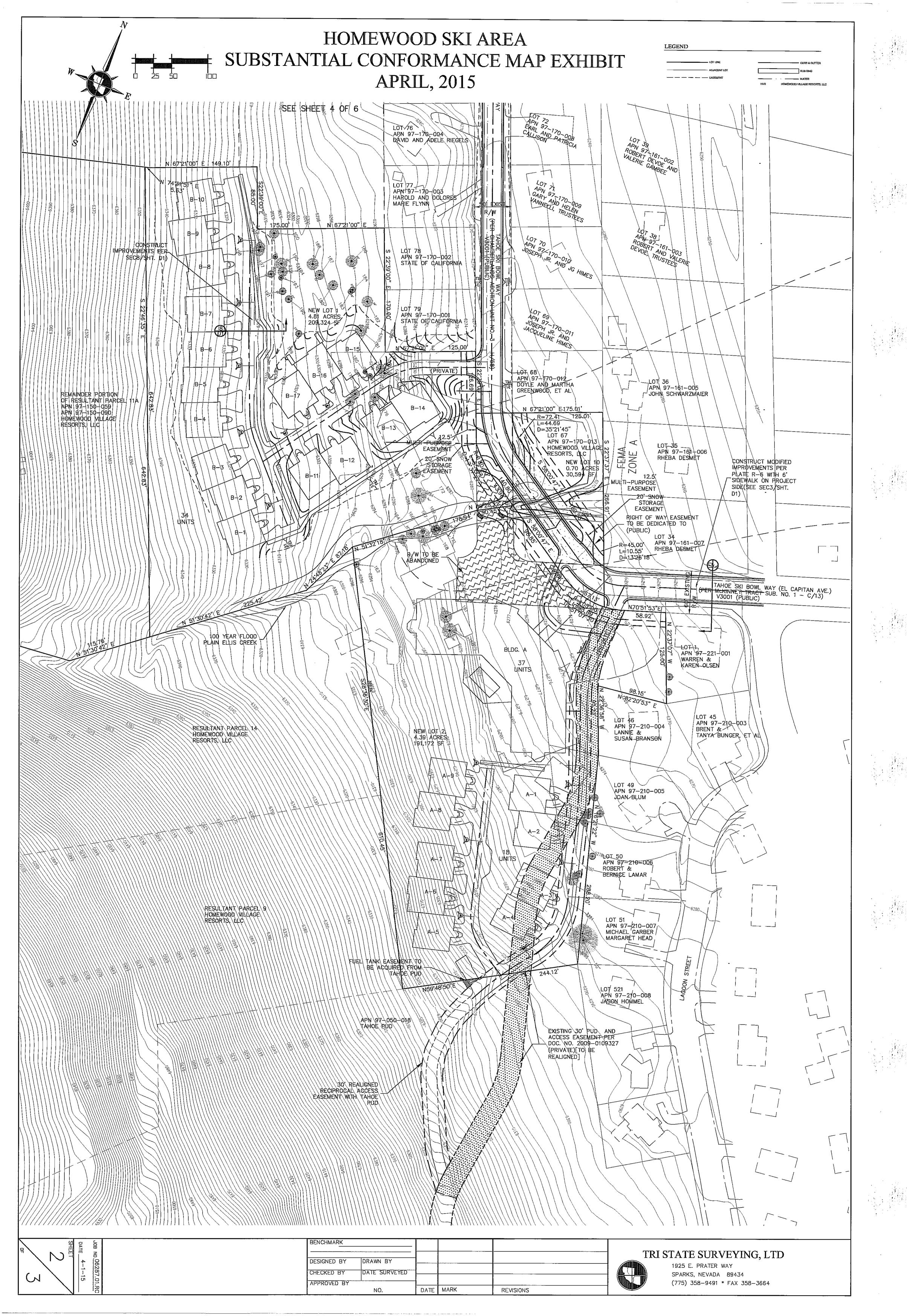


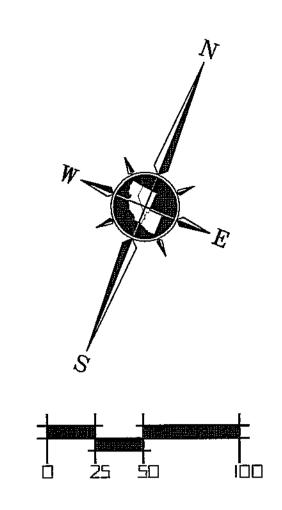
EXHIBIT B

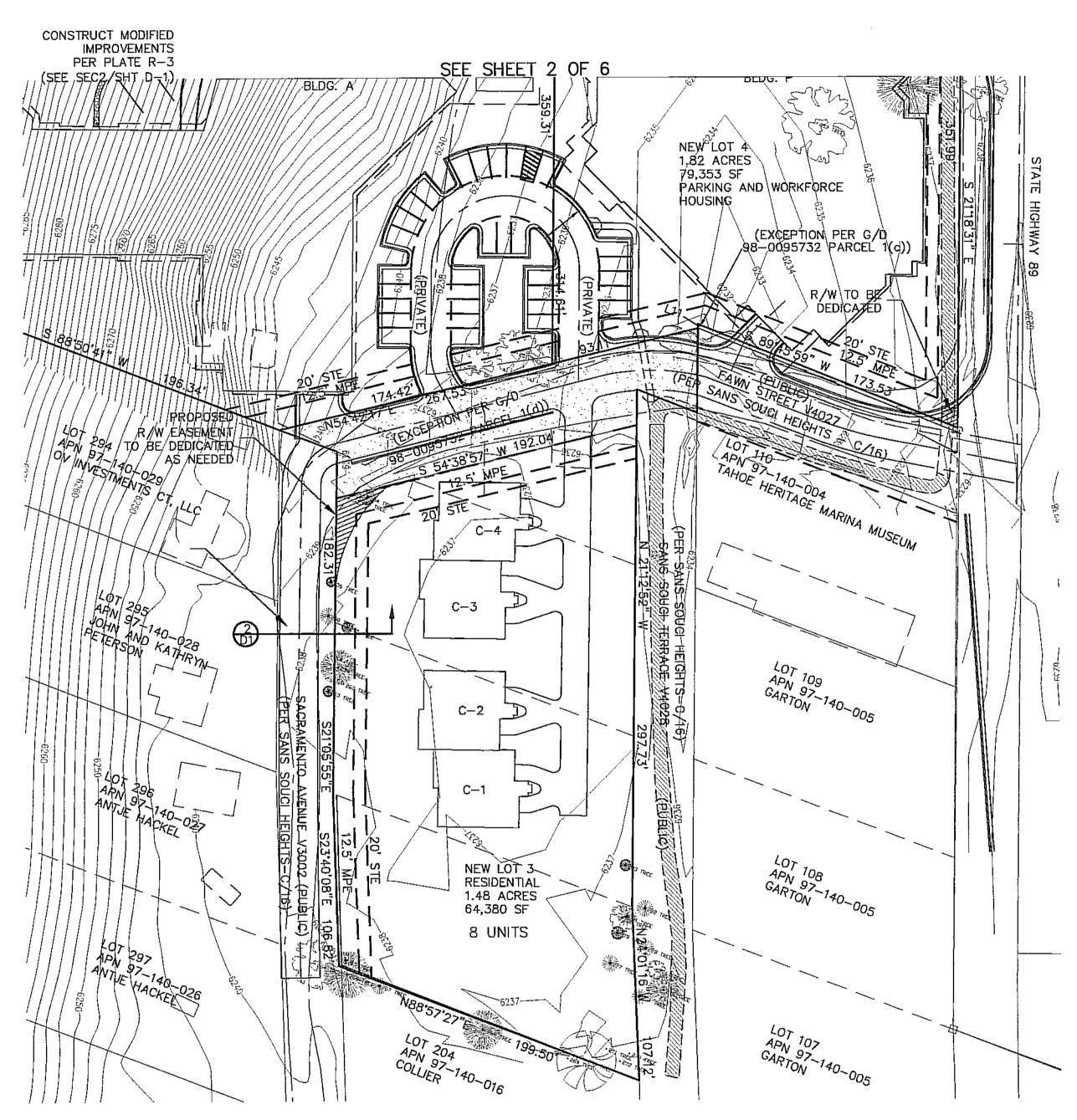
BENCHMARK DESIGNED BY RRH DRAWN BY DCC DATE SURVEYED CHECKED BY APPROVED BY MARK/REVISIONS DATE LHS

1885 S. Arlington Ave., Suite #111 Reno, NV 89509 Ph: (775) 329-4955 Fx: (775) 329-5098



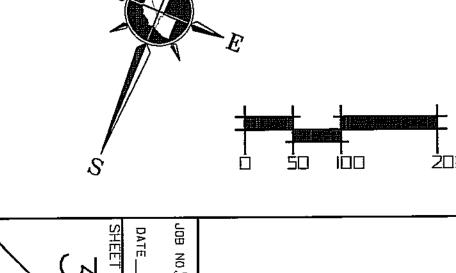
HOMEWOOD SKI AREA SUBSTANTIAL CONFORMANCE MAP EXHIBIT APRIL, 2015



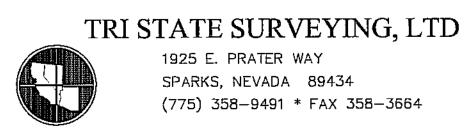


NEW PARCEL 3 - RESIDENTIAL

LEGEND	
LOT LINE ADJACENT LOT	CURB & GUTTER BUILDING
EASEMENT	HVR HOMEWOOD VILLAGE RESORTS,
N	
W	



BENCHMARK				
DESIGNED BY	DRAWN BY			
CHECKED BY	DATE SURVEYED	-		
APPROVED BY	NO.	DATE	MARK	REVISIONS



RECORD AND WHEN RECORDED RETURN TO:

County of Placer Attention: Clerk of the Board 175 Fulweiler Ave Auburn, CA 95603



PLACER, County Recorder JIM MCCAULEY DOC- 2012-0015355-00

WEDNESDAY, FEB 22, 2012 13:45:44
MIC \$0.00 | AUT \$0.00 | SBS \$0.00
ERD \$0.00 | RED \$0.00 | * \$0.00
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02174458 clkfpmlfj1/GV/1-37

DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF PLACER AND HOMEWOOD VILLAGE RESORTS, LLC

HOMEWOOD MOUNTAIN RESORT SKI AREA MASTER PLAN

RELATIVE TO THE

EXHIBIT C

DEVELOPMENT AGREEMENT RELATIVE TO THE HOMEWOOD MOUNTAIN RESORT SKI AREA MASTER PLAN

This Development Agreement is entered into this 6th day of December, 2011, by and between the County of Placer, a subdivision of the State of California ("County"), and Homewood Village Resorts, LLC, a California limited liability corporation ("Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

- A. <u>Authorization</u>. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "**Development Agreement Statute**"), which authorizes the County of Placer and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.
- B. <u>Property</u>. The subject of this Agreement is the development of those certain parcels of land described in <u>Exhibit A-1</u> and shown on <u>Exhibit A-2</u> attached hereto (hereinafter the "**Property**"). Developer owns the Property and represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.
- C. <u>Hearings</u>. On October 18, 2011, the County Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the County Board of Supervisors ("**Board**") approve this Agreement.
- D. <u>Environmental Impact Report</u>. On December 6, 2011, the Board, in Resolution No. 2011-327, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse No. 2008092008) for the Homewood Mountain Resort Ski Area Master Plan in accordance with the California Environmental Quality Act ("CEQA"). Mitigation measures were suggested in the EIR and are incorporated to the extent feasible in the Master Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the Board concurrently with this Agreement.
- E. <u>Entitlements</u>. Following consideration and certification of the aforementioned EIR and of CEQA related findings, the Board adopted a Statement of Overriding Considerations with respect to and approved the following land use approvals for the Property, which approvals are the subject of this Agreement:
 - 1. The amendments to the West Shore Area General Plan as approved by the Placer County Board of Supervisors on December 6, 2011, in Resolution No. 2011-238;

- 2. Tentative Map No. PSUB 20070812 for the Homewood Mountain Resort, Phase 1 and Phase 2, as approved by the Placer County Board of Supervisors on December 6, 2011;
- 3. Conditional Use Permit No. PGPA 20110329 for the Homewood Mountain Resort, as approved by the Placer County Board of Supervisors on December 6, 2011;
- 4. This Development Agreement, as approved by the Placer County Board of Supervisors on December 6, 2011, by adopting Ordinance No. 5659-B (the "Adopting Ordinance").

The approvals described in paragraphs 1 through 4, inclusive are referred to herein collectively as the "Entitlements." Development of the Property consistent with the Entitlements is referred to herein as the "Project."

- F. General Plans. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the Placer County General Plan and the West Shore Area General Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, or by state or federal law, the applicable County laws, rules, regulations, ordinances and policies shall be as set forth in the Entitlements as of the Effective Date hereof.
- G. <u>Development Agreement Ordinance</u>. County and Developer have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the County.

ARTICLE 1. GENERAL PROVISIONS

- 1.1 <u>Incorporation of Recitals</u>. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.
- 1.2 <u>Property Description and Binding Covenants</u>. The Property is that property described in <u>Exhibit A-1</u> and shown in <u>Exhibit A-2</u>. Upon satisfaction of the conditions to this Agreement becoming effective and recordation of this Agreement pursuant to Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "**Developer**" shall mean and refer to the person or entity described in the preamble above and the signature page to this Agreement below and each and every subsequent purchaser or transferee of the Property or any portion thereof from Developer.

1.3 Term.

1.3.1 <u>Commencement; Expiration</u>. The term of this Agreement ("Term") shall commence upon the effective date of the Adopting Ordinance approving this Agreement (the "Effective Date"). This Agreement shall be recorded against the Property at Developer's

expense within ten (10) days after County enters into this Agreement, as required by California Government Code Section 65868.5.

The Term of this Agreement shall extend for a period of twenty (20) years after the Effective Date, unless said Term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect.

- that this Agreement or any of the Entitlements or the EIR or any subsequent approvals or permits required to implement the Entitlements are subjected to legal challenge by a third party, other than Developer, and Developer is unable to proceed with the Project due to such litigation (or Developer gives written notice to County that it is electing not to proceed with the Project until such litigation is resolved to Developer's satisfaction), the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Developer, be extended and tolled during such litigation until the entry of final order or judgment upholding this Agreement and/or Entitlements, or the litigation is dismissed by stipulation of the parties. Similarly, if Developer is unable to develop the Property due to the imposition by the County or other public agency of a development moratorium, then the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Developer, be extended and tolled for the period of time that such moratorium prevents such development of the Property.
- Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of County and Developer (and/or any successor owner of any portion of the Property to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects the approved Specific Plan land use designation or zoning of less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. If the proposed amendment or minor modification would significantly reduce the amount of revenue anticipated to be received by County to the extent that County is unable to fund or maintain facilities and/or service commitments to the Property, Developer agrees County may adjust or modify any fee or assessment to mitigate the impact. The parties acknowledge that under the County Zoning Ordinance and applicable rules, regulations and policies of the County, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the Board of Supervisors. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the Term of this Agreement, (ii) permitted uses of the Project, (iii) density or intensity of use, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) monetary contributions by Developer, and that may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the County shall cause any amendment hereto and any other termination hereof to be recorded, at Developer's expense, with the County Recorder within ten (10) days after County executes such amendment or termination. Any amendment or termination of this Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

- 2.1 <u>Permitted Uses</u>. The permitted uses of the Property, the density and intensity of use, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements and this Agreement.
- 2.2 <u>Vested Entitlements</u>. Subject to the provisions and conditions of this Agreement, County agrees that County is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement, the Entitlements and all of the rules, regulations, ordinances, specifications, standards, and officially adopted policies in force as of the Effective Date, including, but not limited to the Placer County Code (collectively, the "Applicable Rules").
 - 2.3 Reserved.
 - 2.4 Rules, Regulations and Official Policies.
- 2.4.1 Conflicting Ordinances or Moratoria. Except as provided in this Article 2, and subject to applicable law relating to the vesting provisions of development agreements, any change in, or addition to, the Applicable Rules, including, without limitation, any change in the General Plan, Placer County Code or other rules and policies adopted or becoming effective after the Effective Date, including, without limitation, any such change by ordinance, County Charter amendment, initiative, referendum (other than a referendum that specifically overturns the County's approval of the Entitlements), resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Board of Supervisors, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict with or be more restrictive than the Applicable Rules of this Agreement, shall not be applied to the Project unless such changes are expressly allowed by this Agreement or consented to in writing by Developer. Notwithstanding anything to the contrary above, Developer shall be subject to any changes to the Placer County Code sections regarding the construction and engineering design standards for both the public and the private improvements provided that those changes do not materially change the Project's permitted floor area, height, density, set back requirements, open space requirements or allowed uses, and are generally applicable on a county-wide basis or within the Lake Tahoe Basin of Placer County, except in the event of a natural disaster as found by the Board of Supervisors such as floods, earthquakes and similar disasters.

- 2.4.2 <u>Application of Changes Required by State or Federal Law</u>. Nothing in this Section 2.4 shall preclude the application to development of the Property of changes in County laws, regulations, plans or policies, the terms of which are specifically mandated or required by changes in State or Federal laws or regulations. To the extent that such changes in County laws, regulations, plans or policies prevent, delay or preclude compliance with one or more provisions of this Agreement, County and Developer shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.
- 2.4.3 <u>Authority of County</u>. This Agreement shall not be construed to limit the authority or obligation of County to hold necessary public hearings, or to limit discretion of County or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by County or any of its officers or officials, provided that subsequent discretionary actions shall comply with the Applicable Rules and shall not unreasonably prevent or delay development of the Property.
- 2.4.4 <u>Timing of Development; Effect of Pardee Decision</u>. Because the California Supreme Court held in <u>Pardee Construction Co. v. City of Camarillo</u>, 37 Cal.3d 465 (1984) that failure of the parties to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the intent of the Developer and County to cure that deficiency by acknowledging and providing that Developer shall have the right (without the obligation) to develop the Property in such order and at such rate and at such time as it deems appropriate within the exercise of its subjective business judgment, subject to the terms of this Agreement.

2.5 Application, Development and Project Implementation Fees.

- 2.5.1 <u>Application, Processing and Other Fees and Charges</u>. Developer shall pay those application, processing, inspection and plan checking fees and charges as may be required on a Countywide basis or within the Lake Tahoe Basin of Placer County by County under then current regulations for processing applications and requests for any subsequent entitlements, permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder.
- 2.5.2 <u>Development Mitigation Fees</u>. Consistent with the terms of this Agreement, County shall have the right to impose and Developer agrees to pay such development fees, impact fees and other such fees levied or collected by County to offset or mitigate the impacts of development of the Property and which will be used to pay for public facilities attributable to development of the Property as have been adopted by County, or as have been adopted by a joint powers authority of which the County is a member, in effect on the Effective Date of this Agreement ("**Development Mitigation Fees**"). The Development Mitigation Fees are:
 - <u>Placer County Code Article 13.12</u>: Sewer service system annexation and connection fees
 - <u>Placer County Code Article 15.28</u>: County road network capital improvement program traffic fee: Tahoe Resort District

<u>Placer County Code Article 15.30</u>: County public facilities fee

<u>Placer County Code Article 15.34 and Sections 16.08.100 and 17.54.100(D)</u>:

Parks and recreation facilities fees

Nothing in this Section shall limit the ability of Developer to receive credit against applicable Development Mitigation Fees for certain public infrastructure improvements constructed by Developer, as specified in other sections of this Agreement.

- 2.5.3 New Development Mitigation Fees. In the event that the County, or a joint powers authority or other agency of which the County currently is or during the term of the Agreement becomes a member of, adopts a new development mitigation fee or impact fee on new development after the Effective Date of the Agreement in accordance with the Mitigation Fee Act (Government Code section 66000 et seq.) or other applicable law (a "New Development Mitigation Fee"), and the New Development Mitigation Fee is applicable on a county-wide basis or within the Lake Tahoe Basin in Placer County and includes all or any portion of the Property, Developer shall be required to pay any such applicable New Development Mitigation Fee, except as otherwise provided herein.
- 2.5.4 <u>Project Implementation Fees</u>. Developer acknowledges that the requirement to comply with the Mitigation Fee Act shall only apply with respect to any New Development Mitigation Fee that may be adopted by the County or such joint powers authority or other agency. As partial consideration for this Agreement and to offset certain anticipated impacts of project approval, the costs of which may not otherwise be calculable at this time, Developer agrees to pay, and specifically waives any objection to County's lack of compliance with the Mitigation Fee Act or other applicable law in the calculation of, each of the following fees (a "Project Implementation Fee"):
 - 2.5.4.1 Fanny Bridge Construction Fee. Developer shall pay a Fanny Bridge Construction Fee of Two Hundred Fifty Thousand Dollars (\$250,000.00) to provide for the Project's fair share partial funding for the construction of the Fanny Bridge. The fee shall be payable in installments at the time of issuance of building permits in accordance with Master Plan Phasing as set forth in Section 3.5.26 of the Final Environmental Impact Report, or as otherwise approved by the County. The amount of the fee to be paid in each installment shall be based upon the number of offsite Summer Peak Hour PM Trips generated by that portion of the Project as a proportion of the total off-site Summer Peak Hour PM Trips generated by the entire Project,. Table 9-11A in the Final Environmental Impact Report shall be utilized for estimating the number of off-site Summer Peak Hour PM Trips to calculate the amount of the fee to be paid in each installment. In the event the Fanny Bridge is constructed prior to payment of the total Fanny Bridge Construction Fee, the obligation to pay the installments as set forth in this Section 2.5.4.1 shall remain in effect and the funds shall be applied to other road improvement projects in the Lake Tahoe Basin of Placer County. This Fanny Bridge Construction

Fee shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities Construction Cost Index in the Engineering News Record until paid.

- 2.5.4.2 <u>EIP Fee.</u> Developer shall pay a fee of Two Hundred Fifty Thousand Dollars (\$250,000.00) to provide partial funding for the construction by Placer County of environmental improvement projects (EIP) in the Lake Tahoe Basin to reduce stream degradation and sediment runoff prior to the issuance of the first building permit for the Project. This EIP Fee shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities Construction Cost Index in the Engineering News Record until paid.
- 2.5.5 Adjustment of Development Mitigation Fees and New Development Mitigation Fees. County may, in its discretion, adjust Development Mitigation Fees and New Development Mitigation Fees from time-to-time when it deems it necessary and in the interests of the County to do so. All such adjustments shall be done in accordance with County policy governing the assumptions and methodology governing adjustments of County fees generally and in accordance with the Mitigation Fee Act or other applicable law; provided, however, up through the fifth anniversary of the Effective Date of this Agreement, the Developer shall pay the amount of the Development Mitigation Fees and New Development Mitigations Fees in effect as of the Effective Date..
- 2.5.6 <u>Payment of Fees</u>. Unless otherwise specifically provided in this Agreement, Development Mitigation Fees, New Development Mitigation Fees, and Project Implementation Fees shall be paid at the time of issuance of building permits and shall be paid in the amount in effect at the time of issuance of the building permit.

ARTICLE 3. DEVELOPER OBLIGATIONS

- 3.1 <u>Development, Connection and Mitigation Fees</u>. Except as otherwise specifically provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Developer shall be made at the time and in the amount specified by County ordinances in effect as of the Effective Date.
- 3.2 <u>Construction of State Highway 89 Road and Trail Improvements by Developer.</u> Developer shall be obligated to design, permit and construct improvements involving the following on State Highway 89 in accordance with the requirements set forth in this Section 3.2, and/or as otherwise required by Caltrans.
- 3.2.1 Northbound Bus Shelter. When constructing the frontage improvements on State Highway 89, Developer shall be required to design, permit (including, as and if necessary, an encroachment permit from Caltrans), and construct, at its sole cost and expense and without any right of reimbursement or fee credit from the County, a bus shelter with lighting on the east side of State Highway 89 generally in accordance with the schematic design as shown in Exhibit 3.2.1, subject to final design approval by County.

Development Agreement by and between the County of Placer and Homewood Village Resorts, LLC

- 3.2.1.1 <u>Completion of Design</u>. The right-of-way shall be offered for dedication and the design of the Northbound Bus Shelter shall be complete and approved by the County prior to the approval by County of the first set of improvement plans for the Project.
- 3.2.1.2 <u>Completion of Construction</u>. The construction of the Northbound Bus Shelter shall be complete and accepted by County prior to the issuance of the first certificate of occupancy for the first building permit on the Property. In the event the Northbound Bus Shelter is not then yet complete and accepted by County, County may withhold issuance of additional building permits for the Property until such time as the Northbound Bus Shelter is accepted by County or, at the sole discretion of the County, until Developer enters into an agreement acceptable to County providing for the completion of the Northbound Bus Shelter to the full satisfaction of County.
- 3.2.1.3 <u>Maintenance of Northbound Bus Shelter</u>. Upon completion of construction, Developer shall be responsible at its sole cost and expense and without any right of reimbursement from the County, to keep clean, maintain, including snow removal, and repair the Northbound Bus Shelter. Upon creation of a homeowners association or other entity associated with the Project, Developer shall assign the obligation set forth in this Section 3.2.1.3 to such entity.
- 3.2.2 <u>Southbound Frontage Improvements</u>. When constructing the frontage improvements on State Highway 89, as provided by this Section 3.2.2, Developer shall be required to design, permit (including, as and if necessary, an encroachment permit from Caltrans), and construct, at its sole cost and expense and without any right of reimbursement or fee credit from the County except as stated in Section 3.2.2.3, below, a bus pullout and Class I trail improvements on the west side of State Highway 89, subject to final design approval by the County, and/or as otherwise required by Caltrans.
- 3.2.2.1 <u>Completion of Design</u>. The design of the Southbound Frontage Improvements shall be complete and approved by the County prior to the approval of the first set of improvement plans for the Project.
- 3.2.2.2 <u>Completion of Construction</u>. The construction of the Southbound Frontage Improvements shall be complete and accepted by the County as part of the first set of improvement plans for the Project. In the event the Southbound Frontage Improvements are not then yet complete and accepted by County, County may withhold issuance of additional building permits for the Property until such time as the Southbound Frontage Improvements are constructed and accepted by County or, at the sole discretion of County, until Developer enters into an agreement acceptable to County providing for the completion of the Southbound Frontage Improvements to the full satisfaction of County. Developer shall be responsible for all costs of care and maintenance of the Southbound Frontage Improvements until such time as County accepts it. As a condition of acceptance, Developer shall warrant that the work shall be free of defects in workmanship and material for a period of one (1) year after acceptance.
- 3.2.2.3 <u>Fee Credit and Cost Reimbursement</u>. For design and construction of the Class 1 trail improvements only, Developer shall receive credit against its parks and recreation facilities fee obligations.

- 3.3 <u>Dedication of Trails for Public Use</u>. Developer shall improve those existing roads and trails as described in <u>Exhibit 3.3</u> (the "**Trails**") that are used for maintenance of and access to the existing ski resort to a standard that allows use by hikers during those time when the ski resort does not allow snow skiing (e.g., during the summer).
- 3.3.1 Recordation of Easements and Covenants. No later than recordation of the first final subdivision map, Developer shall record an easement and maintenance covenants, in a form approved by the County, which shall (1) allow non-motorized public use and access to the Trails during the periods of the year when the ski resort is not offering snow skiing and subject to the ski resort use; and (2) obligate Developer or its successors and assigns to maintain the Trails at no cost to the public. Developer agrees and acknowledges that the County shall have no obligation to accept for County ownership or in any way maintain the Trails, but that the purpose of the easement is to allow the general public the opportunity to utilize the Trails for general recreation purposes without payment of usage fees. The Developer shall provide signage, delineation, maps and/or other guidance devices to direct the public to the Trails.
- of any improvement plans, or recordation of a small lot final subdivision map for any development within an affected drainage shed of the Project, Developer shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues (the "Other Agency Approvals"), including, but not limited to, the Regional Water Quality Control Board ("RWQCB"). The requirement to obtain these Other Agency Approvals for all drainage facilities serving the drainage shed and/or any grading in the drainage shed prior to any development within such drainage shed shall apply whether or not Developer will be constructing all or only a portion the planned drainage facilities for development of the Property.

Prior to the construction of any improvements, Developer shall prepare and implement a Storm Water Pollution and Prevention Plan (SWPPP), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWPPP and as approved by the RWQCB and County. Developer shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading.

3.5 <u>School Fee Agreements</u>. Developer shall enter into a separate written agreement with the Tahoe-Truckee Unified School District prior to approval of final subdivision map for recordation or issuance of any residential building permit to mitigate the impacts of development of the Property on said District.

3.6 County Service Areas - Services

3.6.1 Formation. Prior to the recordation of the first final subdivision map for the Project or the first building permit, whichever occurs first, Developer consents to and shall assist with, be responsible for the costs of, and cooperate in the formation of one or more county service areas, or county service area zones of benefit within County Service Area No. 28, that includes the Property for the purposes of funding the services identified in Section 3.6.2 (a



"Services CSA"). Developer further consents to and shall cooperate in the establishment and imposition of any assessments, fees and charges as may be necessary in order to provide the funds for said services. Upon formation of a Services CSA, Developer hereby consents to the levy of such assessments, fees and charges as are necessary to fund the services obligations described in Section 3.6.2 in amounts consistent with Section 3.6.2 and hereby acknowledges that any such assessments, fees and charges are necessary to provide services in addition to those provided by County to the Property before the Project was approved. For the purposes of Article XIIID of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Services CSA will provide a "special benefit" to the Property as defined by said Article.

- 3.6.2 <u>Services</u>. The Services CSA shall provide the following funding required for new and/or enhanced services to be provided by County to the Property which would not have been necessary but for the approval of the Entitlements for the following purposes:
 - 1) Maintenance of Class 1 Trail and Beaches: \$6,250 per year



- 2) NPDES Water Quality Monitoring Program: \$3,000 per year
- 3) Any other service provided by the County to the Property that may be allowed by law to be funded through a county service area.
- 3.6.3 <u>Waiver of Protest</u>. Developer agrees, on behalf of itself and its successors in interest and subsequent homeowners' or similar associations, that Developer and its successors will participate in and will not protest the formation of a Services CSA or another similar such financing mechanism as may be required by the County to establish and collect funds through assessment or other means for the described services, and that they waive any and all rights to protest formation and continued assessment pursuant to the Majority Protest Act of 1931 (Streets and Highways Code §2800 et seq.) or any similar statute or constitutional provision whether currently existing or hereafter adopted, including but not limited to any provisions of California Constitution Article XIIIC.
- 3.6 <u>Disclosures to Subsequent Purchasers</u>. This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots, parcels and/or residential units within the Property, of all of the matters set forth herein. If Developer records any Property CC&Rs, such CC&Rs shall include disclosure of the existence of this Agreement and a summary of the material obligations contained herein.
- 3.7 <u>EIR Mitigation Measures</u>. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by County and are identified in the Mitigation Monitoring Plan as being a responsibility of Developer.
- 3.8 <u>Conditions of Approval</u>. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all conditions of approval for each of the Entitlements.

- 3.9 <u>Waiver</u>. In consideration of the benefits received pursuant to this Agreement, Developer, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the County of Placer or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement, that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Developer, or that are logically implied by this Agreement.
- 3.10 Project Site Sales/Use Tax Allocation. Provided that it does not cause an increase in the construction cost to Developer, Developer shall require that each qualifying contractor and/or subcontractor performing work associated with the Project on the Property with a contract value of Five Million Dollars (\$5,000,000.00) or more exercise its option to obtain a Board of Equalization sub-permit for the Property and to allocate all eligible sales and use tax payments to Placer County. Prior to commencement of any applicable construction activity on the Property, Developer shall require that each qualifying contractor and/or subcontractor provide Placer County with either (1) a copy of its sub-permit and Board of Equalization account number, or (2) a statement under penalty of perjury that sales or use tax does not apply to its portion of the work on the Property.

ARTICLE 4. COUNTY OBLIGATIONS

4.1 <u>County Cooperation</u>. County agrees to work in good faith with Developer, as it applies to County for permits that may be required by County and, to the extent applicable, other public, state and federal agencies. In the event State or Federal laws or regulations enacted after the Effective Date of this Agreement or action of any governmental jurisdiction other than the County prevents or precludes compliance with one or more provisions of this Agreement, or requires material modification of the Entitlements or a Subsequent Entitlement approved by County, Developer shall notify County in writing of the anticipated duration of any delay caused thereby, and, provided any such delay is not the fault of Developer, the parties agree that the provisions of this Agreement shall be extended as may be reasonably necessary to comply with such new State and Federal laws or regulations or the regulations of the other governmental jurisdictions.

4.2 Applications for Permits and Entitlements.

4.2.1 Action by County. County agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner. Accordingly, to the extent that the applications and submittals are in conformity with the Entitlements, Applicable Rules and this Agreement and adequate funding by Developer exists therefor, County agrees to diligently and promptly accept, review and take action on all subsequent applications and submittals made to County by Developer in furtherance of the Project. Similarly, County shall promptly and diligently review and approve improvement plans, conduct construction inspections and accept completed facilities. In the event County does not have adequate

personnel resources or otherwise cannot meet its obligations under this Section 4.3, and Developer enters into an agreement with County to pay all costs of County in conjunction therewith, County will utilize, consistent with County policy, outside consultants for inspection and plan review purposes at the sole expense of Developer. Notwithstanding the ability to hire such outside consultants, County may need to retain adequate staff to supervise the work of the consultants, which may require additional lead time and expense in order for the County to effectively and efficiently use the consultants to assist in this work. County will consult with Developer concerning the selection of the most knowledgeable, efficient and available consultants for purposes of providing inspection and plan review duties for the County and the Project.

- 4.2.2 Review and Approval of Improvement Plans, Final Subdivision Maps and Inspections. Timely review and approval of final subdivision maps, design review, and building permits, and inspection of constructed facilities and residential and non-residential dwellings is important in achieving the success of the Project. To assure these services will be provided to the Project on a timely basis, if Developer so requests, Developer and County may enter into a separate agreement on mutually agreeable terms that will establish the time periods for timely review, approval and inspections by County and the commitment of the Developer to pay all costs incurred by County to provide such timely review, approval and inspections. Unless such an agreement is entered into, nothing in this Agreement shall be construed to otherwise require County to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of County.
- 4.2.3 <u>Maps and Permits</u>. Provided that the necessary Services CSA has been or will at the time of the requested final approval be formed and authorized to levy the assessments, fee and charges against the Property in accordance with Section 3.6 hereof, and provided that Developer is in full compliance with the conditions of approval and the terms of this Agreement, County shall not refrain from approving subdivision final maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property that is consistent with the Entitlements and applicable County ordinances and provisions of the Subdivision Map Act.

Pursuant to the provisions of Government Code Section 66452.6(a), the term of any tentative subdivision map approved by the County for the Property is hereby extended to be co-terminus with the Term of this Agreement.

4.3 <u>Waiver of Protest Rights</u>. In conjunction with any proceedings creating an assessment district or other applicable financing mechanism for which provision is made in this Agreement, Developer, on behalf of itself and its successors in interest, waives herewith any right to protest that it may have.

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings or for purposes of cessation of processing, approving and/or issuing any Subsequent Entitlements or building permits.

After notice and expiration of the thirty (30)-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate this Agreement pursuant to California Government Code Section 65868 and regulations of County implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the Board of Supervisors within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and County regulations implementing such Sections.

Following consideration of the evidence presented in said review before the Board of Supervisors, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this Section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

5.2 Annual Review. County shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. A finding by County of good faith compliance by Developer with the terms of this Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer shall be responsible for the cost reasonably and directly incurred by the County to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the County of the bill for such costs.

Upon not less than thirty (30) days' written notice by the County, Developer shall provide such information as may be reasonably requested and deemed to be required by the Planning director in order to ascertain compliance with this Agreement.

In the same manner prescribed in Article 7, the County shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the Board of Supervisors, or if the matter is referred to the Planning Commission, before the Planning Commission.

If County takes no action within thirty (30) days following the hearing required under this Section 5.2, Developer shall be deemed to have complied in good faith with the provisions of this Agreement.

- 5.3 <u>Remedies Upon Default by Developer</u>. No building permits shall be approved or issued or applications for building permits accepted for any improvement to or structure on the Property if the applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.
- 5.4 Permitted Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state of federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance ("Permitted Delay"). If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the Permitted Delay, or longer as may be mutually agreed upon.
- 5.4.1 <u>Permitted Extensions by County</u>. In addition to any extensions to the time for performance of any obligation due to a Permitted Delay, the County, in its sole discretion (acting through the County Executive Officer or designee) may extend the time for performance by Developer of any obligation hereunder. Any such extension shall not require an amendment to this Agreement, so long as such extension only involves the time for performance thereof and does not change the obligations to be performed by Developer as a condition of such extension.
- 5.5 <u>Legal Action; No Obligation to Develop.</u> In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation; provided, however, that the Developer, its successors and assigns hereby waive any and all claims for monetary damages against County arising out of this Agreement at any time, except for monetary claims for any refunds of any credits or payments of any reimbursements otherwise payable to Developer hereunder. All legal actions shall be initiated in either the Superior Court

of the County of Placer or County of Sacramento, State of California, or in the Federal District Court in the Eastern District of California.

By entering this Agreement, Developer shall not be obligated to develop the Property, and, unless Developer seeks to develop the Property, Developer shall not be obligated to install or pay for the costs to install any infrastructure, or Public Facilities, or to otherwise perform any obligation under this Agreement.

- 5.6 Effect of Termination. If this Agreement is terminated following any event of default of Developer or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the County. Furthermore, no termination of this Agreement shall prevent Developer from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the County that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.
- 5.7 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement, or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

ARTICLE 6. HOLD HARMLESS AND COOPERATION

6.1 <u>Hold Harmless</u>. Developer and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold County, its elective and appointive boards, commissions, officers, agents, and employees harmless from any costs, expenses, damages, liability for damages or claims of damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Developer, or of Developer's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Developer, or by any of Developer's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or Developer's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of County. The foregoing indemnity obligation of Developer shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by County.

In addition to the foregoing indemnity obligation, Developer agrees to and shall defend, indemnify and hold County, its elective and appointive boards, commissions, officers, agents and employees harmless from any and all lawsuits, claims, challenges, damages, expenses, costs, including attorneys fees that may be awarded by a court, or in any actions at law or in equity arising out of or related to the processing, approval, execution, adoption or implementation of the Project, the Entitlements, this Agreement, or the environmental documentation and process associated with the same, exclusive of any such actions brought by Developer, its

successors-in-interests or assigns. The County shall retain the right to appear in and defend any such action or lawsuit on its own behalf regardless of any tender under this provision. Upon request of County, Developer shall execute an indemnification agreement in a form approved by County Counsel.

6.2 <u>Cooperation in the Event of Legal Challenge</u>. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

ARTICLE 7. GENERAL

- 7.1 Enforceability. The County agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable according to its terms by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by County, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.
- 7.2 <u>County Finding</u>. The County hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.
- 7.3 <u>Third-Party Beneficiaries</u>. This Agreement is made and entered into for the sole protection and benefit of Developer and County and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.
- 7.4 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.
- 7.5 <u>Notices</u>. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the County shall be addressed as follows:

Director, Community Development Resources Agency County of Placer 3091 County Center Drive Auburn, CA 95603

With a copy to:

County Executive Officer County of Placer

175 Fulweiler Ave. Auburn, CA 95603

Notice required to be given to the Developer shall be addressed as follows:

Homewood Village Resorts, LLC P. O. Box 3938 Truckee, CA 96160

With a copy to:

JMA Ventures, LLC Four Embarcadero Center, Suite 3100 San Francisco, CA 94111

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

- Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.
- 7.7 <u>Construction</u>. This Agreement shall be subject to and construed in accordance and harmony with the Placer County Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.
- 7.8 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.
- 7.9 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. County acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

- 7.10 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this Section. County acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. County will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:
 - (a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.
 - (b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to County in the manner specified herein for giving notices, may request to receive written notification from County of any default by Developer in the performance of Developer's obligations under this Agreement.
 - (c) If County receives a timely request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, County shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Agreement.
 - (d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Provided, however, notwithstanding anything to the contrary above, any Mortgagee, or the successors or assigns of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Land Use Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to the County.
 - (e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict County's ability pursuant to Section 6.5 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

- Assignment. From and after recordation of this Agreement against the Property, Developer, and Developer's successors in interest, shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Developer, or its successors in interest, as applicable, and assumption by the assignee of such assignment in the form attached hereto as Exhibit 7.11, and the conveyance of Developer's interest in the Property related thereto, Developer shall, subject to the County's approval not to be unreasonably withheld, conditioned, or delayed, be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the Developer, with all rights and obligations related thereto, with respect to such conveyed property.
- Allocation of Rights and Responsibilities to Assignees. Developer shall have the right to contractually allocate with any proposed purchaser, transferee or assignee of any portion of the Property the rights and obligations of the Developer hereunder with respect to such portion of the Property, including, without limitation, permitted density and/or other development rights, and the right and obligation to perform EIR Mitigation Measures or Conditions of Approval; pay Development Mitigation Fees, New Development Mitigation Fees, Project Implementation Fees, NPDES permit fees or any other applicable fees; construct required improvements including the Northbound Bus Shelter, Southbound Frontage Improvements, Trails; or defend and indemnify County, all of which shall be set forth in a written assignment and assumption agreement between Developer and the proposed purchaser, transferee or assignee. Upon the execution of a written assignment and assumption agreement between Developer and the proposed purchaser, transferee or assignee that has been approved by County pursuant to Section 7.11, Developer shall automatically be released from any obligations to County under this Agreement with respect to the Property and obligations so transferred.
- 7.13 Entire Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties. This Agreement may be signed in identical counterparts, and the signature pages and consents, together with appropriate acknowledgments, may be removed from the counterparts and attached to a single counterpart, which shall all be considered a fully-executed original for all persons and for purposes of recordation hereof.

IN WITNESS WHEREOF, the County of Placer, a political subdivision of the State of California, has authorized the execution of this Agreement in duplicate by its Chair, and attested to by the Board Clerk under the authority of Ordinance No. 5659-B adopted by the Board of Supervisors on the 6th day of December, 2011.

THE PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE

COUNTY OF PLACER: By: Robert Weygandt Chair, Board of Supervisors ATTEST: Ann Holman **Board Clerk** APPROVED AS TO FORM: Scott H. Finley KARIN E. SCHWAB Supervising Deputy County Counsel **DEVELOPER:** Homewood Village Resorts, LLC Name ARTHUX K.CHARMAN Title: MANAGING PARTNEX

ACKNOWLEDGMENT

State of California County of Placer	_)
On February 10, 2012 before me	e, Melissa Poplin, Notary Public (insert name and title of the officer)
personally appearedRobert Weygandt	t .
subscribed to the within instrument and acknowledge in the his/her/their authorized capacity(ies), and that person(s), or the entity upon behalf of which the light certify under PENALTY OF PERJURY under	vevidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in it by his/her/their signature(s) on the instrument the the person(s) acted, executed the instrument.
paragraph is true and correct.	
WITNESS my hand and official seal.	MELISSA POPLIN COMM. # 1954397 NOTARY PUBLIC - CALIFORNIA PLACER COUNTY MY COMM. EXP. OCT. 27, 2015
Signature Williams	(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Here Insert Name and Title of the Officer Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ate subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature
ONAL may prove valuable to persons relying on the document
attachment of this form to another document.
est Abreenest
Number of Pages:
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
☐ See Attached Document (Notary to cross out lines 1–6 below) ☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], <i>not</i> Notary)		
	·	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)	
State of California		
County of Piacer		
County of	Subscribed and sworn to (or affirmed) before me on this	
	day of Jan, 20 12, by Month Arthur K. Chapman Name of Signer	
	Date Month Year	
	(1) Arthur K. Chapman,	
LEE FRASER-SHONTZ	proved to me on the basis of satisfactory evidence	
Commission # 1885121 Notary Public - California	to be the person who appeared before me (.) (,)	
Nevada County }	(and	
My Comm. Expires May 2, 2014	(2)	
	Name of Signer	
	proved to me on the basis of satisfactory evidence	
	to be the person who appeared betore me.)	
	Signature	
	Signature of Notary Public	
Place Notary Seal Above	PTIONAL	
Though the information below is not required by law	v it may prove	
valuable to persons relying on the document and fraudulent removal and reattachment of this form to a	could prevent OF SIGNER #1 OF SIGNER #2	
Further Description of Any Attached Document		
Title or Type of Document: De Jelponit	Agreema	
Document Date: Number of	of Pages:	
Signer(s) Other Than Named Above:		

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EXHIBIT A-1

HOMEWOOD VILLAGE RESORT, LLC TENTATIVE MAP LEGAL DESCRIPTIONS

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

RESULTANT PARCEL 10:

ALL THAT PORTION OF THE LAKESIDE AND SANS SOUCI HEIGHTS SUBDIVISIONS REVERTED TO ACREAGE AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP REVERTING PORTIONS OF SANS SOUCI HEIGHTS AND LAKESIDE SUBDIVISION TO ACREAGE" AS FILED IN BOOK "J" OF MAPS, PAGE 24 IN THE OFFICE OF THE RECORDER OF PLACER OF PLACER COUNTY, ALSO A PORTION OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 16 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 118 OF LAKESIDE SUBDIVISION FILED IN BOOK "A" OF MAPS, PAGE 13 IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 89,

THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTH LINE OF SAID LOT, SOUTH 88° 59' 17" WEST (WEST RECORD), 176.67 FEET PER BOOK "J" OF MAPS, PAGE 24 TO THE NORTHWEST CORNER OF SAID LOT;

THENCE ALONG THE WEST LINE OF SAID LOT, SOUTH 21° 10' 43" EAST (SOUTH 20° 10' EAST RECORD), 105.5 FEET TO THE SOUTHWEST CORNER;

THENCE ALONG THE SOUTH LINES OF LOTS 216 AND 285 OF SANS SOUCI HEIGHTS FILED IN BOOK "C" OF MAPS, PAGE 16 IN SAID RECORDER'S OFFICE AND THEIR EASTERLY AND WESTERLY EXTENSIONS, SOUTH 88° 59' 17" WEST (WEST RECORD), 476.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 285;

THENCE ALONG THE WEST LINE OF SAID LOT AND IT.S NORTHERLY EXTENSION, NORTH 21° 10' 43" WEST (NORTH 20° 10' WEST RECORD), 157.50 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAUNDERS AND TAYLOR TRACT FILED IN BOOK "C" OF MAPS, PAGE 11 OF SAID RECORDER'S OFFICE;

THENCE ALONG THE SOUTH LINE OF SAID LOT, SOUTH 88° 59' 17" WEST (WEST RECORD), 220.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT;

THENCE SOUTH 21° 10' 43" EAST, 1053.50 FEET TO A POINT THAT BEARS, SOUTH 88° 59' 17" WEST (WEST RECORD) FROM THE SOUTHWEST CORNER OF LOT 293 OF SAID SANS SOUCI HEIGHTS; THENCE NORTH 88° 59' 17" EAST (EAST RECORD), 220.00 FEET TO SAID SOUTHWEST CORNER; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY EXTENSION, NORTH 88° 59' 17" EAST (EAST RECORD), 238 FEET TO THE NORTHWEST CORNER OF LOT 207 OF SAID SANS SOUCI HEIGHTS;

THENCE ALONG THE WEST LINE OF LOTS 207 AND 206, SOUTH 21° 10' 43" EAST (SOUTH 20° 10' EAST RECORD), 211.00 FEET;

THENCE ALONG THE WEST LINE OF LOT 205, SOUTH 23° 50' 43" EAST (SOUTH 22° 50' EAST RECORD), 107.50 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 88° 59' 17" EAST (EAST RECORD), 198 FEET TO THE SOUTHEAST CORNER OF SAID LOT 205;

THENCE ALONG THE EAST LINE OF SAID LOT, NORTH 23° 50' 43" WEST (NORTH 22° 50' WEST RECORD), 107.50 FEET;

THENCE ALONG THE EAST LINE OF LOTS 206 THROUGH 208, NORTH 21° 10' 43" WEST

(NORTH 20° 10' WEST RECORD), 316.50 FEET TO THE NORTHEAST CORNER OF LOT 208; THENCE NORTH 88° 59' 17" EAST (EAST RECORD), 40.00 FEET; THENCE NORTH 21° 10' 43" WEST (NORTH 20° 10' WEST RECORD), 52.00 FEET TO THE SOUTHWEST CORNER OF LOT 111 OF SAID LAKESIDE, SAID POINT ALSO BEING ON THE NORTH LINE OF FAWN STREET; THENCE ALONG SAID LINE NORTH 88° 59' 17" EAST (EAST RECORD), 176.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY 89; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 21° 10' 43" WEST (NORTH 20° 10' WEST RECORD), 844.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN FAWN STREET.

CONTAINING AN AREA OF 18.6 ACRES OF LAND, MORE OR LESS.

THIS PARCEL IS SUBJECT TO ALL RESERVATIONS AND EASEMENTS OF RECORD.

BASIS OF BEARINGS: NAD 1983(94), CALIFORNIA STATE PLANE ZONE 2.

NOTE: SAID LAND DESCRIBED AS RESULTANT PARCEL 10 IN THAT CERTIFICATE OF COMPLIANCE RECORDED MAY 25, 2010 AS INSTRUMENT NO. 2010-0039245 OF OFFICIAL RECORDS.

RESULTANT PARCEL 11A:

A PORTION OF PARCEL 11, AS DESCRIBED IN THAT GRANT DEED TO HOMEWOOD VILLAGE RESORTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JUNE 01, 2006, AS DOC-2006-0059542, PLACER COUNTY RECORDS BEING A PORTION OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 16 EAST, MDM, COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS SHOWN ON THAT "RECORD OF SURVEY", FILED ON FEBRUARY 07, 1978 AS BOOK 6 OF SURVEYS, PAGE 157, PLACER COUNTY RECORDS;

THENCE SOUTH 58° 16' 21" EAST, 2178.80 FEET TO THE SOUTHWEST CORNER OF RESULTANT PARCEL 13-A, RECORDED APRIL 15, 2008, IN M.B.R. DOCUMENT NO. 2008-0030326, OFFICIAL

RECORDS OF PLACER COUNTY, AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 11 THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 74° 18' 00" EAST, 826.09 FEET;
- 2) NORTH 67° 31' 17" EAST, 150.00 FEET;
- 3) SOUTH 22° 28' 43" EAST, 85.00 FEET;
- 4) NORTH 67° 31' 17" EAST, 175.00 FEET TO THE NORTHWEST CORNER OF LOT 78 CHAMBERLANDS ADDITION NO. 3 FILED IN BOOK "H" MAPS, PAGE 58 IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA;

THENCE ALONG THE WESTERLY LINE OF LOT 78 AND LOT 79 OF "CHAMBERLANDS ADDITION NO. 3", FILED IN BOOK "H" MAPS, PAGE 58, IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, SOUTH 22° 50' 32" EAST, 173.47 FEET TO THE SOUTHWEST CORNER OF SAID LOT 79;

THENCE DEPARTING SAID WESTERLY LINE ALONG THE SOUTHERLY LINE OF SAID PARCEL 11 THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 66° 57' 52" WEST, 74.38 FEET;
- 2) SOUTH 28° 26' 13" EAST, 268.25 FEET TO THE CENTERLINE OF HOMEWOOD CANYON A SEASONAL CREEK;
- 3) SOUTH 24° 48' 23" WEST, 86.40 FEET;
- 4) SOUTH 51° 59' 38" WEST, 345.29 FEET;
- 5) SOUTH 83° 47' 13" WEST, 371.16 FEET;
- 6) SOUTH 84° 35' 08" WEST, 294.43 FEET;
- 7) SOUTH 56° 22' 33" WEST, 421.35 FEET;

8) SOUTH 54° 43' 31" WEST, 82.43 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY LINE AND SEASONAL CREEK, NORTH 09° 33' 06" EAST, 806.69 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 18.60 ACRES OF LAND, MORE OR LESS.

THIS PARCEL IS SUBJECT TO ALL RESERVATIONS AND EASEMENTS OF RECORD.

BASIS OF BEARINGS: NAD 1983(94), CALIFORNIA STATE PLANE ZONE 2.

NOTE: SAID LAND DESCRIBED AS RESULTANT PARCEL 11-A IN THAT CERTIFICATE OF COMPLIANCE RECORDED MAY 25, 2010 AS INSTRUMENT NO. 2010-0039246 OF OFFICIAL RECORDS.

RESULTANT PARCEL 6A:

A PORTION OF PARCEL 6, AS DESCRIBED IN THAT GRANT DEED TO HOMEWOOD VILLAGE RESORTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JUNE 1, 2006, AS DOC-2006-0059542, PLACER COUNTY RECORDS BEING A PORTION OF FRACTIONAL SECTION 1, T14N, R16E, MDM, COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 1, AS SHOWN ON THAT "RECORD OF SURVEY", FILED ON FEBRUARY 7, 1978 AS BOOK 6 OF SURVEYS, PAGE 157, PLACER COUNTY RECORDS;

THENCE N 84°30′17" E, 1906.56 FEET TO THE NORTHWEST CORNER OF RESULTANT PARCEL 12-A, RECORDED APRIL 15, 2008, IN DOCUMENT NO. 2008-0030322, OFFICIAL RECORDS OF PLACER COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N 07°54′54″ W, 737.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 6:

THENCE ALONG SAID NORTHERLY LINE, N 72°19'40" E, 500.00 FEET, MORE OR LESS, TO THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF "SAUNDERS AND TAYLOR TRACT", FILED IN BOOK C OF MAPS PAGE 11, PLACER COUNTY RECORDS, FROM WHICH THE SOUTHWEST CORNER OF LOT 1 OF SAID "SAUNDERS AND TAYLOR TRACT", BEARS N 21°10'43"W, 702.56 FEET DISTANT;

THENCE S 21°10'43" E, 350.54 FEET;

THENCE ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, N 88°59'17" E, 220.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 293, AS SHOWN ON THAT TRACT OF "SANS SOUCI HEIGHTS", FILED IN BOOK C OF MAPS, PAGE 16, PLACER COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID SANS SOUCI HEIGHTS, S 21°10'43" E, 211.00 FEET TO THE SOUTHWEST CORNER OF LOT 295 OF SAID "SANS SOUCI HEIGHTS" TRACT MAP;

THENCE S 23°50′43″ E, 215.00 FEET TO THE SOUTHWEST CORNER OF LOT 297 OF SAID "SANS SOUCI HEIGHTS" TRACT MAP;

THENCE DEPARTING SAID WESTERLY LINE, S 79°24′10″ W, 900.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 12.52 ACRES OF LAND, MORE OR LESS.

THIS PARCEL IS SUBJECT TO ALL RESERVATIONS AND EASEMENTS OF RECORD.

BASIS OF BEARINGS: NAD 1983(94), CALIFORNIA STATE PLANE ZONE 2.

NOTE: SAID LAND DESCRIBED AS RESULTANT PARCEL 6-A IN THAT CERTIFICATE OF COMPLIANCE RECORDED MAY 25, 2010 AS INSTRUMENT NO. 2010-0039240 OF OFFICIAL RECORDS.

RESULTANT PARCEL 15:

LOT 67 AS SHOWN ON THE MAP OF "CHAMBERLANDS ADDITION UNIT NO. 3", FILED FOR RECORD ON OCTOBER 29, 1964 IN BOOK H OF MAPS, PAGE 58, PLACER COUNTY RECORDS AND LOTS 47 AND 48 AND A PORTION OF LOTS 49, 50 AND 51 AS SHOWN ON THE MAP OF "CHAMBERLANDS ADDITION UNIT NO. 2", FILED FOR RECORD ON MARCH 13, 1963 IN BOOK H OF MAPS, PAGE 6, PLACER COUNTY RECORDS BEING A PORTION OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 16 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 67, SAID "CHAMBERLANDS ADDITION NO. 3", THENCE FROM SAID POINT OF BEGINNING, SOUTH 66° 49' 47" WEST (SOUTH 68° 32' WEST RECORD), 50.00 FEET TO A POINT ON THE WEST LINE OF TAHOE SKI BOWL WAY; THENCE ALONG SAID LINE, NORTH 23° 10' 13" WEST (NORTH 21° 28' WEST RECORD), 85.00 FEET TO THE SOUTHEAST CORNER OF LOT 79 OF SAID CHAMBERLANDS; THENCE ALONG THE SOUTH LINE OF SAID LOT AND ITS WESTERLY EXTENSION, SOUTH 66° 49' 47" WEST (SOUTH 68° 32' WEST RECORD), 200.00 FEET; THENCE SOUTH 29° 07' 43" EAST, 878.36 FEET, TO A POINT THE NORTHERLY LINE OF THAT CERTAIN PAGES AND ASSOCIATED IN PROCESSION OF THE SOUTH ASSOCIATED IN PAGE ASSOCIATED IN PAGE ASSOCIATED IN CARD.

CERTAIN PARCEL RECORDED IN BOOK 2730, OFFICIAL RECORDS, PAGE 765 IN SAID RECORDER'S OFFICE;

THENCE ALONG SAID LINE, NORTH 59° 19' 30" EAST (NORTH 61° 01' 43" EAST RECORD), 244.51 FEET TO THE MOST SOUTHERLY CORNER OF LOT 51 OF SAID CHAMBERLANDS ADDITION NO. 2;

THENCE NORTH 16° 54' 18" WEST (NORTH 15° 12' 05" WEST RECORD), 288.20 FEET TO THE SOUTHEAST CORNER OF LOT 48 OF SAID CHAMBERLANDS;

THENCE ALONG THE EAST LINE OF SAID LOT, NORTH 23° 10' 13" WEST (NORTH 21° 28' WEST RECORD), 95.26 FEET TO THE SOUTHWEST CORNER OF LOT 47 OF SAID CHAMBERLANDS; THENCE ALONG THE SOUTH, EAST AND NORTH LINES OF SAID LOT, THE FOLLOWING THREE (3) COURSES: 1) NORTH 81° 47' 47" EAST (NORTH 83° 30' EAST RECORD), 98.15 FEET; 2) NORTH 23° 10' 13" WEST (NORTH 21° 28' WEST RECORD), 125.00 FEET; AND 3) SOUTH 70° 18' 47" WEST (SOUTH 72° 01' WEST RECORD), 85.02 FEET;

THENCE LEAVING SAID LINE, NORTH 23° 10' 13" WEST, 60.12 FEET TO THE SOUTHEAST CORNER OF LOT 67 OF SAID CHAMBERLANDS ADDITION NO. 3;

THENCE ALONG THE EAST AND NORTH LINES OF SAID LOT THE FOLLOWING TWO (2) COURSES: 1) NORTH 23° 10' 13" WEST (NORTH 21° 28' WEST RECORD), 210.00 FEET; AND 2) SOUTH 66° 49' 47" WEST (SOUTH 68° 32' WEST RECORD), 125.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RIGHT OF WAY OF TAHOE SKI BOWL WAY.

CONTAINING AN AREA OF 5.67 ACRES OF LAND, MORE OR LESS.

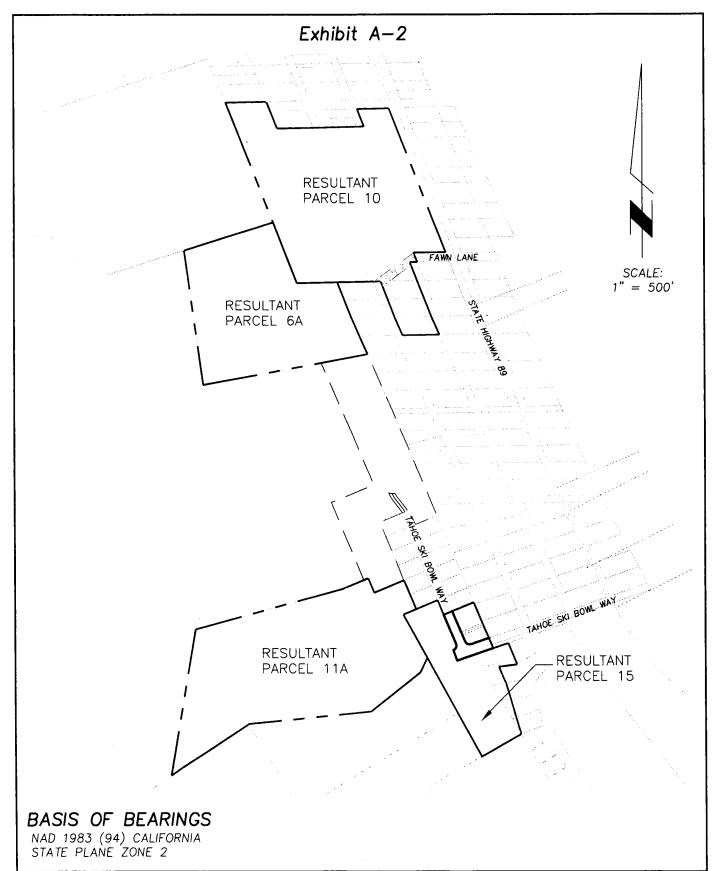
THIS PARCEL IS SUBJECT TO ALL RESERVATIONS AND EASEMENTS OF RECORD.

NOTE: SAID LAND DESCRIBED AS RESULTANT PARCEL 15 IN THAT CERTIFICATE OF COMPLIANCE RECORDED MAY 25, 2010 AS INSTRUMENT NO. 2010-0039250 OF OFFICIAL RECORDS.

NOTE: Legal Descriptions, shown here on, are taken from that Preliminary Title Report issued by First American Title Insurance Company, dated March 14, 2011, Order Number: NCS-456780M-SAC4, for Homewood Village Resorts, LLC.



Raymond R. Hébert, PLS California License No. 5870



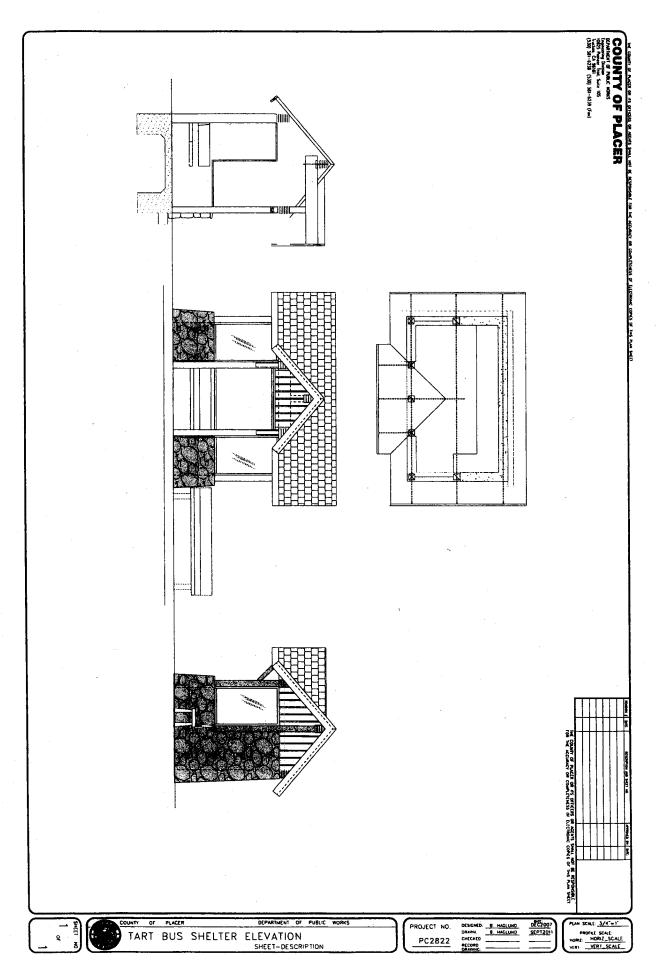


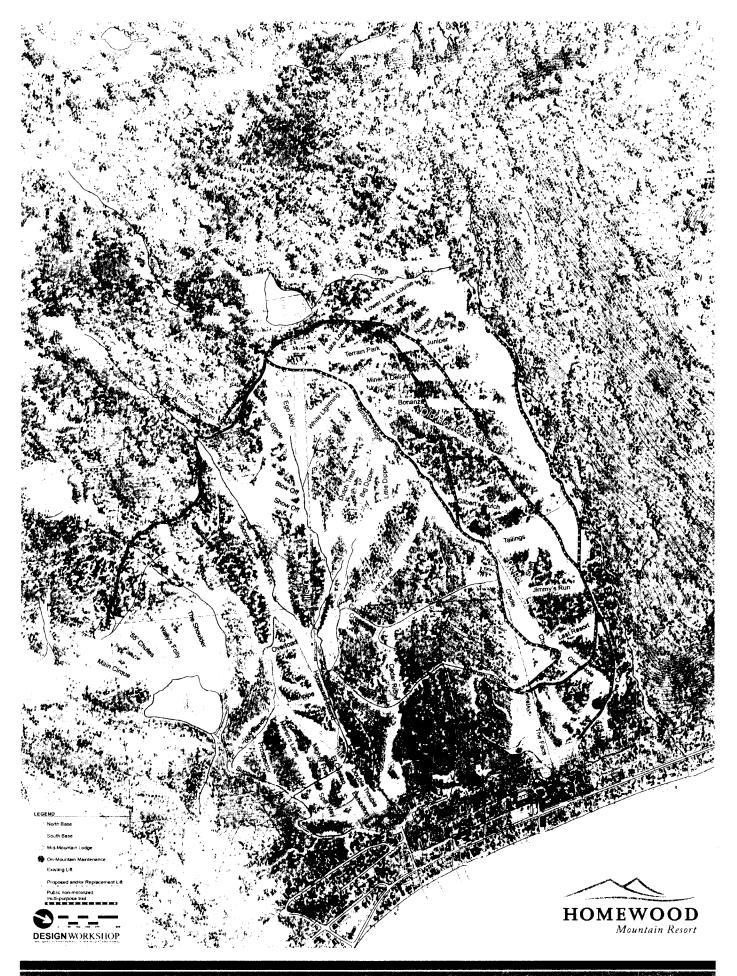
TRI STATE SURVEYING, LTD

1925 E. PRATER WAY
SPARKS, NEVADA 89434
(775) 358-9491 * FAX 358-3664

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
TENTATIVE MAP
BEING A PORTION OF SECTIONS 1&12, T14N, R16E, MDB&M
HOMEWOOD PLACER COUNTY CALIFORNIA

SHEET 1 OF 1 PROJECT NO. 06287.01.RC





HOMEWOOD

Exhibit 3.3 Public Access Trail

EXHIBIT 7.11

FORM OF DEVELOPMENT AGREEMENT ASSIGNMENT

Recording Requested By and When Recorded Mail To:	
Attn:	
	(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)
	NT AND ASSUMPTION AGREEMENT RELATIVE TO STAIN RESORT DEVELOPMENT AGREEMENT
is entered into this day of (hereinafter " Developer "), a Cal	O ASSUMPTION AGREEMENT (hereinafter, the "Agreement")
	RECITALS
agreement entitled "Development A Village Resorts, LLC, Relative (hereinafter the "Development Agagreed that development of certa Agreement (hereinafter, the "Propset forth in the Development Agree	Agreement By and Between The County of Placer and Homewood to the Homewood Mountain Resort Ski Area Master Plan" reement"). Pursuant to the Development Agreement, Developer ain property more particularly described in the Development erty") would be subject to certain conditions and obligations as seement. The Development Agreement was recorded against the Placer County on, 2011, as Document No.
B. Developer intends t and incorporated herein by this refe	to convey the property, as identified in Exhibit A attached hereto brence, to Assignee (hereinafter, the "Assigned Property").
	o assign and Assignee desires to assume Developer's right, title, nder the Development Agreement with respect to and as related to
ASS	IGNMENT AND ASSUMPTION
NOW, THEREFORE, for	valuable consideration, Developer and Assignee hereby agree as

follows:

- 1. <u>Assignment</u>. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Property to Assignee, all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Property. Developer retains all the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to any other property within the Property still owned by Developer.
- Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Property, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Property, and to be subject to all the terms and conditions thereof with respect to the Assigned Property. Assignee hereby agrees to indemnify and hold harmless Developer from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations assumed by Assignee hereunder. Such assumption includes the allocation from Developer to Assignee of the following obligations under the Development Agreement, Entitlements and EIR (as such term is defined in the Development Agreement):

2.1 <u>Mitigation Measures and Conditions of Approval</u> . Assignee hereby assumes and agrees to fully perform the following Mitigation Measures and Conditions of Approval required under the Development Agreement, Entitlements and EIR at the time such mitigations are required to
be performed by the Development Agreement, Entitlements and EIR:
2.2 <u>Fees.</u> Assignee hereby assumes and agrees to fully pay the following Development Mitigation Fees, New Development Mitigation Fees, Project Implementation Fees NPDES permit fees (as such terms are defined in the Development Agreement) or other applicable fees required by the Development Agreement at the time such obligations become payable pursuant to the Development Agreement:
·

- 3. Release and Substitution. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Property to Assignee, Developer shall be released from any and all obligations under the Development Agreement arising from and after the effective date of this transfer with respect to the Assigned Property and that Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Property.
- 4. <u>Binding on Successors</u>. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- 5. <u>Notice Address</u>. The Notice Address described in the Development Agreement with respect to the Assigned Property shall be:

[Name	e of Assignee	:]	
Attn:		·	

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:	ASSIGNEE:
[NAME OF ASSIGNOR],	[NAME OF ASSIGNEE],
a	a
By:	By:
Name:	Name:
Title:	Title:



JMA Ventures, LLC P.O. Box 3938 Truckee, CA. 96160



November 18, 2022

Chris Schmidt, *Interim Planning Director*County of Placer
Planning Services Division
3091 County Center Drive, Suite 140
Auburn, CA 95603

RE: Substantial Conformance Review - Homewood Mountain Resort Phase 1B—Residential Project (PLN20-00164). Associated Project: Homewood Mountain Resort Ski Area Master Plan Project (PGPA 20110329) - RESPONSE TO PUBLIC AGENCY COMMENTS on November 8, 2022

Dear Chris:

Homewood Village Resorts, LLC (HVR) provides this response to the Placer County's additional information needs request letter for Determination of Substantial Conformance received on November 8 2022.

Placer County – Planning Division Comments

<u>Planning Division Comment #1</u>: Approved vs. Proposed Building Heights. Demonstrate consistency of building heights with the original master plan approvals and show conditions today.

<u>Applicant Response #1</u>: The Proposed building for Phase IB (Lot 5) are consistent with original master plan approvals. Maximum building height is regulated by TRPA Code of Ordinances (COO) Subsection 37.5.9 'Additional Height for Special Projects within a Ski Area Master Plan'. The maximum permissible height for structures at the North Base with a within a set back of 225 feet up to a maximum distance of 675 feet from the State Route 89 edge of pavement is 77 feet, measured from the lowest point of natural grade per TRPA COO Section 37.3.1.

All buildings (A, B, C, & D) within Phase IB (Lot 5) meet the minimum and maximum set back requirements from State Route 89, and all buildings are within the allowable height limitation. Specific heights measured for each building are noted below:

- -Building A = 76'-10"
- -Building B = 72'-0"
- -Building C = 76'-10"
- -Building D = 76'-10"

<u>Planning Division Comment #2</u>: Approved Parking versus Proposed Parking. Provide details of approved uses and resultant parking demands for Lot 5 in original project approvals.

<u>Applicant Response #2</u>: The parking structures for the current Lot 5 development are proposed to be located directly below the four distinct residential pods and will directly serve the thirty-two (32) residential

condominium units on Lot 5. The parking needs of the current project proposal of 32 residential uses can be fully accommodated with the Phase IB planned parking garages. The proposed combined total parking for the two underground parking areas total 64 parking spaces with no anticipated drive aisle parking as indicated in the November 8th Substantial Conformance Additional Needs letter. Resultant parking demands for Lot 5 do not precipitate any change in parking to the larger master plan developments and is self-accommodated. In other words, no overflow parking from the Phase IB project is anticipated for future lot development within the North Base or South Base master plan areas.

From the master plan approvals within the LSC parking study, a large majority if not all of the HMR wholly owned units were expected to be used as vacation residences. This is still the case with the proposed Lot 5 development. Within the master plan approval parking study, the recommended parking rate for the HMR proposal was 1.00 space per unit plus 0.25 space per bedroom over one bedroom, for a total of 1.25 spaces per two-bedroom unit, 1.50 per three-bedroom unit, and 1.75 per four-bedroom unit. This rate was consistent with the typical rates observed in a study conducted by DMJM Harris, Inc. of other mountain resort developments and was also deemed consistent with rates used in other Tahoe jurisdictions.

The approved uses for Phase IB anticipated 45 residential units, skier services and child center. The currently planned uses consist of 32 residential units and skier facilities. Parking is designed for a total of 64 stalls which equates to 2 parking spaces per unit (including accessible stalls). Additional parking is not required for the proposedskier facilities or and the back of house mechanical, electrical and plumbing areas. The proposed skier facilities include locker facilities and changing areas that are fully dedicated to the residents living in the Phase IB buildings. Therefore, the parking spaces provided accommodateparking demand consistent with master plan approvals and do not require any additional parking.

<u>Planning Division Comment #3</u>: Identify, if any, new groundwater impact from the parking garage construction. Describe the groundwater impact from current proposal and identify any differences in groundwater impacts, if any, that were analyzed with the project approvals.

Applicant Response #3: We anticipate groundwater at the site will perch on volcanic bedrock, which was encountered in the vicinity of the proposed buildings at depths ranging from approximately 8 to 20 feet below ground surface. The proposed cuts for the parking garages will extend below these depths in some areas, therefore we anticipate they will intercept groundwater. Cuts for the approved project also extended below this depth and were anticipated to intercept groundwater. A subsurface (groundwater) drain system is proposed along the foundation of both parking garages, which will convey groundwater to infiltration basins located on site. All groundwater intercepted will be infiltrated on site, as specified in TRPA's soil hydrologic approval letter dated January 5, 2011 (enclosed). The length of cut for the approved project was approximately 880 feet. The combined length of cuts for the proposed project (both garages) is less at approximately 815 feet. Therefore, the area of groundwater interception for the proposed project to be less than that of the approved project. As discussed in the Soil Hydrologic report for the approved project, the groundwater level will likely rise a few inches in the vicinity of the infiltration galleries (0.7 to 0.8 feet) with a radius of influence up to about 45 feet. We anticipate similar results for the proposed project if not slightly less.

<u>Planning Division Comment #4</u>: Describe TRPA approvals for cut depths exceeding 5 feet and provide any preliminary approvals obtained from TRPA of this exception.

<u>Applicant Response #4</u>: TRPA requires a soil hydrologic report be prepared for projects for which cuts will extend greater than 5 feet below ground surface. Cuts for the proposed project will extend greater than 5 feet below ground surface, as did cuts for the original approved project. A soil hydrologic report was

submitted to TRPA in 2010 for the approved project, and TRPA provided approval of the report on January 5, 2011. We anticipate their approval for cuts greater than 5 feet for the original project remains valid for the proposed improvements.

<u>Planning Division Comment #5</u>: Are there any new sensitive areas that would be impacted by current Lot 5 proposed design?

<u>Applicant Response #5</u>: Under the master plan approvals and Final Environmental Impact Analysis, no sensitive ares were identified within the Lot 5 project area. As requested, this letter confirms the parcel currently functions as parking lot and ski slope and does not contain sensitive areas.

Planning Division Comment #6: What is the plan for skier service uses previously proposed for the Lot?

<u>Applicant Response #6</u>: Under the master plan, skier support areas were identified and remain today to be day skier locker and changing areas, rentals, and storage of outdoor winter activity clothing and ski/snowboard equipment. The current plan for the Lot 5 buildings includes approximately 2,208 s.f. of skier service areas. The master plan also contemplated skier services for the Lot 6 development immediately to the north of Lot 5. We currently anticipate the same program for Lot 6 and will address during the Lot 6 Substantial Conformance review process.

Thank you once again for the opportunity to review and respond to Placer County's CDRA and Planning Director comments related to the Homewood Lot 5/Phase 1B Substantial Conformance submittal.

Sincerely,

Jaqui Braver

On behalf of Homewood Village Resorts, LLC

Encl: TRPA Soil Hydro Approval Letter

c:

David Kwong, Placer County
Crystal Jacobsen, Placer County
Clayton Cook Placer County
Leigh Chavez, Placer County
Steve Buelna, Placer County
Ed Staniforth, Placer County
Art Chapman, JMA Ventures, LLC
Todd Chapman, JMA Ventures, LLC
Chip Wilkins III, Remy Moose Manley, LLP



March 8, 2021

Andrew Ryan, P.R. Design and Engineering on behalf of Homewood Village Resorts, LLC P.R. Design & Engineering P.O. Box 1847 Kings Beach, CA 96143-1847

SUBJECT: DETERMINATION OF SUBSTANTIAL CONFORMANCE - HOMEWOOD MOUNTAIN RESORT SKI AREA MASTER PLAN PROJECT (PGPA 20110329) | PHASE 1C - 7-UNIT RESIDENTIAL PROJECT (PLN20-00164)

Dear Mr. Ryan:

The County is in receipt of your letter dated December 22, 2020 in which you request a finding of substantial conformance with the approved Vesting Tentative Map and Conditional Use Permit for the Homewood Mountain Resort Ski Area Master Plan (PGPA 20110329). As I understand it, this request is focused on the Phase 1C (Lot 3) project as described below:

- <u>Project Site:</u> The Phase 1C project is located in the North Base area and would occur within Lot 3 as shown on the approved Vesting Tentative Map and includes offsite improvements within the adjacent public right-of-way(s) as depicted on the Substantial Conformance Exhibit A (Attachment B).
- Residential Units: A total of seven (7) residential air-space envelope free standing condominium units are proposed. The 2011 approved Vesting Tentative Map and Conditional Use Permit allowed for up to fifteen (15) residential units on Lot 3. The settlement agreement later reduced the total allowable residential units to eight (8). This proposal would further reduce the unit count by an additional unit to achieve a more open feel and relaxed site.
- <u>Building Height:</u> The proposed residential structures would be reduced from threestory to two-story. The heights of the buildings would be constructed with a maximum height of 30 feet or less and would conform with Chapter 37 of the TRPA Code of Ordinances.
- <u>SEZ Restoration:</u> The North Base entitlement work identified an area of 1b Stream Environment Zone at the southern end of Lot 3. In full compliance with the



settlement agreement, development will not occur within the mapped SEZ limits; an effective restoration is proposed to slow and spread runoff.

<u>Maximum Coverage:</u> The Phase 1C project proposes a maximum of 23,000 square feet of lot coverage (as defined by TRPA) and would be in conformance with the settlement agreement and TRPA Code of Ordinances. The developer intends to utilize pervious coverage materials and other proven low impact development strategies to protect water quality. Best Management Practices will be required as part of project approvals and incorporated into the project design.

Background

On December 6, 2011, the Board of Supervisors approved the Homewood Mountain Resort Ski Area Master Plan including a Vesting Tentative Map and a Conditional Use Permit. As a result of a settlement agreement between Homewood Village Resorts, LLC (HVR), the Friends of the West Shore, and the Tahoe Area Sierra Club (executed on January 27, 2014), HVR agreed to reduce the number of residential units in the Homewood Mountain Resort Ski Area Master Plan by thirteen (13) units. Seven (7) residential condo units were eliminated from the North Base area and six (6) residential condo units were eliminated from the South Base area. The unit count reduction did not impact the Vesting Tentative Map parcel boundaries; however, it did result in minor adjustments to the unit density per lot.

<u>August 18, 2014 Substantial Conformance Finding</u>

On August 18, 2014, the Agency Director made a Determination of Substantial Conformance (Attachment C) for modifications, also referred to as the Settlement Agreement revisions, that included a reduction in residential unit count at both North Base and South Base, as well as a reduction in facility floor area at mid-mountain. For Lot 3, the 15 units allowed by the original entitlement (one building) was reduced by seven (7) units, resulting in the allowance for eight (8) residential units (two buildings). In addition, the Stream Environment Zone (SEZ) on Lot 3 was proposed to be completely restored to an effectively functioning SEZ that is designed to slow, spread and treat the runoff from both storm water and snowmelt. The Agency Director determined that the modifications proposed at that time for Lot 3 were environmentally superior and would not result in any change to the Vesting Tentative Map, and substantially conformed to the Conditional Use Permit for the original project.

July 21, 2020 Pre-development Meeting

A Pre-development Meeting was held on July 21, 2020. The applicant brought forward a proposal to develop Lot 3, described as Phase 1C in the FEIR. To implement the Master Plan and commence construction, the applicant team elected to propose the development of Phase 1C (Lot 3) as the initial phase of construction. At the time of the Pre-Development Meeting the proposal was for an 8-unit residential air space

condominium project. Since the meeting in July the project has been revised to reduce the project to a 7-unit residential air space condominium project.

Analysis

The County's Development Review Committee (DRC) has reviewed the December 22, 2020 letter requesting a substantial conformance finding for the Phase 1C (Lot 3) project, including exhibits.

Project Phasing

Project Phasing for the previously approved Conditional Use Permit is outlined in Condition of Approval (COA) No. 2:

2. Project phasing for this CUP is approved as follows:

Phase 1 – North Base project area – Implementation in years 1 through 5:

- 1A: Mid-Mountain Day Lodge and accessory structures (two 250,000-gallon water tanks and Gondola terminal), Mid-Mountain Maintenance Facility, Gondola, North Base Amphitheater, North Base Hotel/Lodge (Building B), North Base Day Skier Services Building and Residential Units (Building A), Landscape/Ice Pond Area, North Base Employee/Workforce Housing, Commercial, and Day Skier Parking Structure (Building P), public and private road and sidewalk improvements, drainage and water quality treatment facilities, TCPUD Bike Trail extension;
- 1B: North Base Residential Building Adjacent to Highway 89 (Building D); North Base Residential Building Adjacent to Highway 89 (Building E); and,
- 1C: North Base Residential Building at intersection of Fawn Street and Sacramento Street (Building C).

Phase 2 – South Base project area – Implementation in years 6 through 10:

- 2A: Culvert Removal, Tahoe Ski Bowl Way road realignment and SEZ Restoration; South Base Residential Buildings (Chalets B1 to B15); public and private road and sidewalk improvements; drainage and water quality treatment facilities;
- 2B: South Base Residential Building (Building A); private road improvements; drainage and water quality treatment facilities; and,
- 2C: South Base Residential Buildings (Chalets A1-1 to A1-9).

Minor amendments to project phasing may be approved subject to review and approval of the Development Review Committee (DRC).

Phase I of project implementation for the Homewood Mountain Resort Ski Area Master Plan includes 3 sub-phases and it's the applicant's intention to move forward with Phase 1C (Lot 3) at this time, ahead of Phase 1A and 1B. Per COA No. 2, minor amendments to the project's phasing plan may be approved subject to review and approval of the Development Review Committee (DRC).

The DRC has reviewed this request and referenced the certified Homewood Mountain Resort Master Plan FEIR/EIS (Section 3.5.26 Master Plan Phasing) where it was described

that project development would be constructed in phases as opposed to all improvements being constructed simultaneously. The mitigation measures as well as the COA's recognized this approach and paid particular attention to the timing at which impacts would be created so that that specific mitigation measures and/or project conditions are imposed to address impacts for each construction phase. The DRC concluded that the proposed change to Phase 1 is minor and mitigation measures and COA's can be appropriately applied consistent with the project approvals. No changes to either mitigation measures or the approved conditions would be required for this sequential change to the Phase 1 phasing plan.

Approved Vesting Tentative Map

The December 6, 2011 approved Vesting Tentative Map for the Homewood Mountain Resort Master Plan project identified Lot 3 as part of Phase 1C of the phasing plan. The proposed Phase 1C project boundaries would substantially conform to parcel size, shape, and configuration of the previously approved Vesting Tentative Map. The applicant can proceed with the Final Map and would be required to record a Condominium Plan for the proposed seven (7) residential units, including garaged parking and internal circulation drive aisles, subsequent to approval of the Design/Site Review required for this project.

Conditional Use Permit

The December 6, 2011 project approvals for Lot 3 contemplated up to fifteen (15) multifamily residential condominiums units, five (5) of which may be fractional ownership units in one building (approximately 31,052 square feet). Subsequently, there was a settlement agreement dated April 4, 2014 that would reduce the allotted residential units by seven (7), resulting in a total allowance of eight (8) residential units on Lot 3. As previously mentioned, the Planning Director issued a substantial conformance determination consistent with the settlement agreement that allowed for eight (8) residential units within two buildings.

The Phase 1C (Lot 3) project would include seven (7) residential units, one unit fewer than what was permissible through the settlement agreement. The proposed individual, residential air-space condominium units would be two-stories and meet the 30 foot or less height limit in conformance with TRPA Code of Ordinances Chapter 37. Maximum coverage on Lot 3 would be limited to a maximum of 23,000 square feet and conform to the settlement agreement and TRPA Code of Ordinances. In addition, as was noted in the August 18, 2014 Substantial Conformance Finding and included in the settlement agreement, the Stream Environment Zone (SEZ) on Lot 3 is now proposed to be completely restored to an effectively functioning SEZ that is designed to slow, spread, and treat the runoff from both storm water and snowmelt.

The DRC's review concluded that the proposed seven (7) individual, residential air-space condominium units would reduce building massing (i.e. three-story to two-story, individual units, etc.), result in less impervious coverage than analyzed in the Final EIR/EIS, and provide for a restored SEZ. Additionally, the DRC concluded that the Phase 1C (Lot 3) project does not propose any expansion of use, does not substantially alter the original approval, and substantially conforms to the approved Conditional Use Permit. The DRC also found the Phase 1C (lot 3) project to be consistent with the previously certified Homewood Mountain Resort Master Plan FEIR/EIS, where the proposed project modifications would result in less impacts or a more favorable influence on the environment than what was originally analyzed. The Phase 1C (lot 3) project was also determined to be consistent with the applicable provisions of the Placer County Zoning Ordinance.

As required by the COA's, the Phase 1C (lot 3) project is subject to the review and approval of the Design/Site Review Committee and improvement plan approval. Compliance with all applicable mitigation measures and COA's will be required for Phase 1C, as further noted in the attached memos from the Planning Services Division, Engineering and Surveying Division, and Housing Specialist.

<u>Indemnification Agreement</u>

Pursuant to COA No. 201, the applicant shall, upon written request of the County, defend, indemnify, and hold harmless the County of Placer, the County Board of Supervisors, and its officers, agents, and employees, from any and all actions, lawsuits, claims, damages, or costs, including attorney's fees awarded by a certain development project known as the Homewood Mountain Resort Ski Area Master Plan Project (PGPA 20110329) | Phase 1C - 7-Unit Residential Project (PLN20-00164), which shall also include any challenges to findings contained within this letter. The applicant shall, upon written request of the County, pay or, at the County's option, reimburse the County for all costs for preparation of an administrative record required for any such action, including the costs of transcription, County staff time, and duplication. The County shall retain the right to elect to appear in and defend any such action on its own behalf regardless of any tender under this provision. This indemnification obligation is intended to include, but not be limited to, actions brought by third parties to invalidate any determination made by the County under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) for the Project or any decisions made by the County relating to the approval of the Project. Upon request of the County, the applicant shall execute an agreement in a form approved by County Counsel incorporating the provision of this condition.

Finding of Substantial Conformance:

On the basis of the above analysis and pursuant to the indemnification provisions above, Placer County hereby finds that the proposed Phase 1C (Lot 3) project is in substantial

conformance with the approved Homewood Mountain Resort Master Plan Vesting Tentative Map and Conditional Use Permit. Please accept this letter as the County's formal approval of this request.

Should you have any questions regarding this finding of substantial conformance, please contact Steve Buelna at (530) 581-6285.

Sincerely,

E.J. Ivaldi

Planning Director

Attachment A: December 22, 2020 Letter, P.R. Design and Engineering

Attachment B: Substantial Conformance Exhibit A

Attachment C: August 18, 2014 Placer County Substantial Conformance Letter

cc: Homewood Village Resorts LLC

Steve Pedretti, Agency Director, CDRA

Crystal Jacobsen, Deputy Director, CDRA Tahoe

Clayton Cook, County Counsel

Leigh Chavez, Environmental Review Coordinator

Rebecca Taber, Deputy Director, Engineering and Surveying Division Leslie Amsberry, County Surveyor, Engineering and Surveying Division

West Bourgault, Environmental Health Division



December 22, 2020

E.J. Ivaldi Planning Director Placer County Planning Services Division 3091 County Center Dr. Ste 140 Auburn, CA 95603

RE: Substantial Conformance Request

Homewood Mountain Resort Phase 1 – 8-Unit Residential Project (PLN20-00164)
Associated Project: Homewood Mountain Resort Ski Area Master Plan Project (PGPA 20110329)

Mr. Ivaldi:

Homewood Village Resorts LLC (HVR) is presenting this submittal for Planning Director review to accept this project element as in substantial conformance with prior project approvals and documentation.

This request is focused on Phase 1 project development and the identified sub-project Phase 1C (Lot 3) project located at the North Base. We have endeavored to prepare a submittal that is consistent with the entitlements, Conditional Use Permit (CUP), environmental disclosures, legal settlements, and conditions of approval.

We have appreciated the coordination with both you and Steve Buelna regarding the conformity review and how best to roll out this element of the Homewood Mountain Resort Ski Area Master Plan.

Phase 1C (Lot 3)

The proposed development occurs within the Lot 3 area and has offsite improvements within the adjacent public ROW's (See Exhibit A).

The key aspects of this project element's conformity review are:

Proposed Number of Units: (7) residential air-space envelope free standing condominium units. The prior tentative map, CUP, and master plan approval allowed for up to (15) residential units on Lot 3. The settlement agreement reduced the total allowable to (8) units. To achieve a more open feel and relaxed site the number of units was further reduced, by (1) unit, and the proposed structures are reduced from three-story to two-story.

Proposed Building Height: 30 FT or less and in conformance with TRPA Code of Ordinances Chapter 37. Appendix F of the DEIR allows for increased heights, up to 42 FT, then TRPA COO Maximum Heights for Buildings CH 37.4.1. This project element is not seeking additional height.

SEZ Restoration: The North Base entitlement work identified an area of 1b Stream Environment Zone at the southern end of Lot 3. In full compliance with the settlement agreement development will not occur within the mapped SEZ limits; an effective restoration is proposed to slow and spread runoff.

Proposed Maximum Coverage: 23,000 SF or less to be in conformance with the settlement agreement and TRPA COO. Excess coverage will be mitigated per the requirements of TRPA COO CH. 30. The developer intends to use pervious coverage and other proven low impact development strategies to protect water quality. Best Management Practices will be required as part of project approvals.

Proposed Project Phasing: This project element Phase 1c is part of Phase 1 North Base Area (See Exhibit B) and is conformance with the FEIR/DEIR. As noted in section 3.5.26 Master Plan Phasing of the DEIR, project elements will be accomplished over time and the phasing is described, in general terms, of when specific project elements are to be constructed. Phase 1 is to be implemented in 1-5 years from commencement and includes three elements: 1a, 1b, and 1c. The anticipated phasing is that all elements are constructed in 1-5 years from commencement of Master Plan improvements. There is no requirement that the Phase 1 elements be constructed sequentially or in parallel.

Conditions of Approval: The project applicant and the Placer County Development Review Committee have worked in tandem to identify the applicable conditions of approval and will ensure that those conditions are met through the Design Review Approval, Improvement Plan Permit, and Building Permits.

CEQA Review: This element of Phase 1 received project level review under the EIR and is adequately entitled to proceed. Additionally, the resolution of the litigation did not identify any new environmental impacts.

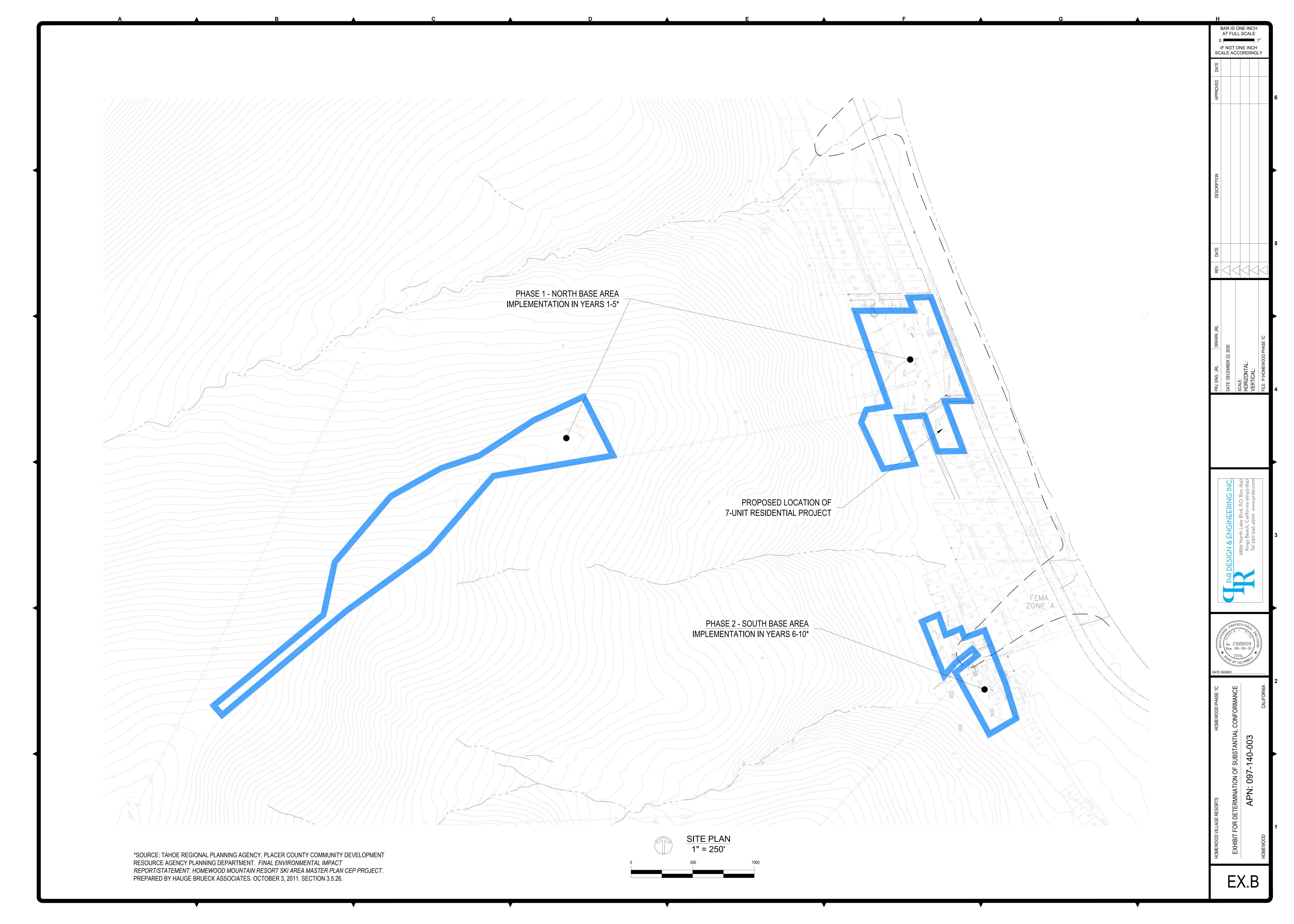
The applicant and design team have worked diligently to propose a project that is consistent with the prior approvals. Please see conceptual architecture in Exhibit C and preliminary landscape plans in Exhibit D.

Upon the finding of substantial conformance, we are planning the design review submittal for Mid-January of 2021.

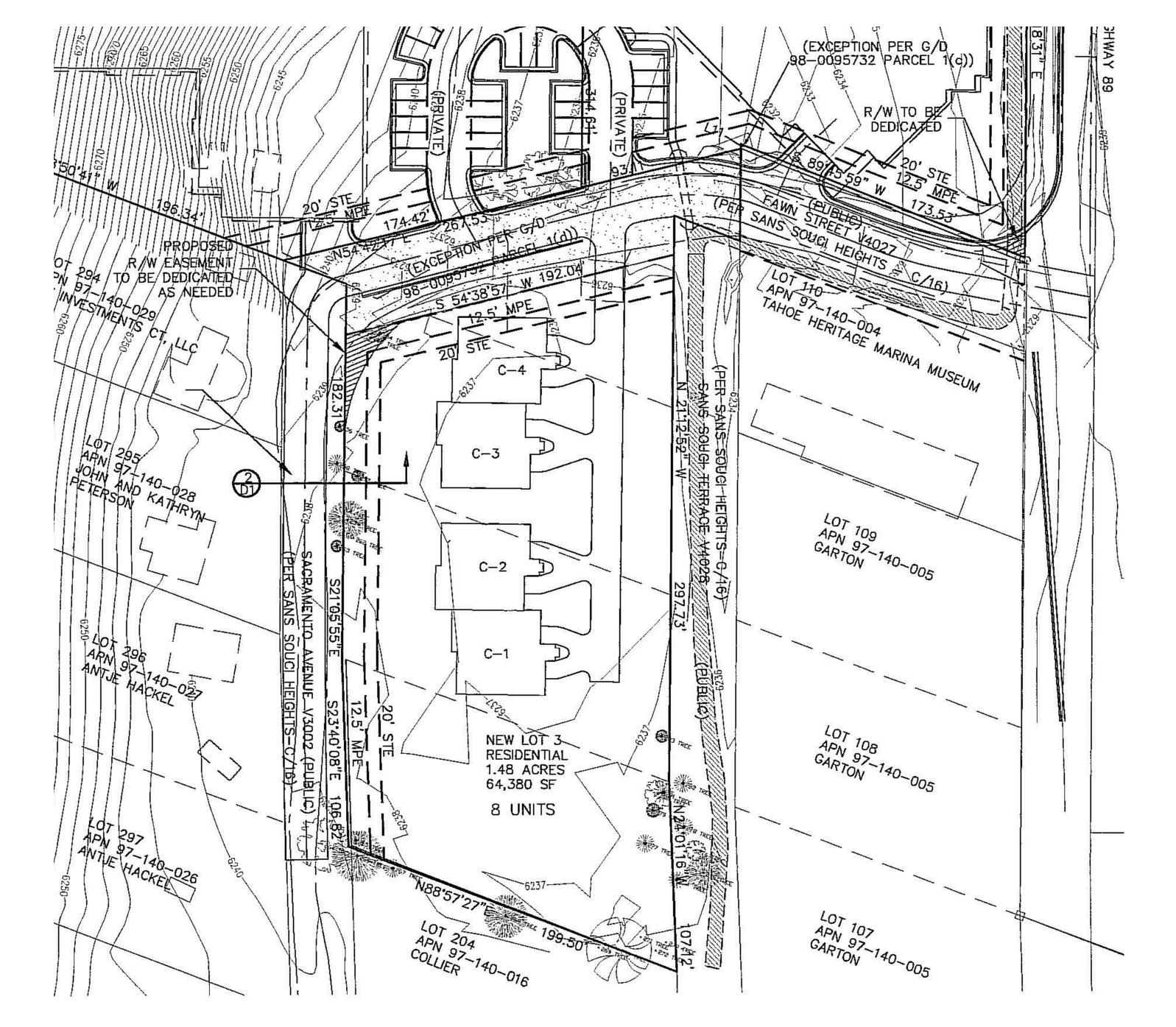
Sincerely,

Andrew Ryan

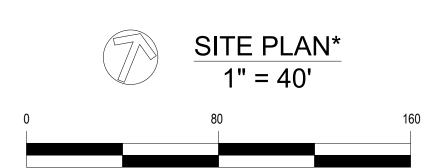
PRDEI 2 December 2020



APPROVED CONDITIONS



NEW PARCEL 3 - RESIDENTIAL



APPROVED ENTITLEMENTS - LOT 3*

DENSITY: EIGHT (8) RESIDENTIAL CONDO UNITS LOCATED IN TWO (2) STRUCTURES

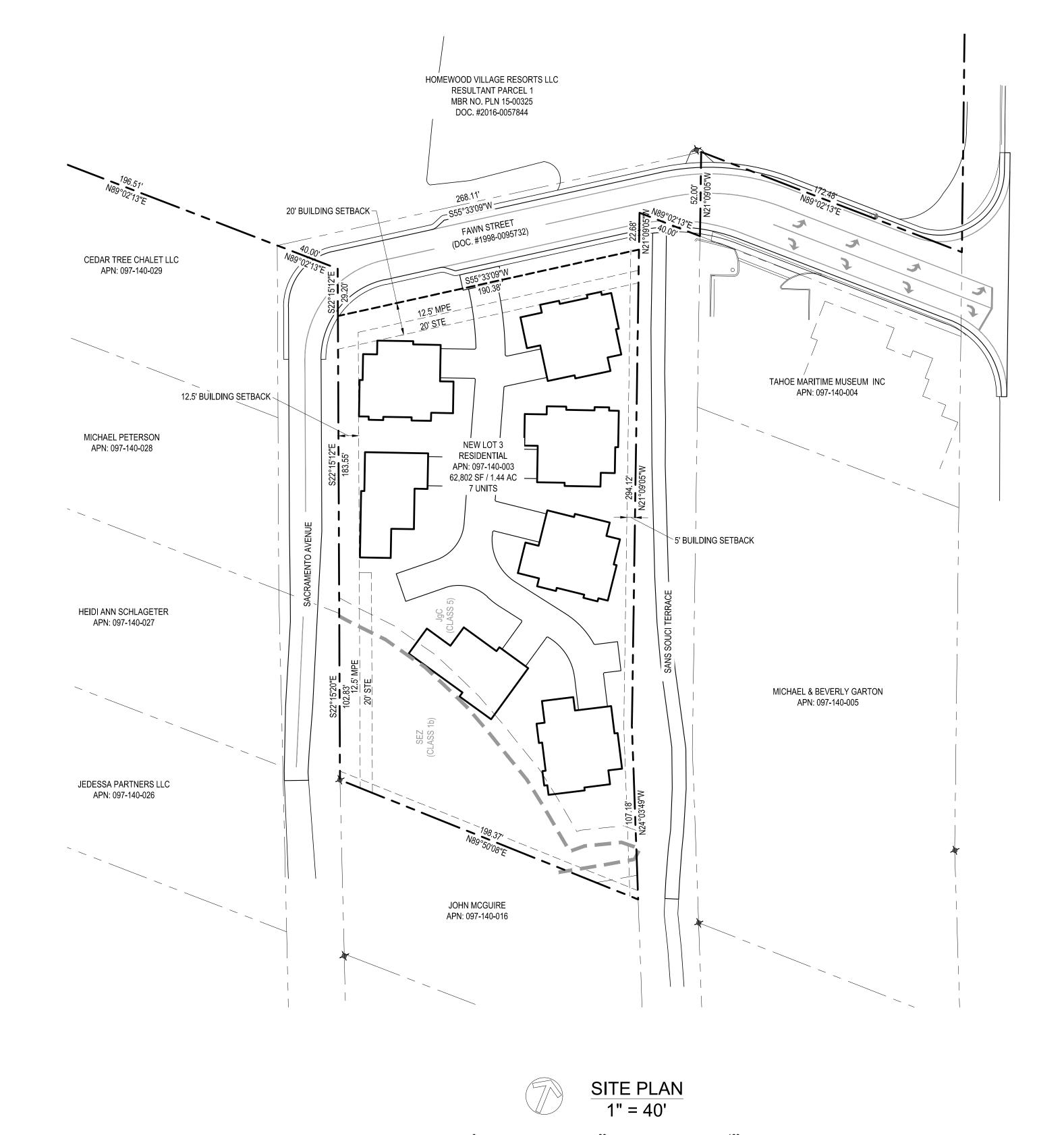
MINIMUM BUILDING SETBACK: 5 FEET FROM FAWN ST. RIGHT OF WAY

LAND COVERAGE: 23,000 SQUARE FEET MAXIMUM.

SEZ RESTORATION: RESTORATION TO RESULT IN EFFECTIVELY FUNCTIONING STREAM ENVIRONMENT ZONE THAT IS DESIGNED TO SLOW, SPREAD AND TREAT RUNOFF FROM STORM WATER AND SNOWMELT

*SOURCE: MICHAEL JOHNSON, AGENCY DIRECTOR, PLACER COUNTY CDRA. "RE: DETERMINATION OF SUBSTANTIAL CONFORMANCE - HOMEWOOD MOUNTAIN RESORT SKI AREA MASTER PLAN (PGPA-20110329)." RECEIVED BY DAVID TIRMAN, JMA VENTURES, LLC. DATED AUGUST 18, 2014.

PROPOSED CONDITIONS



PROPOSED ENTITLEMENTS - LOT 3

DENSITY: SEVEN (7) RESIDENTIAL CONDO UNITS LOCATED IN SEVEN (7) STRUCTURES

MINIMUM BUILDING SETBACK: 5 FEET FROM SANS SOUCI TERRACE RIGHT OF WAY

D COVERAGE: 23,000 SQUARE FEET MAXIMUM.

SEZ RESTORATION: RESTORATION TO RESULT IN EFFECTIVELY FUNCTIONING STREAM ENVIRONMENT ZONE THAT IS DESIGNED TO SLOW, SPREAD AND TREAT RUNOFF FROM STORM WATER AND SNOWMELT

BAR IS ONE INCH
AT FULL SCALE

0 1"
IF NOT ONE INCH
SCALE ACCORDINGLY

REV. DATE DESCRIPTION APPROVE

DATE: DECEMBER 23, 2020

SCALE:
HORIZONTAL:
VERTICAL:
FILE: P:\HOMEWOOD PHASE 1C

P•R DESIGN & ENGINEERING INC.

8889 North Lake Blvd, P.O. Box 1847

Kings Beach, California 96143-1847

Tel 530-546-4500 www.prdei.com

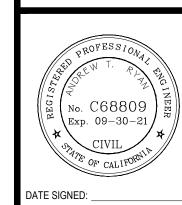
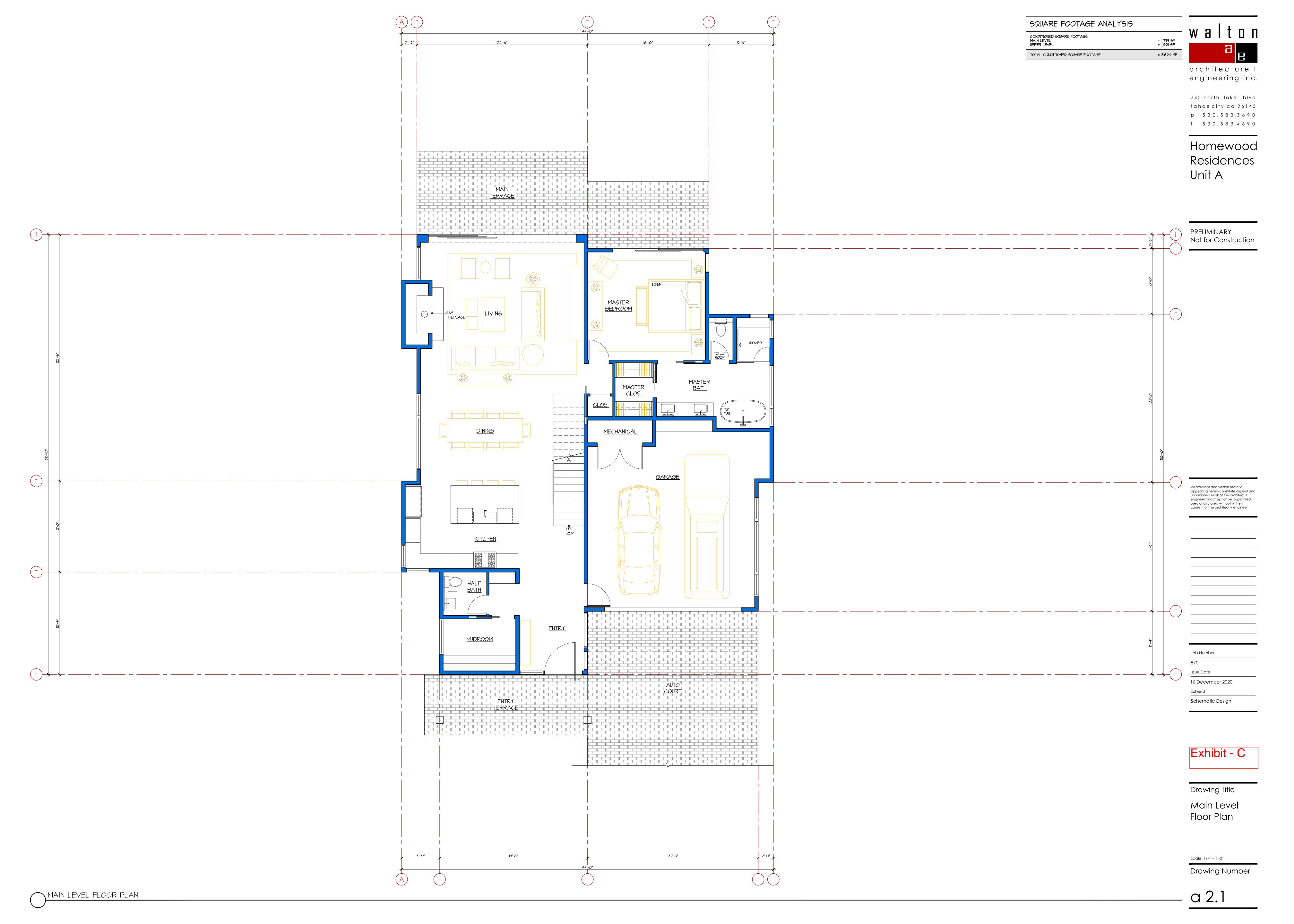
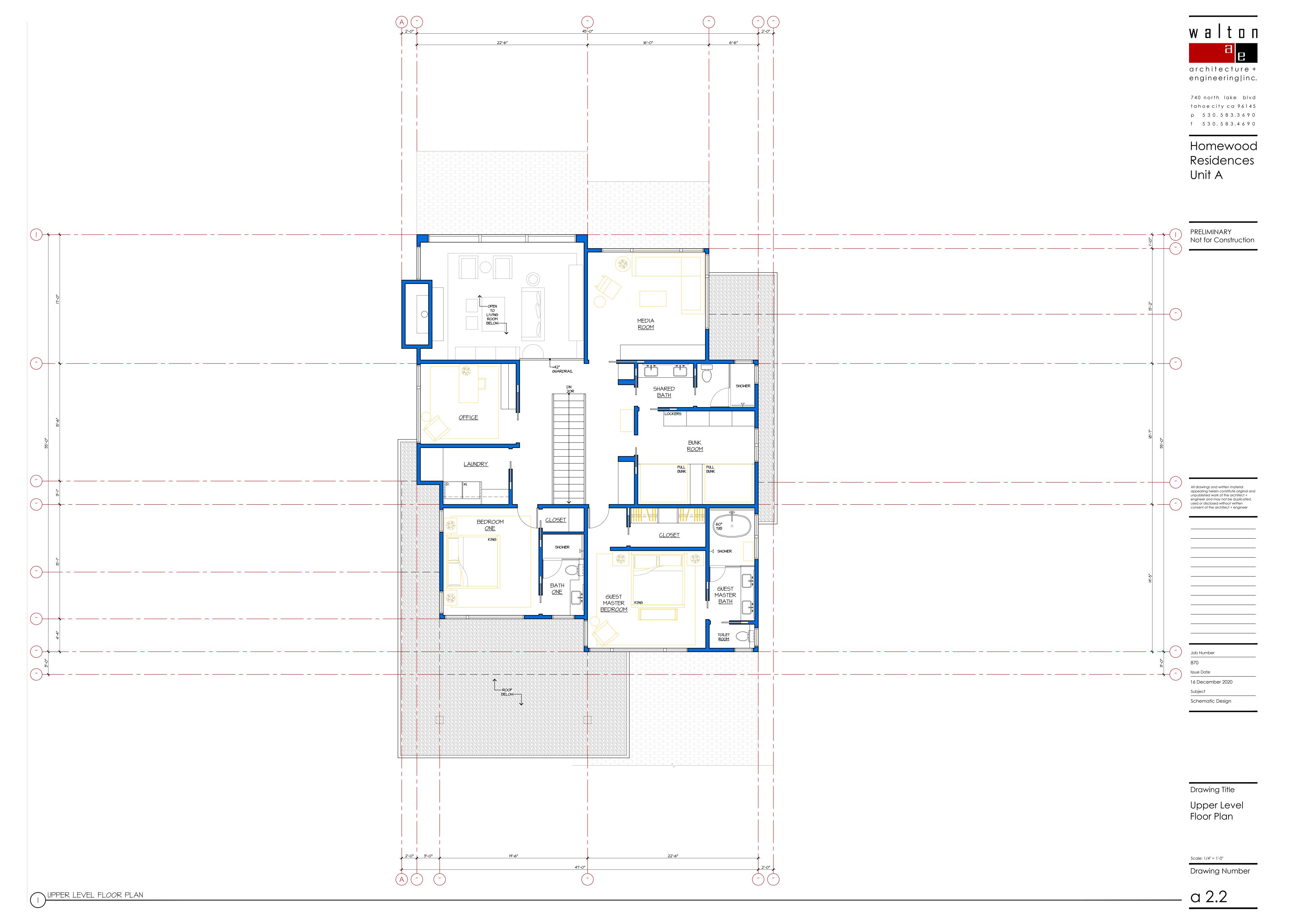
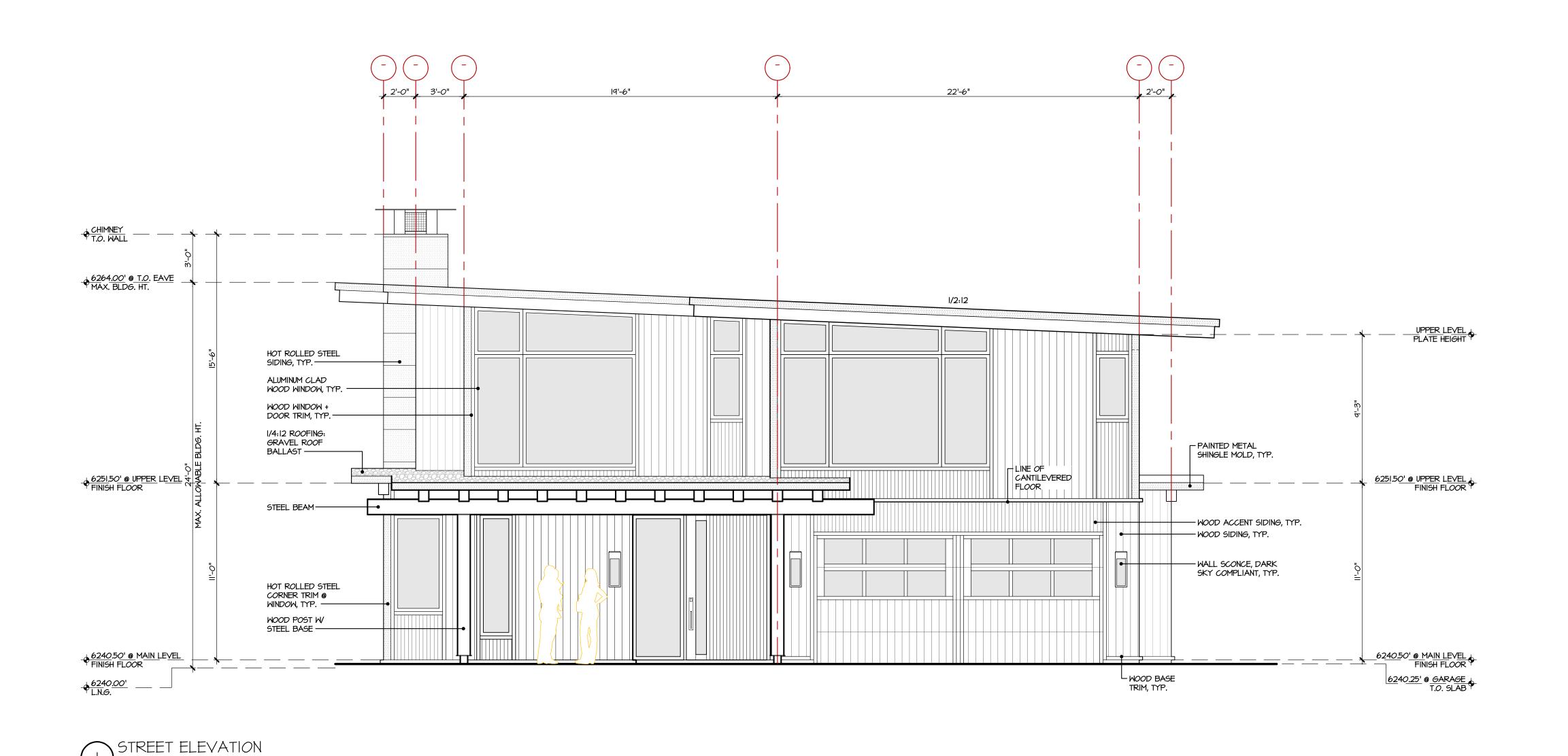


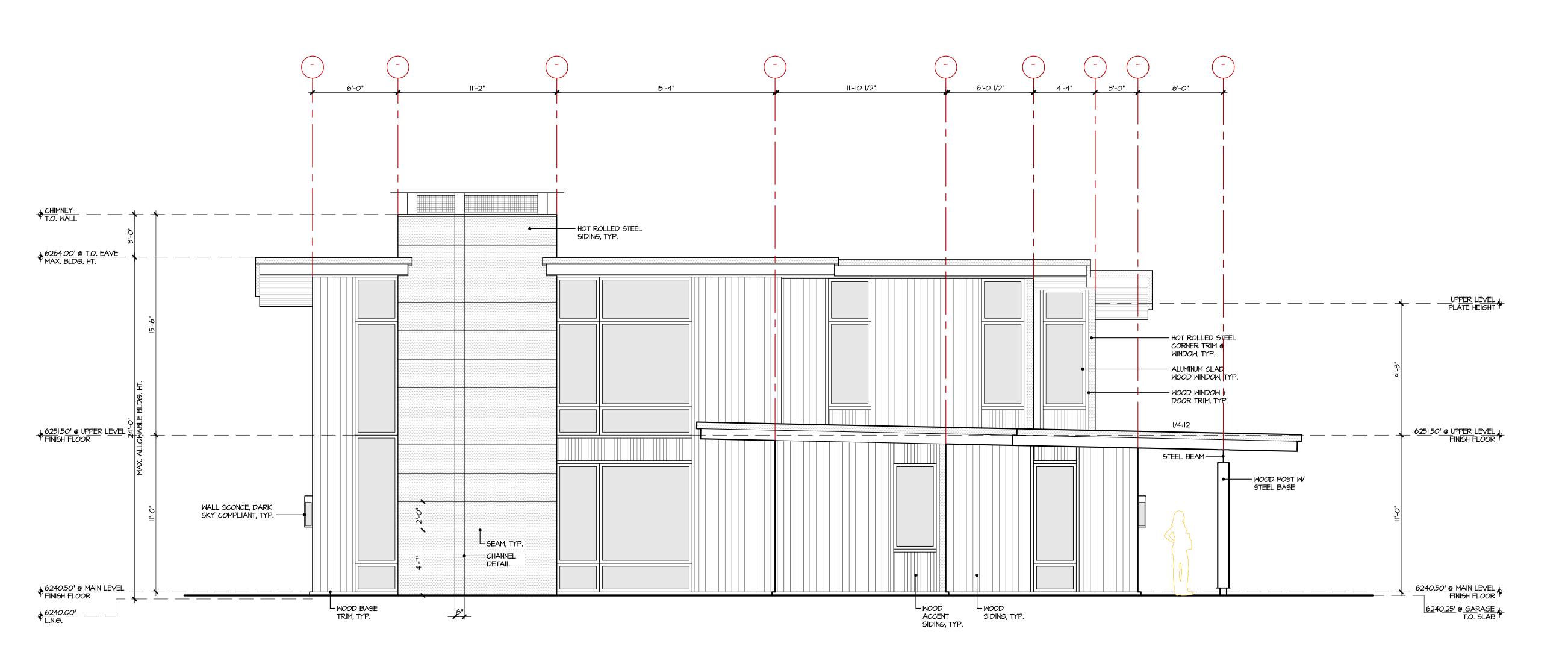
EXHIBIT FOR DETERMINATION OF SUBSTANTIAL CONFORMANCE APN: 097-140-003

FXA









SIDE ELEVATION

HEIGHT CALCULATION

TRPA CODE OF ORDINANCES CHAPTER 37.4.1 MAXIMUM HEIGHTS FOR BUILDINGS

PERCENT SLOPE RETAINED ACROSS BUILDING SITE [SEE A-I.I] = 1%

ROOF PITCH = 1/2:12

MAXIMUM BUILDING HEIGHT @ T.O. EAVE = 6264.00'

LOWEST NATURAL GRADE @ BUILDING FOUNDATION = 6240.00'

ALLOWABLE BUILDING HEIGHT = 24'-0"

PROPOSED BUILDING HEIGHT = 24'-0"

EXTERIOR FINISH LEGEND

FLASHING: PAINTED METAL COLOR: BLACK

ROOFS [I/4:12] TORCH DOWN W DECORATIVE GRAVEL BALLAST COLOR: BLACK

ROOFS [I:12] STANDING SEAM PAINTED METAL COLOR: BLACK

VERTICAL WOOD SIDING: IX6 T+G CLEAR WESTERN RED CEDAR, SMOOTH STAIN: LIGHT CHARCOAL-BROWN MIX VERTICAL WOOD ACCENT SIDING: IX3 T+G STK WRC, RESAWN STAIN: DARK CHARCOAL-BROWN MIX

SOFFIT: Ix4 T+G CLEAR WESTERN RED CEDAR, SMOOTH STAIN: GINGER

METAL SIDING + TRIM: HOT ROLLED STEEL FINISH: CLEAR

STRUCTURAL STEEL: PAINTED COLOR: CLEAR

TRIM: 2x AND 3x STK WESTERN RED CEDAR, RESAWN STAIN: CHARCOAL WINDOWS: ALUMINUM CLAD EXTERIOR, WOOD INTERIOR COLOR: BLACK

CHIMNEY CAP: METAL COLOR: BLACK Wallon

architecture +

engineering|inc.

740 north lake blvd
tahoecity ca 96145

p 530.583.3690

f 5 3 0 . 5 8 3 . 4 6 9 0

Homewood Residences Unit A

PRELIMINARY
Not for Construction

All drawings and written material appearing herein constitute original and unpublished work of the architect + engineer and may not be duplicated, used or disclosed without written consent of the architect + engineer

Job Number

870

Issue Date 16 December 2020

Schematic Design

Drawing Title

Exterior Elevations

Scale: 1/4" = 1'-0"

Drawing Number

a 3.1

01 PLANTING PLAN - TREES

PLANT MATERIAL LEGEND - TREES

SYMBOL	ABR.	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	WUCOLS
TREES						
+ AR	AR	ACER RUBRUM	RED MAPLE	36" BOX	PER PLANS	MEDIUM
+ AG	AG	ACER GINNALA	AMUR MAPLE	36" BOX	PER PLANS	MEDIUM
+	AC	ABIES CONCOLOR	WHITE FIR	60" BOX	PER PLANS	MEDIUM
	CD	CALOCEDRUS DECURRENS	INCENSE CEDAR	24" BOX	PER PLANS	LOW
+ PT	PT	POPULUS TREMULOIDES	QUAKING ASPEN	24" BOX	PER PLANS	LOW
20 + + + + + + + + + + + + + + + + + + +	PJ	PINUS JEFFREYI	JEFFREY PINE	60" BOX	PER PLANS	LOW
t CN	CN	CORNUS NUTTALLII	PACIFIC DOGWOOD	24" BOX	PER PLANS	MEDIUM
(+)		EXISTING TREE TO REM	OVE			
•		EXISTING TREE TO REM	AIN/ PROTECT			

PROJECT NOTES:

EXTERIOR LIGHTING - DARK SKY POLICY

EXTERIOR LIGHTING PHILOSOPHY:

THE FOLLOWING OBJECTIVES WILL BE MET IN ORDER TO SATISFY THE "DARK SKY" REQUIREMENTS:

1. ARTISTICALLY PLACE OUTDOOR LIGHTING TO ILLUMINATE LANDSCAPE AND OUTDOOR SPACES FOR AESTHETICS AND SAFETY.

2. MINIMIZE OVERALL LIGHT LEVELS WITHIN THE COMMUNITY.

3. LIGHTING SHOULD BE CONCEALED AND AIMED DOWNWARD DIRECTED.

4. STRATEGICALLY ILLUMINATE AREAS FOR NIGHTTIME FUNCTIONS, SECURITY AND ENHANCEMENT OF NIGHTTIME EXPERIENCE WHILE PRESERVING THE NIGHT SKY

5. ALLOW PROVISIONS FOR INTERMITTENT USE OF ENHANCED LIGHTING THAT ACHIEVES A

QUALITY OF ILLUMINATION FOR ENTERTAINING PURPOSES.
6. ALL EXTERIOR LIGHTING WILL BE LOCATED ON THE FACADE OF THE ARCHITECTURE THROUGHOUT THE COMMUNITY.

PLACER COUNTY ORDINANCE 5887-B IRRIGATION COMPLIANCE NOTES

1. WATER USE AND PLANT MATERIAL WILL MEET OR EXCEED WELO REQUIREMENTS.
2. ALL NEW IRRIGATION WILL BE DESIGN/BUILD AND CONSIST OF DRIP IRRIGATION AND BUBBLERS AT ALL TREES. ROTORS WILL BE USED FOR A PERIOD OF TWO YEARS TO ESTABLISH THE MEADOW PLANTINGS, AT WHICH WILL BE NON-OPERATIONAL. THE SYSTEM WILL UTILIZE RAIN SENSORS TO HELP MITIGATE WATER USAGE. ALL IRRIGATION WILL MEET OR EXCEED ANSI STANDARD, ASABE/ICC 802-2014.

3. PRESSURE REGULATORS SHALL BE INSTALLED ON THE IRRIGATION SYSTEM TO ENSURE DYNAMIC PRESSURE.

4. MANUAL SHUT-OFF VALVES SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE

5. UPON COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL SUBMIT TO PLACER COUNTY A COMPLETED AND SIGNED "CERTIFICATE OF COMPLETION" STATING THAT THE PROJECT HAS BEEN INSTALLED AS DESIGNED, ALONG WITH ALL M.A.W.A. AND E.W.U. DOCUMENTATION.

6. THE CERTIFICATE OF COMPLETION SHALL BE ACCOMPANIED BY AN IRRIGATION AUDIT, IRRIGATION SCHEDULE AND A MAINTENANCE SCHEDULE AS DESCRIBED IN CCR, TITLE 23. DIV.2, CHAPTER 2.7 MODEL WELO.

7. A FINAL INSPECTION SHALL BE PERFORMED. THE INSTALLATION CONTRACTOR SHALL ATTEND THIS INSPECTION AND MAKE ALL REQUIRED REPAIRS AND ADJUSTMENTS TO ACHIEVE APPROVAL AND COMPLETION FROM PLACER COUNTY.

8. TURF WILL BE LESS THAN 25% OF THE LANDSCAPED AREA AND PLANTED ON A SLOPE OF 2% OR LESS.

9. MIN OF 3" (THREE INCH) LAYER OF MULCH SHALL BE INSTALLED ON ALL EXPOSED 10. SOIL AREAS OF PLANTED ZONES.

10. SOIL AMENDMENTS SHALL BE INCORPORATED ACCORDING TO

RECOMMENDATIONS OF THE SOIL REPORT AND WHAT ISAPPROPRIATE FOR THE PLANTS SELECTED.

TREE PROTECTION MEASURES

1. EXISTING TREES TO REMAIN SUBJECTED TO CONSTRUCTION ACTIVITIES SHALL BE PROTECTED BY FENCING AND/OR PLANKING PRIOR TO THE START OF ANY CONSTRUCTION OF GRUBBING OPERATIONS. THE GENERAL CONTRACTOR SHALL INSTALL AND MAINTAIN SAID FENCING AS REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT. NO TREES OTHER THAN THOSE INDICATED TO BE FELLED ON THE DRAWING MAY BE CUT OR FELLED WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT AND THE OWNER'S ARBORIST. ONLY MINOR PRUNING, (CUTS FEWER THAN TWO IN DIAMETER) MAY BE PERFORMED BY OTHERS THAT THE LANDSCAPE CONTRACTOR OR THE OWNER'S ARBORIST.

2. STORAGE OR STOCKPILING OF CONSTRUCTION MATERIALS AND TOOLS, OPERATION EQUIPMENT OR PLACEMENT OF FILL SHALL NOT BE PERMITTED WITHIN FIFTEEN FEET OF THE DRIP LINE OF EXISTING TREES TO REMAIN, UNLESS APPROVED BY LANDSCAPE ARCHITECT.

3. NOTHING SHOULD BE TIED AROUND TREES TO ACT AS AN ANCHOR, FULCRUM, OR AN OTHER FUNCTION DEEMED HARMFUL TO THE HEALTH AND VIGOR OF THE TREE AS REVIEWS BY THE LANDSCAPE ARCHITECT.

4. DISPOSING OF PAINT, PETROLEUM PRODUCTS, UN-POTABLE WATER, OR OTHER DELETERIOUS MATERIALS ON OR AROUND ROOTS AND/OR IN THE DRIP LINE ZONE WILL NOT BE ALLOWED. OWNER SHALL BE COMPENSATED FOR ALL REMEDIAL MEASURES

NECESSARY TO CORRECT IMPACTS CAUSED BY SUCH MATERIALS AND ACTIONS.

5. TEMPORARY TYING OR BRACING OF LIMBS SHALL BE PERMITTED TO ALLOW WORK IN AREAS WHERE LIMBS OVERHANG IN THE PATH(S) OF UTILITY CORRIDORS OR PROPOSED FENCING. SUCH WORK SHALL BE DONE IN ACCORDANCE WITH ACCEPTED ARBORIST STANDARDS. EVERY CARE SHALL BE TAKEN TO NOT DAMAGE OR DIMINISH THE VIGOR OF THE TREE LIMBS.

6. INJURY TO THE TRUNK OR LIMBS OF THE TREES FOR ANY REASON IS UNACCEPTABLE, AND SHOULD BE DOCUMENTED AND IMMEDIATELY REPAIRED BY THE OWNER'S ARBORIST AT NO COST TO THE OWNER.

7. WHEN TREE ROOTS ARE CUT BY NECESSITY, ROOTS OF ONE INCH IN DIAMETER AND GREATER SHALL BE PROPERLY PRUNED AND TREATED THROUGH ACCEPTANCE PRACTICES BY THE OWNER'S ARBORIST AND OF THE LANDSCAPE CONTRACTOR. EXPOSED ROOTS MUST BE COVERED WITH AN APPROVED MULCH MATERIAL AT AN APPROPRIATE DEPTH AND KEPT MOIST.

8. DRIP LINE AREAS OF ALL TREES MUST BE LEFT WITH ORIGINAL GRADE INTACT UNLESS THE LANDSCAPE ARCHITECT AUTHORIZES CHANGES.

9. DISTURBED AREAS WITHIN DRIP LINES OF THE TREES TO REMAIN SHALL BE AERATED, RAKED SMOOTH AND MULCH WITH APPROVED COMPOST TO A DEPTH OF FOUR INCHES AND DEEP WATERED AS PER THE DIRECTION OF THE LANDSCAPE ARCHITECT OR THE OWNERS'S ARBORIST UPON COMPLETION OF CONSTRUCTION ACTIVITIES IN THAT AREA. ORIGINAL GRADE WILL BE RESTORED PER THE DIRECTION OF THE LANDSCAPE ARCHITECT IN SAID AREAS OF DISTURBANCE.

VITΛ

PLANNING AND LANDSCAPE ARCHITECTURE

181 THIRD STREET, SUITE 100 SAN RAFAEL, CALIFORNIA 94901 p: 415.259.0190 | f: 415.259.0157

HOMEWOO

Exhibit - D

NO. DATE REVISION

KEY PLAN

DESIGN REVIEW

APN: 097-140-003

DRAWN BY:

CHECKED BY:

TC/D

DATE:

DECEMBER 18, 202

PLANTING PLAN-TREES

SHEET NUMBER:

L1.01

APN: 097-140-004

LOW

LOW

LOW

MEDIUM

MEDIUM

1 PLANTING PLAN - SHRUBS, GROUNDCOVER, & GRASSES

APN: 097-140-015

PLANT MATERIAL PALLETE LEGEND - SHRUBS & GROUNDCOVER

SYMBOL ABR. SCIENTIFIC NAME COMMON NAME SIZE

RIBES NEVADENSE

SHRUB AND GROUNDCOVER PALLETE					CONT.,		
ALCHEMAILLA MOLLIS	LADY'S MANTLE	1 GAL	1'-0" O.C.	LOW	RHAMUS RUBRA	SIERRA COFFEEBERRY	5 GAL
AMELANCHIER ALNIFOLIA	WESTERN SERVICEBERRY	15 GAL	8'-0" O.C.	MEDIUM	ROSA WOODSII	WOODS ROSE	1 GAL
ARCTOSTAPHYLOS PATULA	GREENLEAF MANZINITA	1 GAL	2'-0" O.C.	LOW	SPIRAEA DENSIFLORA	MOUNTAIN SPIRAEA	. 1 GAL
BUDDLEJA	BUTTERFLY BUSH	5 GAL	3'-0" O.C.	LOW	THALICTRUM	MEADOW RUE	1 GAL
CORNUS SERICEA "FLAVIRAMEA"	GOLDEN TWIG DOGWOOD	5 GAL	4'-0" O.C.	MEDIUM	VIBURNUM HYBRIDS	VIBURNUM	5 GAL
CORNUS SERICEA "ISAANTI"	RED TWIG DOGWOOD	5 GAL	3'-6" O.C.	MEDIUM			
DRYOPTERIS	WOOD FERN	1 GAL	2'-0" O.C.	MEDIUM			
PHILADELPHUS LEWISII	MOCK ORANGE	15 GAL	6'-0" O.C.	LOW			
PHYSOCARPUS CAPITATUS	NINE BARK	15 GAL	6'-0" O.C.	LOW			
POTENTILLA FRUTICOSA	SHRUBBY CINQUEFOIL	1 GAL	2'-0" O.C.	LOW			
PTERIDIUM AQUILINUM	BRACKEN FERN	1 GAL	2'-0" O.C.	MEDIUM			

2'-0" O.C.

SPACING

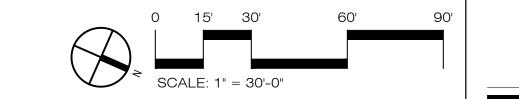
APN: 097-140-005

√ (EX) TREE GROUPING TO REMAIN ALONG BIKE PATH

(EX) BIKE PATH TO REMAIN——

WUCOLS

LOW



VITA
PLANNING AND LANDSCAPE ARCHITECTURE

181 THIRD STREET, SUITE 100 SAN RAFAEL, CALIFORNIA 94901 p: 415.259.0190 | f: 415.259.0157

⋖

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HOMEWO

NO. DATE REVISION

KEY PLAN

APN: 097-140-003

DESIGN REVIEW

DRAWN BY: NL
CHECKED BY: TC/DR
DATE: DECEMBER 18, 2020
SHEET TITLE:
PLANTING PLAN SHRUBS.

PLANTING PLAN -SHRUBS, GROUNDCOVER, & GRASSES

SHEET NUMBER:

3. SOIL BERM TO HOLD WATER 4. MINIMUM DEPTH OF 12" PLANTING SOIL FOR GROUNDCOVER BED

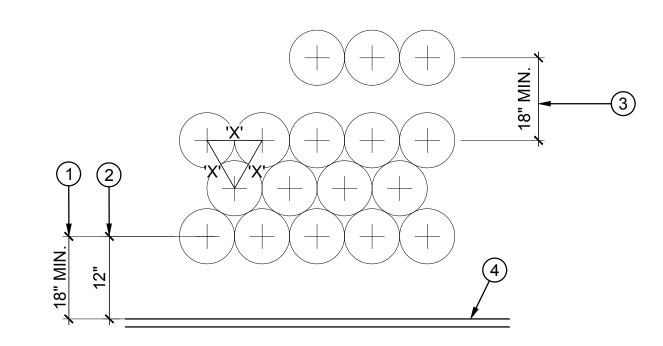
5. EXCAVATE ENTIRE ARGA SPECIFIED FOR GROUND- COVER BED

6. FINISHED GRADE (SEE GRADING PLAN) 7. PREPARED PLANTING SOIL AS SPECIFIED. EXCAVATE ENTIRE BED TO BE TO RECEIVE PLANTING SOIL AS

NOTES

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS/BEDS PRIOR TO INSTALLATION.





KEY

SETBACK FOR SHRUBS

PLANTED 30" O.C. OR GREATER 2. SETBACK FOR GROUNDCOVER AND ANNUALS 3. PROVIDE MIN. 18" SPACING

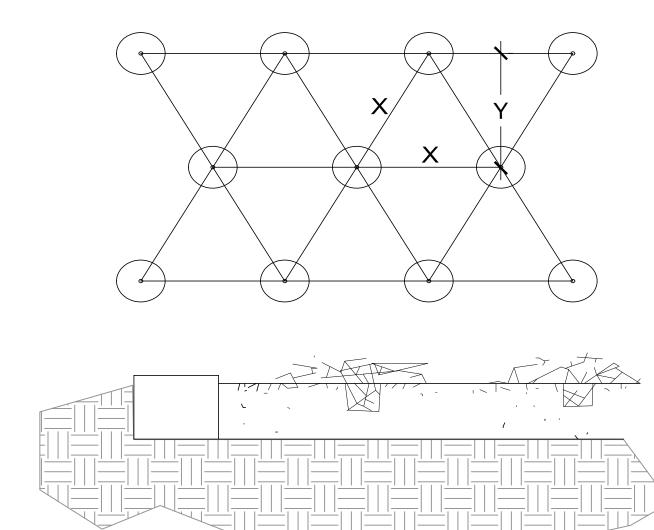
BETWEEN DIFFERENT PLANT

4. CURB OR EDGE OF PAVEMENT

NOTES

 ALL SHRUBS AND GROUNDCOVER MASSES TO **USE TRIANGULAR SPACING** EXCEPT WHERE NOTED REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING 'X'





NOTES

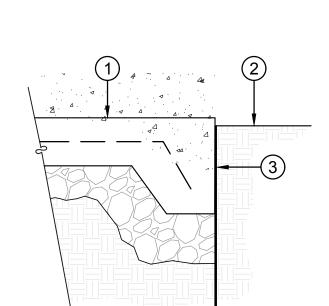
1. ALL GROUNDCOVERS TO BE PLANTED ON CENTER (SEE PLANT LEGEND) IN A TRIANGULAR PATTERN: 2. X = O.C. DIMENSIONS AS NOTED

ON PLAN 3. Y = .86 OF DIMENSION X4. PREPARE SOIL PER SOIL

FERTILTIY ANALYSIS PRIOR TO ANY IRRIGATION WORK 5. AMENDED SOIL BACKFILL PER

SOIL FERTILITY ANALYSIS RECOMMENDATIONS TO BE PROVIDED BY CONTRACTOR.

TRIANGULAR SPACED GROUNDCOVER



1. PAVING, SEE HARDSCAPE & MATERIALS PLAN

2. PLANTING AREA, SEE PLANTING PLAN 3. ROOTBARRIER UB24-2 FROM DEEPROOT OR APPROVED EQUAL, INSTALL PER MANUFACTURER'S INSTRUCTIONS.

NOTES:

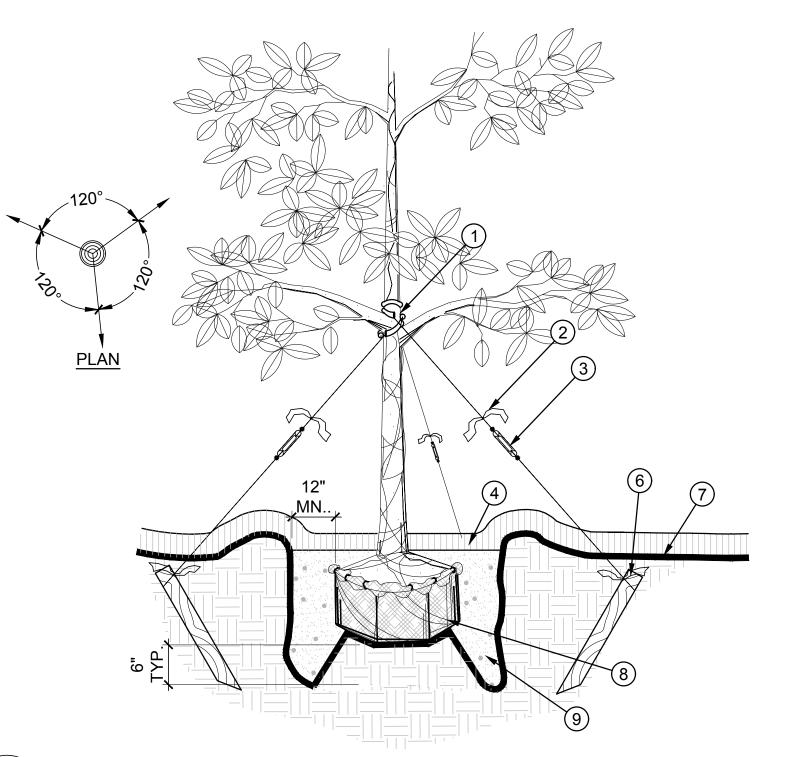
A. CONTRACTOR TO REVIEW SITE CONSTRUCTION PLANS WITH OWNER/S REPRESENTATIVE AND/OR LA PRIOR TO CONSTRUCTION.

B. LOCATE ROOT BARRIER WHERE ALL TREES ARE WITHIN 10' OF CONCRETE PAVING, WALLS, FENCES, DECOMPOSED GRANITE, AND BUILDINGS.

C. DEEPROOT GREEN INFRASTRUCTURE, LLC 101 MONTGOMERY STREET, SUITE 2850 SAN FRANCISCO, CA 94104 INFO@DEEPROOT.COM TEL: 415 781 9700



SECTION SCALE N.T.S.



KEY

 PROTECT TREE WITH BLACK RUBBER HOSE. 2. WHITE PLASTIC FLAG ON WIRE

ABOVE TURN- BUCKLE AND 4" ABOVE GROUND, TYP. 3. #10 GUAGE WIRE WITH

GALVANIZED TURN- BUCKLE. 4. 3" MULCH AS SPECIFIED 5. SOIL BERM TO HOLD WATER 6. 2" X 4" X 3' STAKES BURIED 3" BELOW FINISHED GRADE.

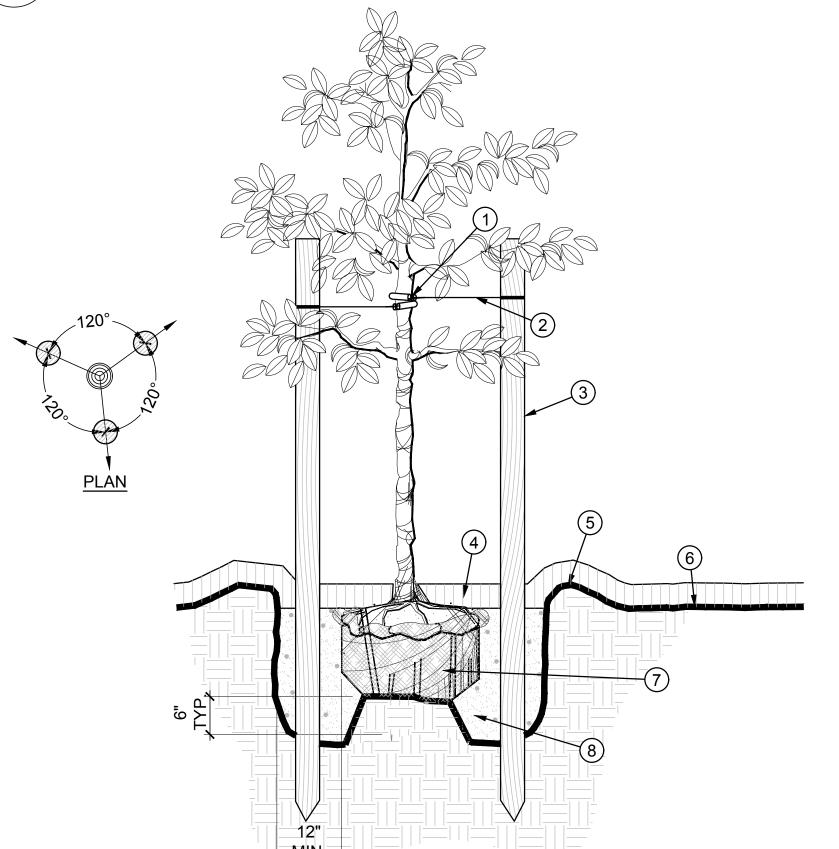
7. FINISHED GRADE (SEE **GRADING PLAN)** 8. B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT

BALL REQUIREMENTS). 9. PREPARED PLANTING SOIL AS SPECIFIED.

NOTES

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

LARGE TREE 36" BOX OR LARGER SECTION SCALE N.T.S.



KEY

1. PROTECT TREE TRUNK WITH

BLACK RUBBER HOSE 2. #10 GUAGE WIRE

3. THREE 3" DIA X 8" STAKES SPACE EVENLY AROUND TREE

4. 3" BARK MULCH AS SPECIFIED 5. SOIL BERM TO HOLD WATER

6. FINISHED GRADE (SEE GRADING PLAN) 7. B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT

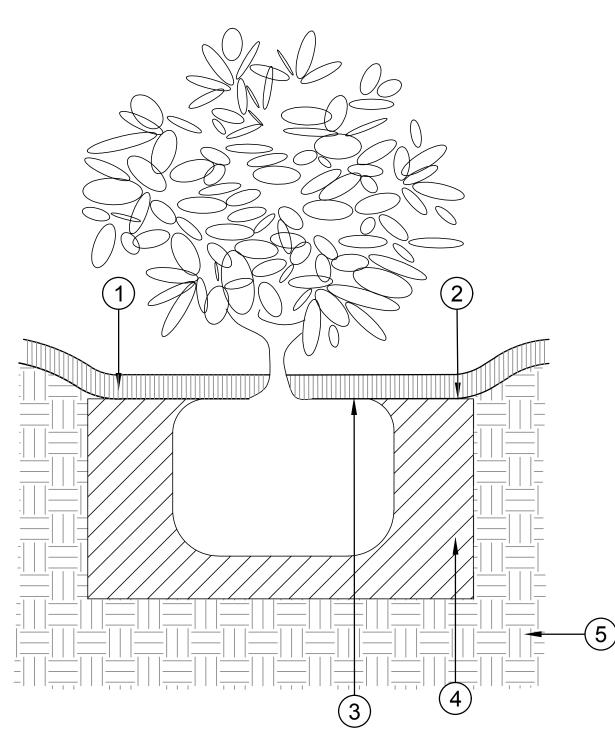
BALL REQUIREMENTS). 8. PREPARED PLANTING SOIL AS SPECIFIED.

NOTES

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

SMALL TREE 24" BOX OR SMALLER SECTION SCALE N.T.S.



1. 3" BARK MULCH AS SPECIFIED 2. SET CROWN 1" ABOVE FINISH

3. DO NOT BURY TOP OF ROOTBALL

4. PLANTING SOIL MIXTURE PER SOIL PERTILITY ANALYSIS 5. PIT WIDTH: 2X DIAMETER OF

CONTAINER; PIT DEPTH: TO **EQUAL ROOTBALL**

SHRUB SECTION SCALE N.T.S.

VITA PLANNING AND LANDSCAPE ARCHITECTURE

> 181 THIRD STREET, SUITE 100 SAN RAFAEL, CALIFORNIA 94901 p: 415.259.0190 | f: 415.259.0157

HOMEWO

REVISION

KEY PLAN

NO. DATE

DESIGN REVIEW

APN: 097-140-003

DRAWN BY: CHECKED BY:

SHEET TITLE: **PLANTING**

DETAILS

L2.00

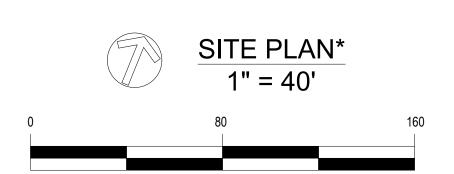
SHEET NUMBER:

DECEMBER 18, 2020

APPROVED CONDITIONS

BOOGSTS PARCEL (CO) BY OGSTS PARCEL (CO) B

NEW PARCEL 3 - RESIDENTIAL



APPROVED ENTITLEMENTS - LOT 3*

ENSITY: EIGHT (8) RESIDENTIAL CONDO UNITS LOCATED IN TWO (2) STRUCTURES

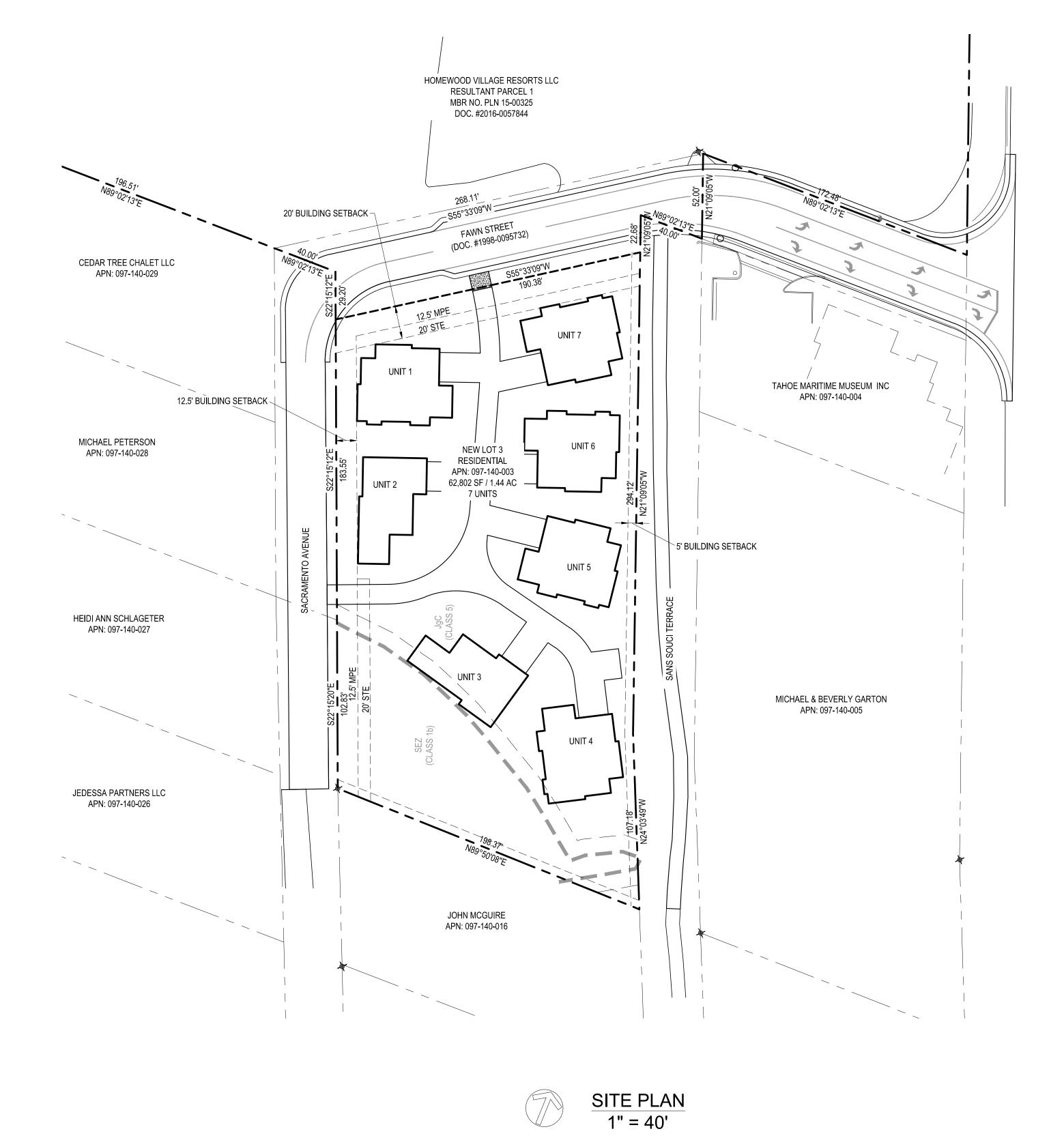
MINIMUM BUILDING SETBACK: 5 FEET FROM FAWN ST. RIGHT OF WAY

LAND COVERAGE: 23,000 SQUARE FEET MAXIMUM.

SEZ RESTORATION: RESTORATION TO RESULT IN EFFECTIVELY FUNCTIONING STREAM ENVIRONMENT ZONE THAT IS DESIGNED TO SLOW, SPREAD AND TREAT RUNOFF FROM STORM WATER AND SNOWMELT

*SOURCE: MICHAEL JOHNSON, AGENCY DIRECTOR, PLACER COUNTY CDRA. "RE: DETERMINATION OF SUBSTANTIAL CONFORMANCE - HOMEWOOD MOUNTAIN RESORT SKI AREA MASTER PLAN (PGPA-20110329)." RECEIVED BY DAVID TIRMAN, JMA VENTURES, LLC. DATED AUGUST 18, 2014.

PROPOSED CONDITIONS



PROPOSED ENTITLEMENTS - LOT 3

DENSITY: SEVEN (7) RESIDENTIAL CONDO UNITS LOCATED IN SEVEN (7) STRUCTURES

MINIMUM BUILDING SETBACK: 5 FEET FROM SANS SOUCI TERRACE RIGHT OF WAY

D COVERAGE: 23,000 SQUARE FEET MAXIMUM.

SEZ RESTORATION: RESTORATION TO RESULT IN EFFECTIVELY FUNCTIONING STREAM ENVIRONMENT ZONE THAT IS DESIGNED TO SLOW, SPREAD AND TREAT RUNOFF FROM STORM WATER AND SNOWMELT

Profession T. Profession C68809

BAR IS ONE INCH AT FULL SCALE

IF NOT ONE INCH SCALE ACCORDINGLY

HOMEWOOD VILLAGE RESORTS

EXHIBIT FOR DETERMINATION OF SUBSTANTIAL CONFORMAN(

APN: 097-140-003

EX.A



COUNTY OF PLACER Community Development/Resource Agency

Michael J. Johnson, AICP Agency Director **ADMINISTRATION**

August 18, 2014

David A. Tirman JMA Ventures, LLC P.O. Box 3938 Truckee, CA. 96160

Subject: Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)

The County is in receipt of your letter dated June 11, 2014 in which you request a finding of substantial conformance with the approved Vesting Tentative Subdivision Map and Conditional Use Permit for the Homewood Mountain Resort Ski Area Master Plan. The Development Review Committee (DRC) understands the modifications to include:

North Base

A unit reduction at the North Base entirely within Lot 3 (Fawn Street parcel) shown on the Vesting Tentative Subdivision Map. The original Master Plan approval allowed for up to fifteen (15) residential condo units within one structure on Lot 3. The revised density for Lot 3 is eight (8) residential condo units located in two structures, a reduction of seven (7) residential condo units.

Restoration on Lot 3 that will result in an effectively functioning Stream Environment Zone that is designed to slow, spread and treat the runoff from both storm water and snowmelt. Total revised coverage on the Fawn Street parcel will be no more than 23,000 square feet.

South Base

Unit modifications at the South Base within Lots 1 and 2 which include elimination of ten (10) residential condo units from within a single structure on Lot 2, and the addition of four (4) residential condo units being added to structures on Lot 1, for a net reduction of six (6) residential condo units.

Other

Modifications to reduce the size of all facility floor areas at mid-mountain to no more than 30,000 sq. ft. This is inclusive of the mid-mountain lodge and the mid-mountain maintenance facility.

Reduction of an additional 44,000 square feet of coverage to be permanently retired, in addition to the 178,000 sq. ft. of coverage already required to be retired.

David A.Tirman
Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)
Page 2 of 3

Background

On December 6, 2011 the Board of Supervisors approved the Homewood Mountain Resort Ski Area Master Plan including a Vesting Tentative Subdivision Map and a Conditional Use Permit. As a result of a settlement agreement between Homewood Village Resorts, LLC (HVR), the Friends of the West Shore, and the Tahoe Area Sierra Club executed on January 27, 2014, HVR agreed to reduce the number of residential units in the Homewood Mountain Resort Ski Area Master Plan by thirteen (13) units. Seven (7) residential condo units were eliminated from the North Base area and six (6) residential condo units were eliminated from the South Base area. The unit count reduction does not impact the Vesting Tentative Map parcel boundaries, however, it does result in minor adjustments to the unit density per lot. The settlement agreement did not require a reduction in saleable residential area, but rather in unit count only.

Analysis

The County's Development Review Committee (DRC) has reviewed the Homewood Mountain Resort Master Plan Settlement Agreement Revisions to Vesting Tentative Map document (Exhibit A) as well as the June 11, 2014 letter requesting a finding of substantial conformance.

As shown on Exhibit A, along with the reduction of density by seven (7) residential condo units on Lot 3 at the North Base, there are also corresponding reductions in building massing and impervious coverage to a maximum of 23,000 sq. ft. In addition, the Stream Environment Zone (SEZ) on Lot 3 is now proposed to be completely restored to an effectively functioning SEZ that is designed to slow, spread and treat the runoff from both storm water and snowmelt. After review, the DRC has concluded that the proposed modifications on Lot 3 are environmentally superior, result in no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project.

At the South Base, while there is a density shift on Lot 1 to increase the unit count from 30 to 34 residential condo units, it is very minor in scale and wouldn't result in any new or substantially greater impacts than originally analyzed in the environmental document for the project. On Lot 2, there is a total reduction of ten (10) residential condo units within a single structure. Consequently, the unit count at the South Base will be reduced by a net six (6) residential condo units. As such, the DRC can conclude that the proposed modifications on Lot 1 and 2 will result in equal or less impacts than those analyzed as part of the Environmental Impact Report/Environmental Impact Statement previously certified for the Homewood Mountain Resort Ski Area Master Plan, result in no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project.

The other modifications including the reduction in the size of all facility floor areas at midmountain to no more than 30,000 sq. ft. and the additional 44,000 square feet of coverage to be permanently retired result in less project environmental impacts, have no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project.

David A.Tirman
Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)
Page 3 of 3

Finding of Substantial Conformance

On the basis of the above analysis, Placer County hereby makes a finding of substantial conformance for the Homewood Mountain Resort Ski Area Master Plan project as described in your letter dated June 11, 2014. Please accept this letter, along with the signed Vesting Tentative Subdivision Map Exhibit(forthcoming), as the County's formal approval of the request.

Should you have any questions regarding this finding of substantial conformance, please contact Assistant Agency Director Paul Thompson at the Community Development Resource Agency, (530) 581-6210.

Sincerely.

MICHAEL J. JOHNSON, AICP

Agency Director

Exhibits:

Exhibit A – Homewood Mountain Resort Master Plan, Settlement Agreement – Revisions to Vesting Tentative Map – June 11, 2014

Exhibit B – Revised Vesting Tentative Subdivision Map(forthcoming)

cc. Project File
Paul Thompson, CDRA
E. J. Ivaldi, Planning Services Division
Rick Eiri, Engineering and Surveying Division
Ken Grehm, Department of Public Works
Kenneth Stewart, Environmental Health Services
Andy Fisher, Facility Services, Parks Division
Karin Schwab, County Counsel's Office
John Marshall, TRPA

530.581.5475 fax



David A. Tirman Executive Vice President Direct: (530) 581-5472 dtirman@jmaventuresllc.com

June 11, 2014

Mr. Paul Thompson Placer County Community Development Resource Agency-Planning Department 3091 County Center Drive, Suite 280 Auburn, CA. 95603

Re: Homewood Master Plan-Legal Settlement Plan Revisions

Dear Paul:

Homewood Village Resorts (HVR) respectfully requests that the Placer County Development Review Committee (DRC) review the following description of revisions to the Homewood master plan and the accompanying graphic exhibits describing the same; this in order to make a determination that the Homewood master plan revisions are in substantial conformance with the approved HVR vesting tentative map of 2011 and in substantial compliance with the HVR conditions of approval as listed in the 2011 Conditional Use Permit.

As a result of a settlement agreement between Homewood Village Resorts, LLC (HVR), the Friends of the West Shore and the Tahoe Area Sierra Club executed on January 27, 2014, HVR agreed to reduce the number of residential units in the Homewood Ski Area Master Plan by thirteen (13) units. Seven (7) residential units were eliminated from the North Base area and six (6) residential units were eliminated from the South Base area. The unit count reduction does not impact the vesting tentative map parcel boundaries, however, does result in minor adjustments to the unit density per lot. The accompanying graphic document illustrates the unit count revisions compared to the approved 2011 master plan resulting from the settlement agreement. The settlement agreement did not require a reduction in saleable residential area, but rather in unit count only.

North Base

The unit reduction at the North Base occurs entirely within lot 3 (Fawn Street parcel) of the vesting tentative map. The original master plan approval allowed for up to fifteen (15) residential units on Lot 3. The revised density for lot 3 is eight (8) residential units; again a reduction of seven (7) residential units.



The Fawn St. parcel stream environment zone (SEZ) is to be restored to an effectively functioning stream environment zone that is designed to slow, spread and treat the runoff from both storm water and snowmelt. Total revised coverage on the Fawn St. parcel will be no more than 23,000 square feet.

South Base

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Other

The settlement agreement also provides for a reduction in the size of all facility floor areas at mid-mountain to no more than 30,000 sq. ft. This is inclusive of the mid-mountain lodge and the mid-mountain maintenance facility.

In addition, the settlement agreement requires an additional 44,000 square feet of coverage to be permanently retired; this would be in addition to the 178,000 sq. ft. of coverage already required to be retired.

This summarizes the key revisions to the Homewood Masterplan stemming from the abovementioned settlement agreement. Should you have any questions, please do not hesitate to contact me directly. Thank you.

Sincerely,

David A. Tirman

Executive Vice President,

Attachments:

- Homewood Mountain Resort (HMR) Vesting Tentative map 9-26-11
- HMR Master Plan Revisions to Vesting Tentative Map based on Settlement Agreement-6-11-14

Cc:
Art Chapman, JMA Ventures, LLC
Howard Wilkins, Remy Moose Manley, LLP
Karin Schwab, County Counsel, Placer County
Leslie Amsberry, Placer County
Rick Eiri, Placer County
Todd Chapman, JMA Ventures, LLC

Homewood Mountain Resort Masterplan

Settlement Agreement

June 2014

Revisions to Vesting Tentative Map

Vesting Tentative Map New Lot Table 2011 Homewood Master Plan

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Vesting Tentative Map New Lot Table 2014 Revised Homewood Master Plan

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Lot 3 (15 units) HMR Vesting Tentative Map (as approved in 2011)

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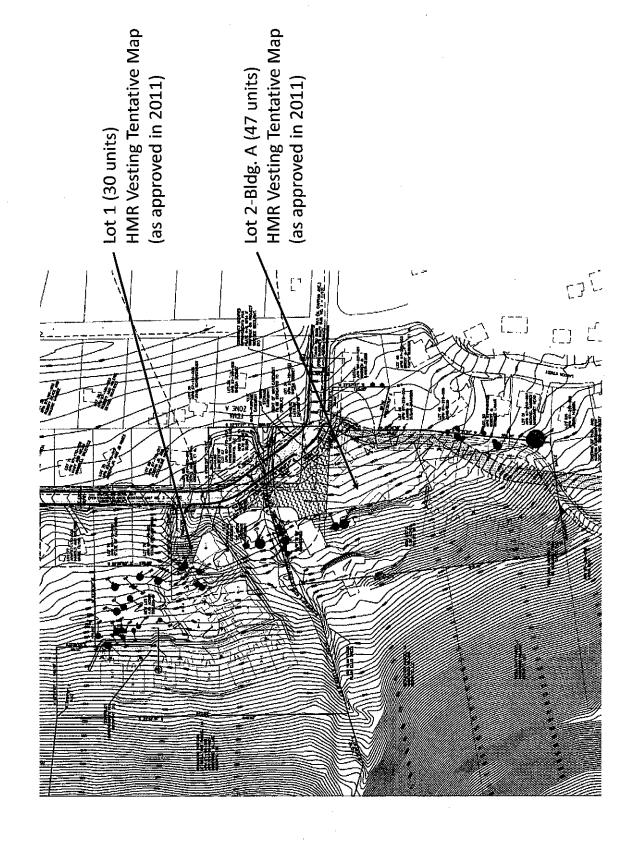


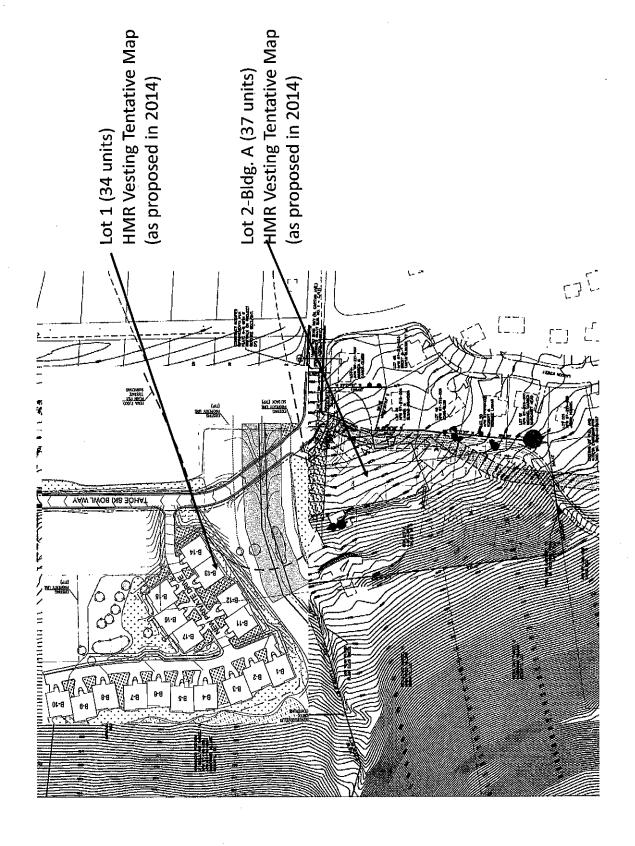
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NEW PARCEL 3 - RESIDENTIAL

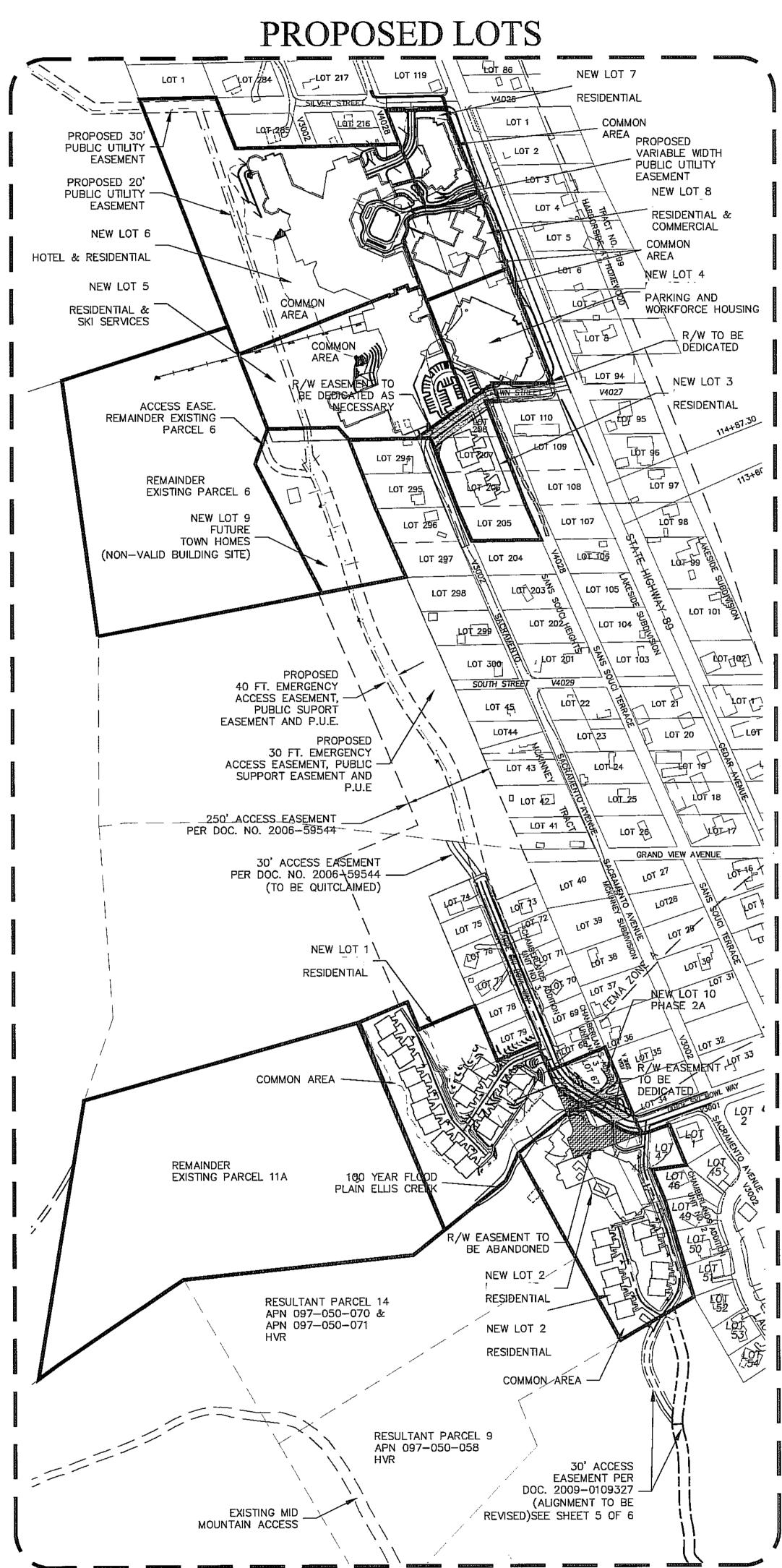






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HOMEWOOD SKI AREA CONTACT INFORMATION SUBSTANTIAL CONFORMANCE MAP EXHIBIT HOMEWOOD VILLAGE RESORT, LLC. OWNER: HOMEWOOD MOUNTAIN RESORT 5145 WEST LAKE BOULEVARD APRIL, 2015 HOMEWOOD, CALIFORNIA 96141 ALPINE MEADOWS (530) 525-2992 TAHOE CITY JMA VENTURES, LL.C. ATTN: DAVE TIRMAN DEVELOPER: New Lot Table P.O. BOX 3938 SUNNYSIDE TRUCKEE, CALIFORNIA 96160 Acres Sq. Ft. Residential Commercial Hotel Ski Svcs. Common Area No. Condo Units/Bldg Bldg (530) 582-6085 SOUTHWEST GAS ATTN: BRUCE SVENSON BLDGS. B-1 THRU B-17 4.81 209,324 X 34 residential condo units New Lot 1 GAS: WATER/SEWER: TAHOE CITY PUBLIC UTILITY TAHOE PINES BLDG. A 4.39 191,172 X 37 residential condo units New Lot 2 DISTRICT 218 INCLINE COURT LAKE TAHOE! X 18 residential condo units 221 FAIRWAY DRIVE New Lot 2 (continued) BLDGS. A-1THRU A-9 INCLINE VILLAGE, NEVADA 89451 SITE ** HOMEWOOD TAHOE CITY, CALIFORNIA 96145 NOT TO SCALE (800) 530-3426 1.48 64,380 X X 8 residential condo units BLDGS, C-1THRU C-4 New Lot 3 (530) 583-3796 TAHOMA PLACER COUNTY 1.82 79,353 X New Lot 4 BLDG. P N/A Employee housing appartments NORTH TAHOE FIRE EL DORADO COUNTY LIBERTY ENERGY, CALIFORNIA PACIFIC ELECTRICITY: ATTN: TIM ALAMEDA 4.38 190,902 X X X X 45 residential condo units New Lot 5 BLDG. A ELECTRIC CO. P.O. BOX 5879 7.97 347,124 X BLDG. B 35 residential condo units SUGAR PINE POINT STATE PARK TIM HUTTON New Lot 6 TAHOE CITY, CALIFORNIA 96145 MEEKS BAY 701 NATIONAL AVENUE, P.O. 107 1.03 44,774 X BLDG. E 15 residential condo units (530) 583-6913 New Lot 7 PLACER COUNTY TAHOE VISTA, CA 96148 EL DORADO COUNTY 1.36 59,259 X X New Lot 8 BLDG. D 16 residential condo units (530) 546-1737 TAHOE TRUCKEE UNIFIED Future Townhouses 2.81 122,573 Non valid building site New Lot 9 SCHOOLS: TELEPHONE: AT+T SCHOOL DISTRICT ATTN: CHARLES T. KEATLEY 0.70 30,594 New Lot 10 N/A 11839 DONNER PASS RD. 12824 EARHART AVENUE 9.91 431,853 X Remainder Existing Parcel 6 N/A TRUCKEE, CALIFORNIA 96161 AUBURN, CALIFORNIA 95602 (530) 582-7600 14.74 642,058 X N/A (530) 888-2365 PROPOSED LOTS NEW LOT 7 LOT 217 RESIDENTIAL V4028-SILVER STREET LOT 1 COMMON



NOTE: PHASING SUBJECT TO DRC REVIEW AND APPROVAL

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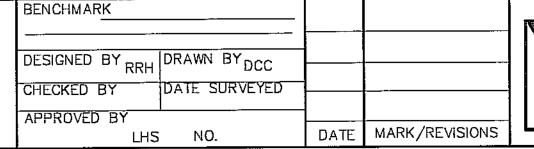
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EXHIBIT B



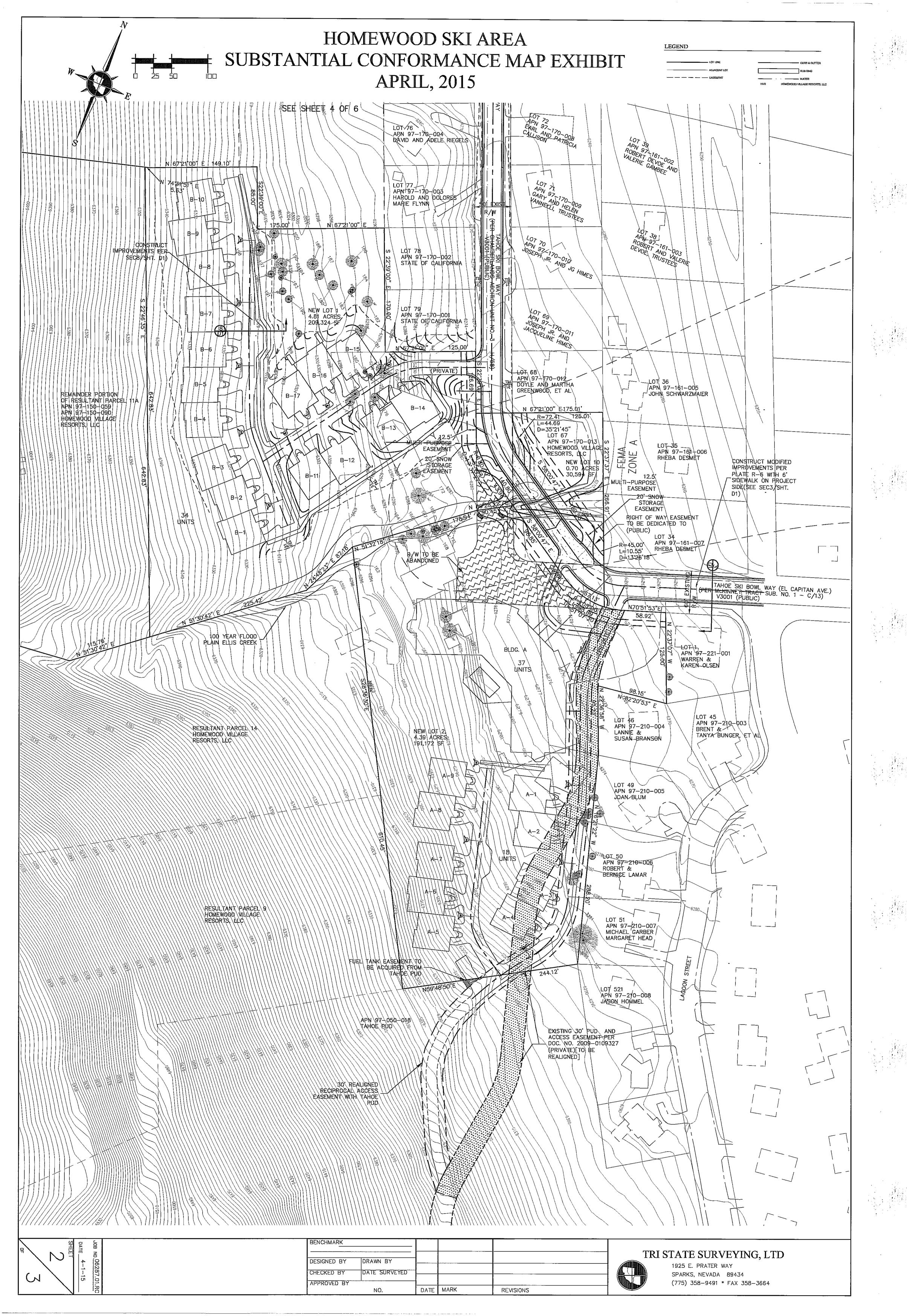


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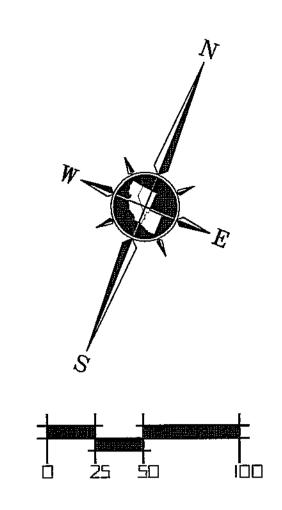
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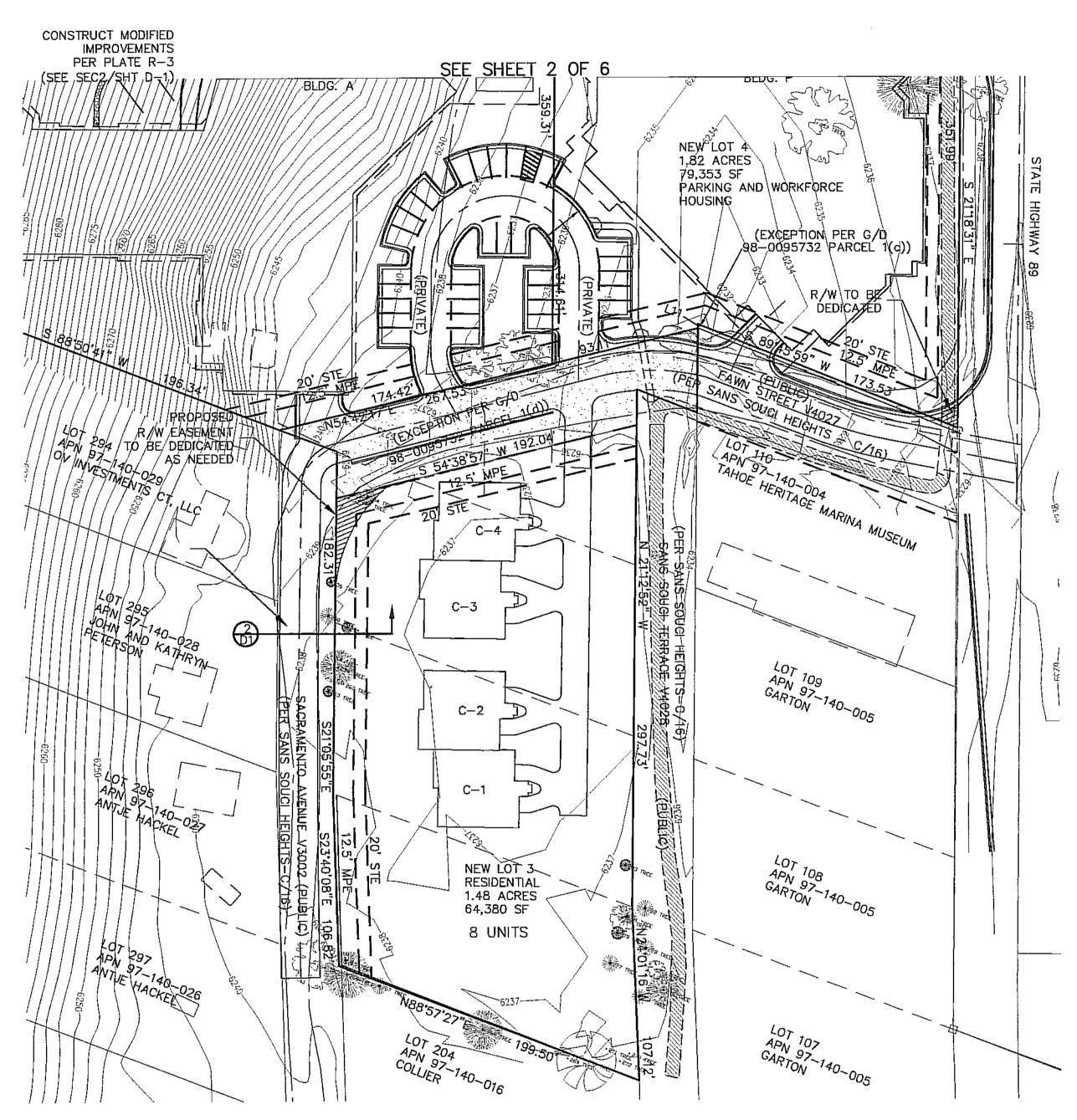
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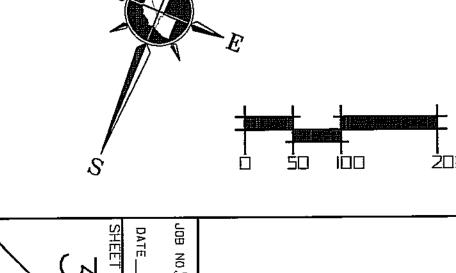
HOMEWOOD SKI AREA SUBSTANTIAL CONFORMANCE MAP EXHIBIT APRIL, 2015



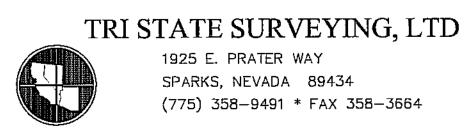


NEW PARCEL 3 - RESIDENTIAL

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COUNTY OF PLACER Community Development/Resource Agency

Michael J. Johnson, AICP Agency Director

ADMINISTRATION

August 18, 2014

David A. Tirman JMA Ventures, LLC P.O. Box 3938 Truckee, CA. 96160

Subject: Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)

The County is in receipt of your letter dated June 11, 2014 in which you request a finding of substantial conformance with the approved Vesting Tentative Subdivision Map and Conditional Use Permit for the Homewood Mountain Resort Ski Area Master Plan. The Development Review Committee (DRC) understands the modifications to include:

North Base

A unit reduction at the North Base entirely within Lot 3 (Fawn Street parcel) shown on the Vesting Tentative Subdivision Map. The original Master Plan approval allowed for up to fifteen (15) residential condo units within one structure on Lot 3. The revised density for Lot 3 is eight (8) residential condo units located in two structures, a reduction of seven (7) residential condo units.

Restoration on Lot 3 that will result in an effectively functioning Stream Environment Zone that is designed to slow, spread and treat the runoff from both storm water and snowmelt. Total revised coverage on the Fawn Street parcel will be no more than 23,000 square feet.

South Base

Unit modifications at the South Base within Lots 1 and 2 which include elimination of ten (10) residential condo units from within a single structure on Lot 2, and the addition of four (4) residential condo units being added to structures on Lot 1, for a net reduction of six (6) residential condo units.

Other

Modifications to reduce the size of all facility floor areas at mid-mountain to no more than 30,000 sq. ft. This is inclusive of the mid-mountain lodge and the mid-mountain maintenance facility.

Reduction of an additional 44,000 square feet of coverage to be permanently retired, in addition to the 178,000 sq. ft. of coverage already required to be retired.

David A.Tirman
Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)
Page 2 of 3

Background

On December 6, 2011 the Board of Supervisors approved the Homewood Mountain Resort Ski Area Master Plan including a Vesting Tentative Subdivision Map and a Conditional Use Permit. As a result of a settlement agreement between Homewood Village Resorts, LLC (HVR), the Friends of the West Shore, and the Tahoe Area Sierra Club executed on January 27, 2014, HVR agreed to reduce the number of residential units in the Homewood Mountain Resort Ski Area Master Plan by thirteen (13) units. Seven (7) residential condo units were eliminated from the North Base area and six (6) residential condo units were eliminated from the South Base area. The unit count reduction does not impact the Vesting Tentative Map parcel boundaries, however, it does result in minor adjustments to the unit density per lot. The settlement agreement did not require a reduction in saleable residential area, but rather in unit count only.

Analysis

The County's Development Review Committee (DRC) has reviewed the Homewood Mountain Resort Master Plan Settlement Agreement Revisions to Vesting Tentative Map document (Exhibit A) as well as the June 11, 2014 letter requesting a finding of substantial conformance.

As shown on Exhibit A, along with the reduction of density by seven (7) residential condo units on Lot 3 at the North Base, there are also corresponding reductions in building massing and impervious coverage to a maximum of 23,000 sq. ft. In addition, the Stream Environment Zone (SEZ) on Lot 3 is now proposed to be completely restored to an effectively functioning SEZ that is designed to slow, spread and treat the runoff from both storm water and snowmelt. After review, the DRC has concluded that the proposed modifications on Lot 3 are environmentally superior, result in no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project.

At the South Base, while there is a density shift on Lot 1 to increase the unit count from 30 to 34 residential condo units, it is very minor in scale and wouldn't result in any new or substantially greater impacts than originally analyzed in the environmental document for the project. On Lot 2, there is a total reduction of ten (10) residential condo units within a single structure. Consequently, the unit count at the South Base will be reduced by a net six (6) residential condo units. As such, the DRC can conclude that the proposed modifications on Lot 1 and 2 will result in equal or less impacts than those analyzed as part of the Environmental Impact Report/Environmental Impact Statement previously certified for the Homewood Mountain Resort Ski Area Master Plan, result in no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project.

The other modifications including the reduction in the size of all facility floor areas at midmountain to no more than 30,000 sq. ft. and the additional 44,000 square feet of coverage to be permanently retired result in less project environmental impacts, have no change to the Vesting Tentative Subdivision Map, and substantially conform to the Conditional Use Permit for the original project.

David A.Tirman
Determination of Substantial Conformance - Homewood Mountain Resort Ski Area Master Plan (PGPA-20110329)
Page 3 of 3

Finding of Substantial Conformance

On the basis of the above analysis, Placer County hereby makes a finding of substantial conformance for the Homewood Mountain Resort Ski Area Master Plan project as described in your letter dated June 11, 2014. Please accept this letter, along with the signed Vesting Tentative Subdivision Map Exhibit(forthcoming), as the County's formal approval of the request.

Should you have any questions regarding this finding of substantial conformance, please contact Assistant Agency Director Paul Thompson at the Community Development Resource Agency, (530) 581-6210.

Sincerely.

MICHAEL J. JOHNSON, AICP

Agency Director

Exhibits:

Exhibit A – Homewood Mountain Resort Master Plan, Settlement Agreement – Revisions to Vesting Tentative Map – June 11, 2014

Exhibit B – Revised Vesting Tentative Subdivision Map(forthcoming)

cc. Project File
Paul Thompson, CDRA
E. J. Ivaldi, Planning Services Division
Rick Eiri, Engineering and Surveying Division
Ken Grehm, Department of Public Works
Kenneth Stewart, Environmental Health Services
Andy Fisher, Facility Services, Parks Division
Karin Schwab, County Counsel's Office
John Marshall, TRPA

530.581.5475 fax



David A. Tirman Executive Vice President Direct: (530) 581-5472 dtirman@jmaventuresllc.com

June 11, 2014

Mr. Paul Thompson Placer County Community Development Resource Agency-Planning Department 3091 County Center Drive, Suite 280 Auburn, CA. 95603

Re: Homewood Master Plan-Legal Settlement Plan Revisions

Dear Paul:

Homewood Village Resorts (HVR) respectfully requests that the Placer County Development Review Committee (DRC) review the following description of revisions to the Homewood master plan and the accompanying graphic exhibits describing the same; this in order to make a determination that the Homewood master plan revisions are in substantial conformance with the approved HVR vesting tentative map of 2011 and in substantial compliance with the HVR conditions of approval as listed in the 2011 Conditional Use Permit.

As a result of a settlement agreement between Homewood Village Resorts, LLC (HVR), the Friends of the West Shore and the Tahoe Area Sierra Club executed on January 27, 2014, HVR agreed to reduce the number of residential units in the Homewood Ski Area Master Plan by thirteen (13) units. Seven (7) residential units were eliminated from the North Base area and six (6) residential units were eliminated from the South Base area. The unit count reduction does not impact the vesting tentative map parcel boundaries, however, does result in minor adjustments to the unit density per lot. The accompanying graphic document illustrates the unit count revisions compared to the approved 2011 master plan resulting from the settlement agreement. The settlement agreement did not require a reduction in saleable residential area, but rather in unit count only.

North Base

The unit reduction at the North Base occurs entirely within lot 3 (Fawn Street parcel) of the vesting tentative map. The original master plan approval allowed for up to fifteen (15) residential units on Lot 3. The revised density for lot 3 is eight (8) residential units; again a reduction of seven (7) residential units.



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South Base

At the South Base, there was a total residential unit count reduction of six (6) units. Ten (10) residential units are being eliminated from Lot 2 and four (4) residential units are being added to Lot 1, for a resultant unit count reduction of six (6) residential units.

Other

The settlement agreement also provides for a reduction in the size of all facility floor areas at mid-mountain to no more than 30,000 sq. ft. This is inclusive of the mid-mountain lodge and the mid-mountain maintenance facility.

In addition, the settlement agreement requires an additional 44,000 square feet of coverage to be permanently retired; this would be in addition to the 178,000 sq. ft. of coverage already required to be retired.

This summarizes the key revisions to the Homewood Masterplan stemming from the abovementioned settlement agreement. Should you have any questions, please do not hesitate to contact me directly. Thank you.

Sincerely,

David A. Tirman

Executive Vice President,

Attachments:

- Homewood Mountain Resort (HMR) Vesting Tentative map 9-26-11
- HMR Master Plan Revisions to Vesting Tentative Map based on Settlement Agreement-6-11-14

Cc:
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Howard Wilkins, Remy Moose Manley, LLP
Karin Schwab, County Counsel, Placer County
Leslie Amsberry, Placer County
Rick Eiri, Placer County
Todd Chapman, JMA Ventures, LLC

Homewood Mountain Resort Masterplan

Settlement Agreement

June 2014

Revisions to Vesting Tentative Map

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Vesting Tentative Map New Lot Table 2014 Revised Homewood Master Plan

		ALTERNATION	olyhet pi	igutani		WE SELECT	3100112	V 11219		Net de marche de la company
				25 residential condo units & 20 residential condounts	Sresidental condounts & 20 residential condo units					
				2	-8					
			E	#8 #6	-8					
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Vew Lot Table		New Lot 2 (continued) New Lot 3	10 10	ew Lot 5	New Lot 6		© 10.8	New LOT 9	(Ew Lot 10	Renamber Existing Parcel 6 Renamber Existing Parcel 11
- O				1.5				92		製農港區

Lot 3 (15 units) HMR Vesting Tentative Map (as approved in 2011)

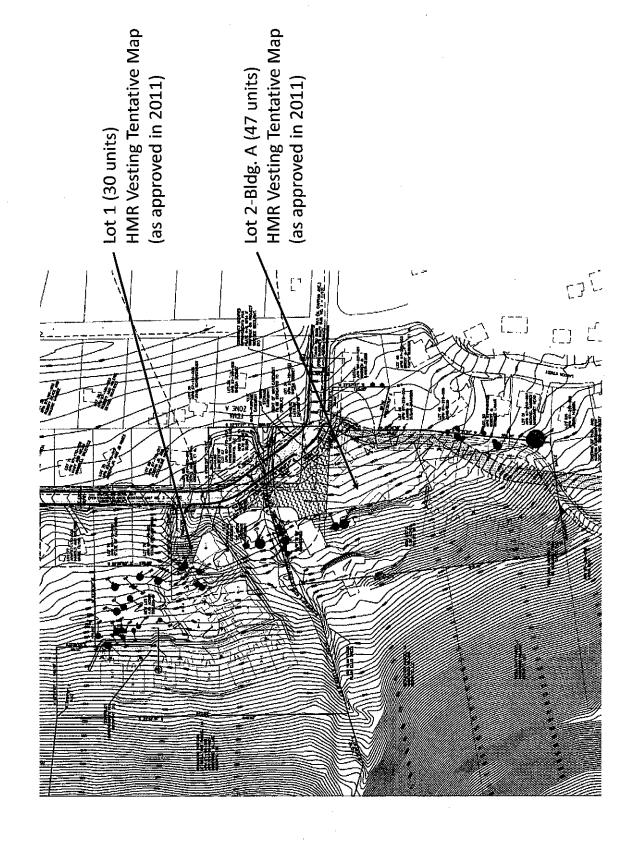
NEW PARCEL 3 - RESIDENTIAL

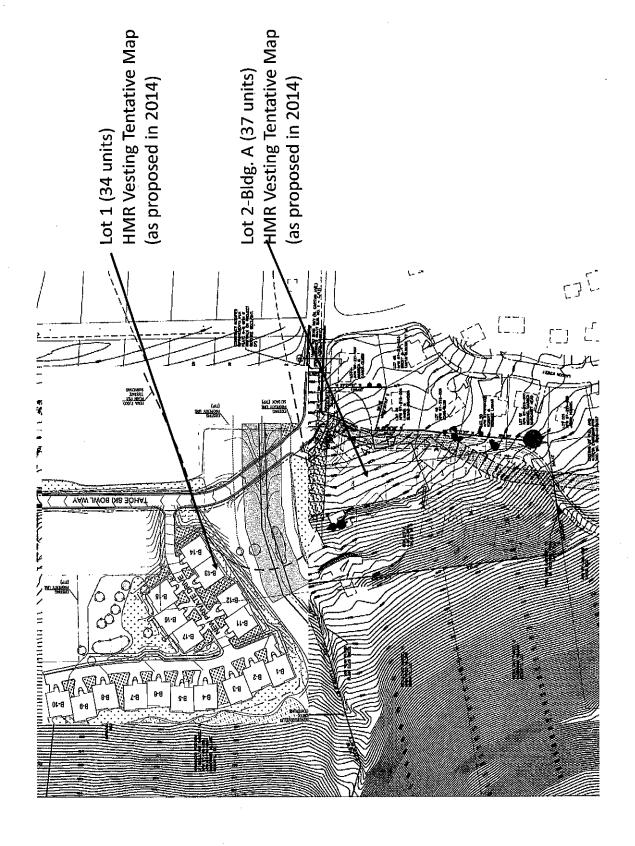


Lot 3 (8 units) HMR Vesting Tentative Map (as proposed in 2014) STATE HIGHWAY 89 CONCEPTUA BIKE PATH ALIGNMENT SACRAMENTO AVENUE Y3002 (PU

NEW PARCEL 3 - RESIDENTIAL

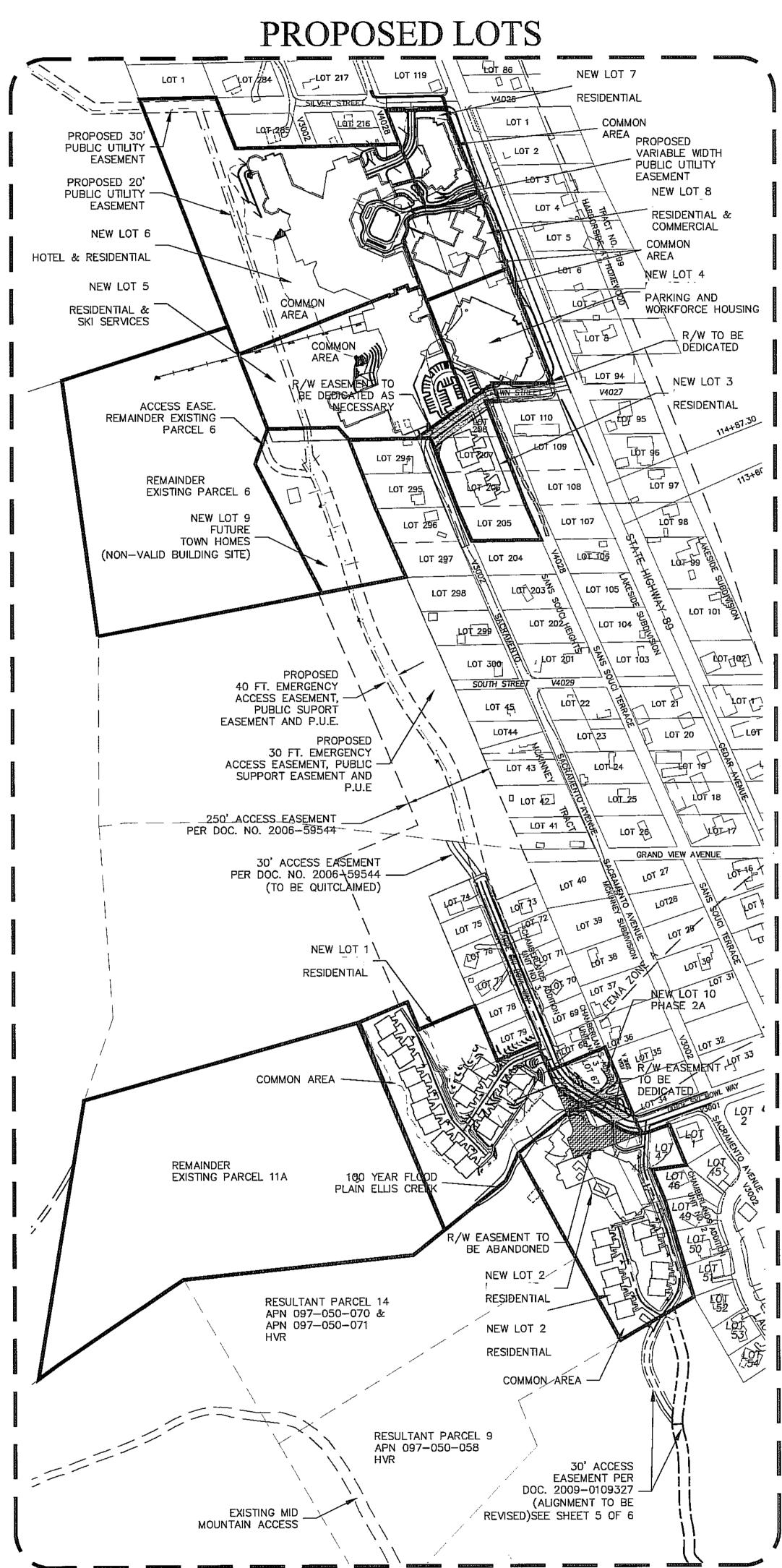






Z S S

HOMEWOOD SKI AREA CONTACT INFORMATION SUBSTANTIAL CONFORMANCE MAP EXHIBIT HOMEWOOD VILLAGE RESORT, LLC. OWNER: HOMEWOOD MOUNTAIN RESORT 5145 WEST LAKE BOULEVARD APRIL, 2015 HOMEWOOD, CALIFORNIA 96141 ALPINE MEADOWS (530) 525-2992 TAHOE CITY JMA VENTURES, LL.C. ATTN: DAVE TIRMAN DEVELOPER: New Lot Table P.O. BOX 3938 SUNNYSIDE TRUCKEE, CALIFORNIA 96160 Acres Sq. Ft. Residential Commercial Hotel Ski Svcs. Common Area No. Condo Units/Bldg Bldg (530) 582-6085 SOUTHWEST GAS ATTN: BRUCE SVENSON BLDGS. B-1 THRU B-17 4.81 209,324 X 34 residential condo units New Lot 1 GAS: WATER/SEWER: TAHOE CITY PUBLIC UTILITY TAHOE PINES BLDG. A 4.39 191,172 X 37 residential condo units New Lot 2 DISTRICT 218 INCLINE COURT LAKE TAHOE! X 18 residential condo units 221 FAIRWAY DRIVE New Lot 2 (continued) BLDGS. A-1THRU A-9 INCLINE VILLAGE, NEVADA 89451 SITE ** HOMEWOOD TAHOE CITY, CALIFORNIA 96145 NOT TO SCALE (800) 530-3426 1.48 64,380 X X 8 residential condo units BLDGS, C-1THRU C-4 New Lot 3 (530) 583-3796 TAHOMA PLACER COUNTY 1.82 79,353 X New Lot 4 BLDG. P N/A Employee housing appartments NORTH TAHOE FIRE EL DORADO COUNTY LIBERTY ENERGY, CALIFORNIA PACIFIC ELECTRICITY: ATTN: TIM ALAMEDA 4.38 190,902 X X X X 45 residential condo units New Lot 5 BLDG. A ELECTRIC CO. P.O. BOX 5879 7.97 347,124 X BLDG. B 35 residential condo units SUGAR PINE POINT STATE PARK TIM HUTTON New Lot 6 TAHOE CITY, CALIFORNIA 96145 MEEKS BAY 701 NATIONAL AVENUE, P.O. 107 1.03 44,774 X BLDG. E 15 residential condo units (530) 583-6913 New Lot 7 PLACER COUNTY TAHOE VISTA, CA 96148 EL DORADO COUNTY 1.36 59,259 X X New Lot 8 BLDG. D 16 residential condo units (530) 546-1737 TAHOE TRUCKEE UNIFIED Future Townhouses 2.81 122,573 Non valid building site New Lot 9 SCHOOLS: TELEPHONE: AT+T SCHOOL DISTRICT ATTN: CHARLES T. KEATLEY 0.70 30,594 New Lot 10 N/A 11839 DONNER PASS RD. 12824 EARHART AVENUE 9.91 431,853 X Remainder Existing Parcel 6 N/A TRUCKEE, CALIFORNIA 96161 AUBURN, CALIFORNIA 95602 (530) 582-7600 14.74 642,058 X N/A (530) 888-2365 PROPOSED LOTS NEW LOT 7 LOT 217 RESIDENTIAL V4028-SILVER STREET LOT 1 COMMON



NOTE: PHASING SUBJECT TO DRC REVIEW AND APPROVAL

LEGEND		BASIS OF BEARINGS	PLANNING DIRECTOR'S DETERMINATION	
	PROJECT BOUNDARY	THE BASIS OF BEARINGS FOR THIS PROJECT IS NAD 1983(94) CALIFORNIA SATE PLANE ZONE 2 (GROUND). THE GROUND TO GRID FACTOR IS 0.99961521	The configuration of the Lots, Roads, and Open Space Vesting Tentative Map for the Homewood Mountain Reconditions of project approval (PGPA 20110329) are a approved environmental document and all established	esort Ski Area Master Plan Project and the pplicable to this configuration and conform to the mitigation measures. The Vesting Tentative Map
and the second s	LOT LINE		parcel boundaries have not changed from the original a resulted in the overall reduction of 13 residential units. density per lot.	
	ADJACENT LOT		I hereby approve this configuration and determine that may be processed by relying upon the existing condition Resort Ski Area Master Plan Project.	the future Final Map based upon this configuration ons of approval for the Homewood Mountain
	EASEMENT			
	CURB & GUTTER		Date: <u>5.6.</u>] 5	By: Michael J. Johnson, AICP
	BUILDING		COUNTY SURVEYOR'S DETERMINATION The configuration of the Lots, Roads, and Open Space Vesting Tentative Map for the Homewood Mountain Re	shown hereon is substantially the same as the esort Ski Area Master Plan Project and the
<u> </u>	· — WATER		conditions of project approval (PGPA 20110329). I her upon this configuration will be found to be in substantial.	al conformance with the approved Vesting
HVR HOMEV	VOOD VILLAGE RESORTS, LLC		Tentative Map dated September 2011 for the Homewo	od Mountain (l esort Ski Area Master Plan Project.
			Date: 5-6-15	By: Eshis Haran Leslie Amsberry, PLS

JOB NO 06287.0.

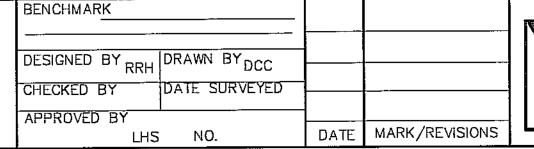
DATE 4-1-15

SHEET

OF

3

EXHIBIT B



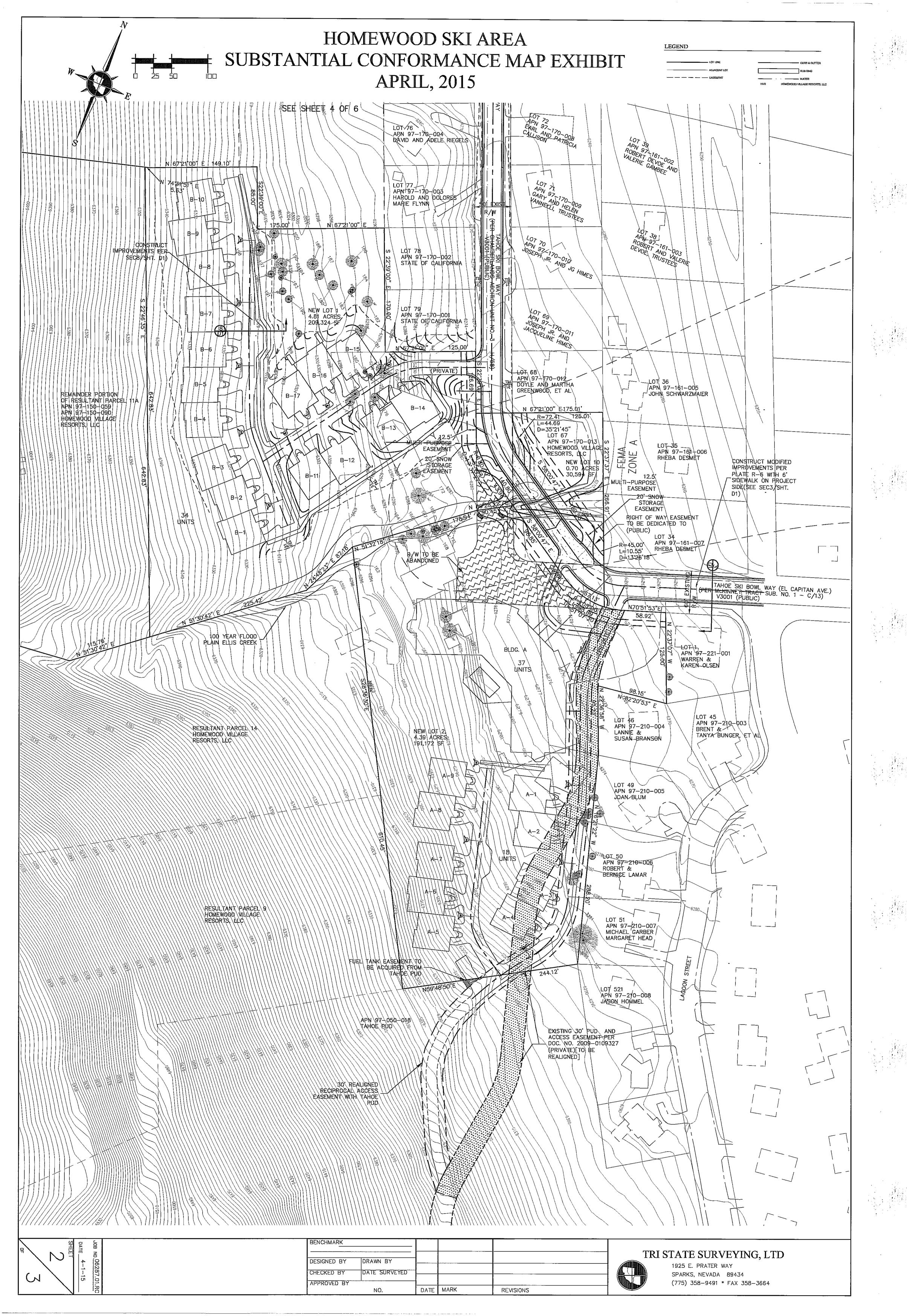


TRI STATE SURVEYING, LTD

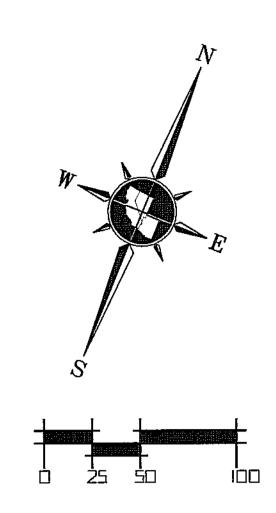
1925 E. PRATER WAY

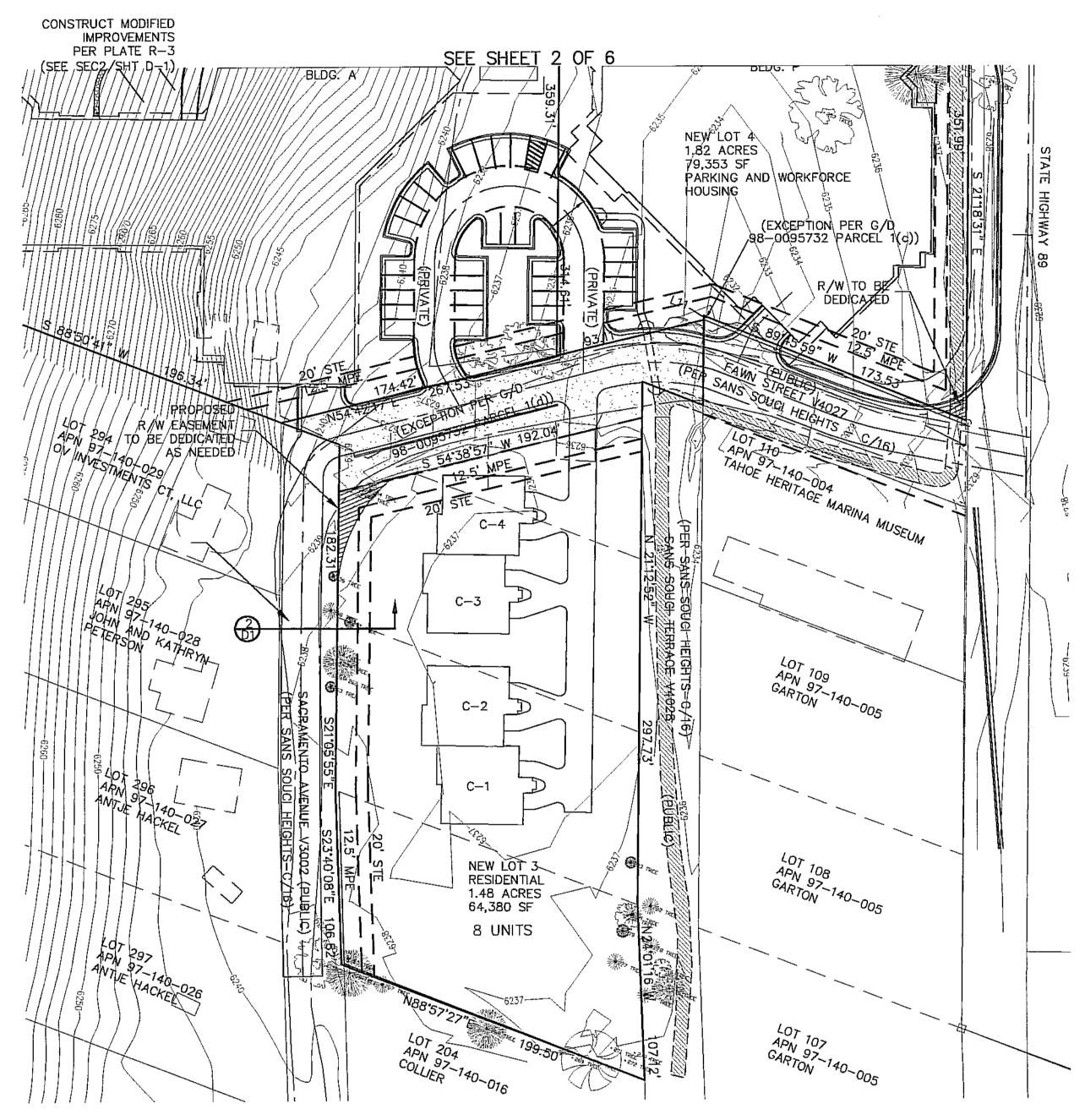
SPARKS, NEVADA 89434

(775) 358-9491 * FAX 358-3664



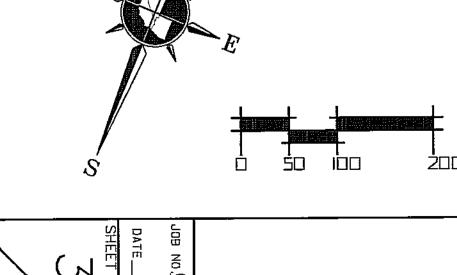
HOMEWOOD SKI AREA SUBSTANTIAL CONFORMANCE MAP EXHIBIT APRIL, 2015



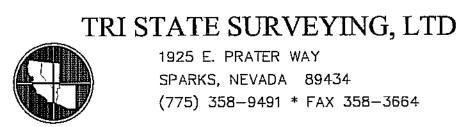


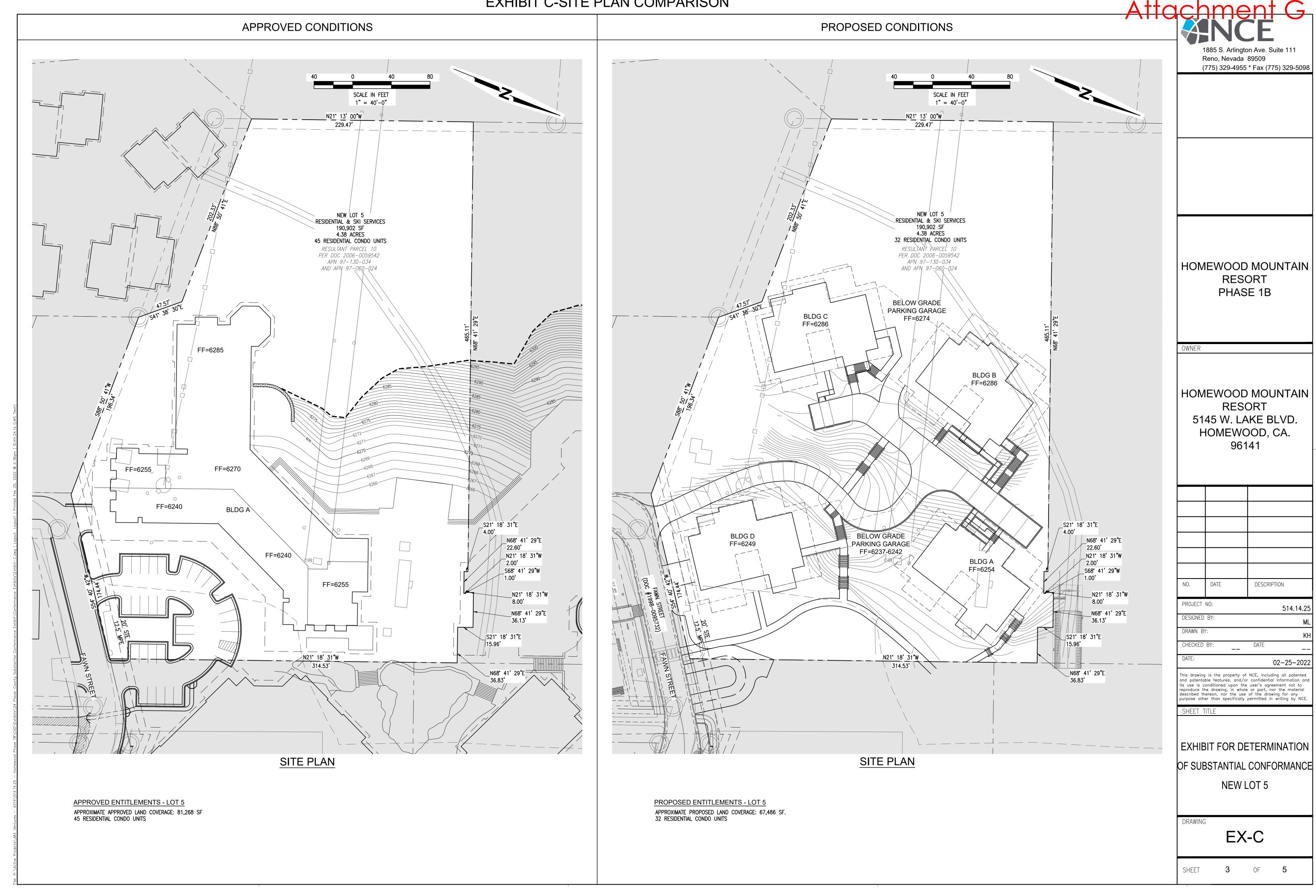
NEW PARCEL 3 - RESIDENTIAL

LEGEND	
LOT LINE ADJACENT LOT	CURB & GUTTER BUILDING
EASEMENT	HVR HOMEWOOD VILLAGE RESORTS,
N	
W	

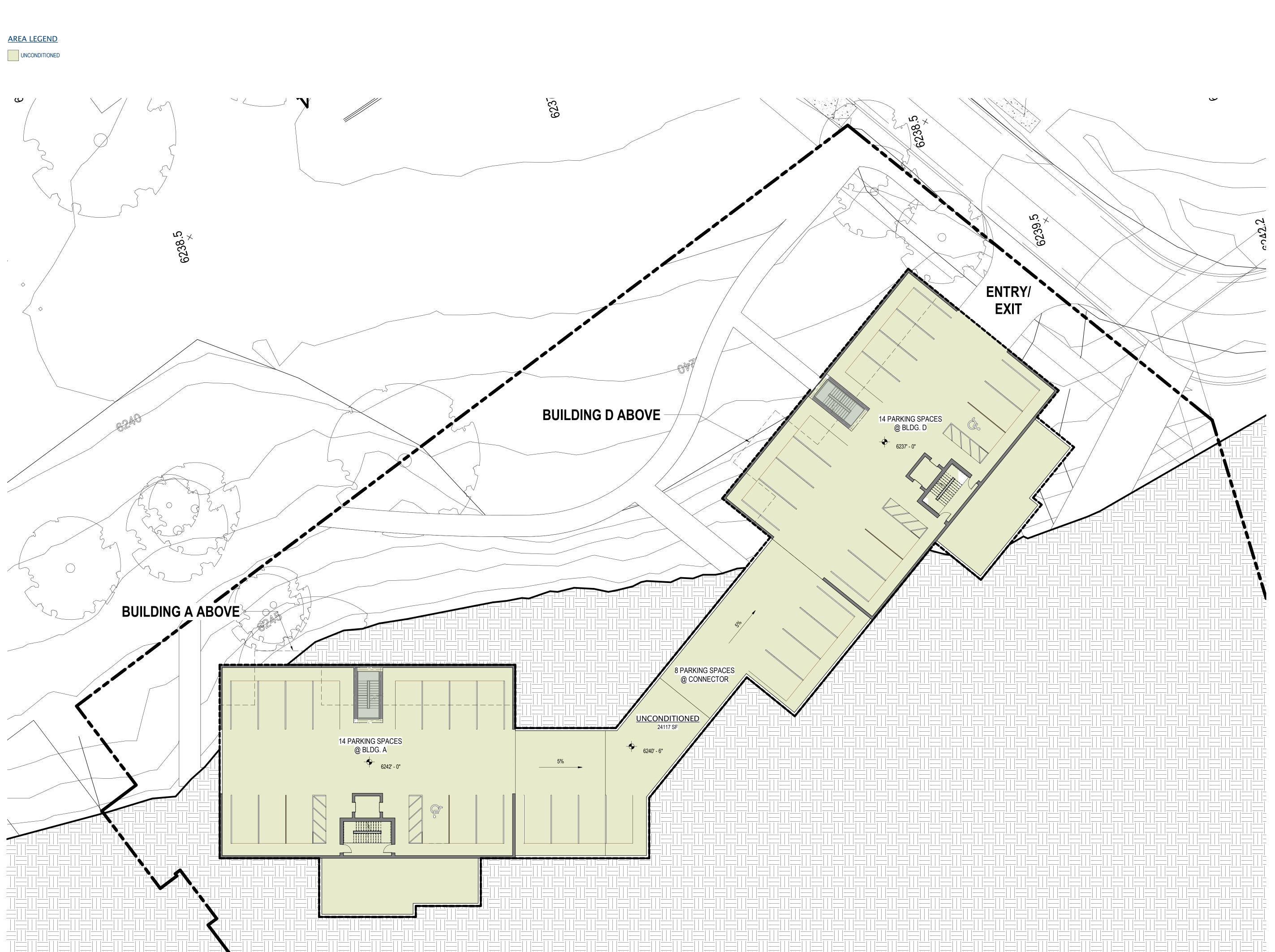


BENCHMARK					
DESIGNED BY	DRAWN BY		***		
CHECKED BY	DATE SURVEYED		. ,		
APPROVED BY	NO.	DATE	MARK	REVISIONS	









SHEET NOTES UNCONDITIONED SPACE (BELOW GRADE) - AREA TABULATION AREA SQ FT BLDG. A - PARKING LEVEL UNCONDITIONED
BLDG. A - PARKING LEVEL BLDG. A - PARKING LEVEL 24117 SF BLDG. B & C - PARKING LEVEL UNCONDITIONED BLD BLDG. B & C - PARKING 22151 SF Reserved for permit stamp BLDG. B & C - PARKING LEVEL 22151 SF 46268 SF 46268 SF Grand total 66 SPACES + 4 ACCESSIBLE SPACES = 70 TOTAL SPACES PARKING TOTAL Kundig Project:
HOMEWOOD MOUNTAIN RESORT
5145 W Lake Boulevard
Homewood, CA 96141 Olson principal architect__TK__ project manager_CB_ drawn by JR & JP checked by Checker job no. 21013 date 02/14/2022 no. date NOT FOR CONSTRUCTION SUBSTANTIAL CONFORMANCE

02/28/2022

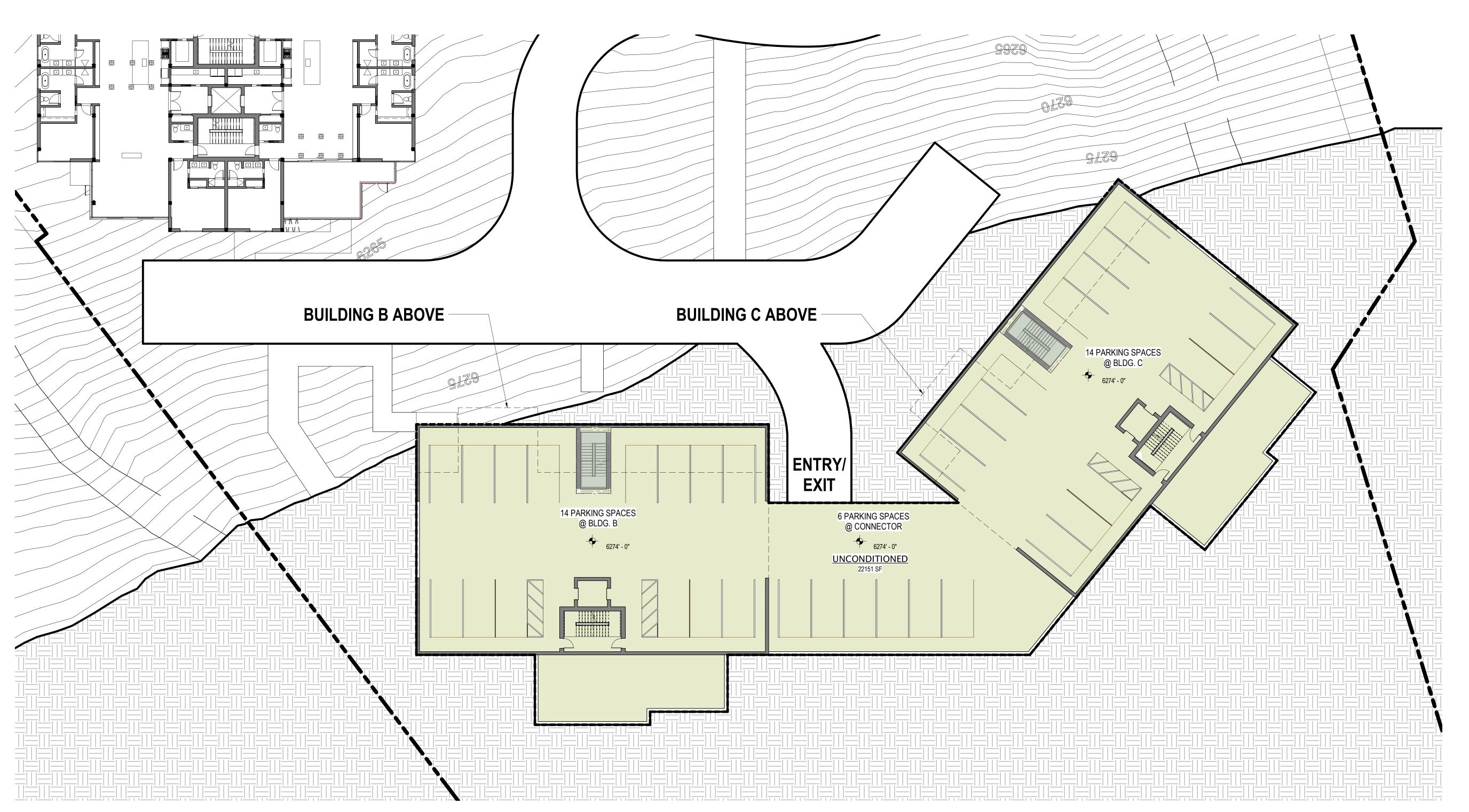
PARKING GARAGE FLOOR PLAN -EXHIBIT B

B-A2.00

BLDG. A & D - PARKING LEVEL

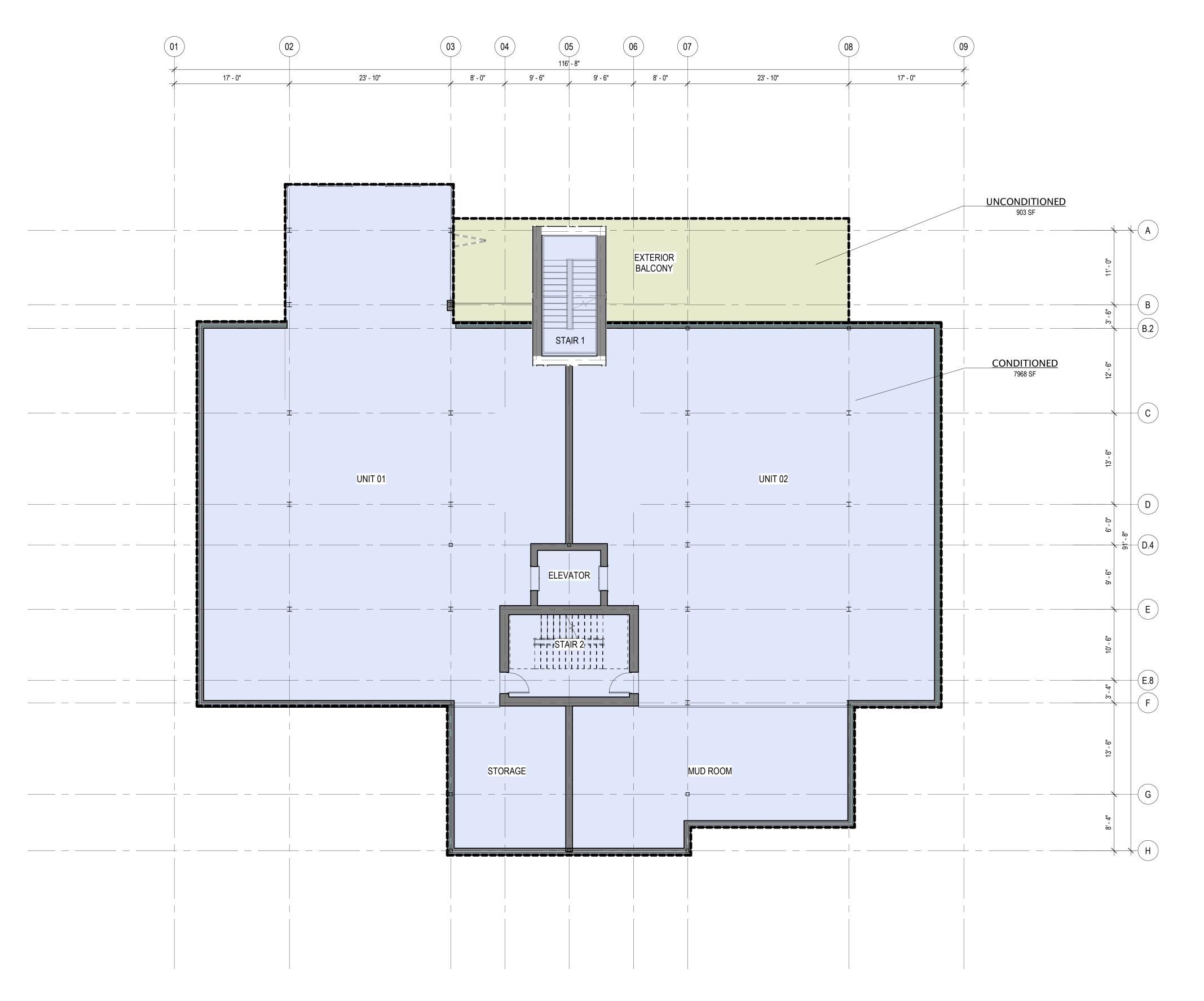
SCALE: 1/16" = 1'-0"

AREA LEGEND UNCONDITIONED





SHEET NOTES UNCONDITIONED SPACE (BELOW GRADE) - AREA TABULATION AREA SQ FT BLDG. A - PARKING LEVEL UNCONDITIONED BLDG. A - PARKING LEVEL 24117 SF BLDG. A - PARKING LEVEL BLDG. B & C - PARKING LEVEL UNCONDITIONED BLDG. B & C - PARKING 22151 SF Reserved for permit stamp BLDG. B & C - PARKING LEVEL 22151 SF 46268 SF Grand total 46268 SF 66 SPACES + 4 ACCESSIBLE SPACES = 70 TOTAL SPACES PARKING TOTAL Kundig project:
HOMEWOOD MOUNTAIN R
5145 W Lake Boulevard
Homewood, CA 96141 Olson principal architect__TK_ project manager_CB_ drawn by JR & JP checked by Checker job no. 21013 date 02/14/2022 no. date NOT FOR CONSTRUCTION SUBSTANTIAL CONFORMANCE 02/28/2022 PARKING GARAGE FLOOR PLAN -EXHIBIT B





SHEET NOTES				
001	AIDITIONED ODAOE, AE			
Name	NDITIONED SPACE -AR	REA TABULATION AREA SQ FT		
LDG. A - LEVEL 01				
ONDITIONED LDG. A - LEVEL 01	BLDG. A - LEVEL 01	7968 SF 7968 SF		
LDG. C - LEVEL 02 ONDITIONED LDG. C - LEVEL 02	BLDG. C - LEVEL 02	9420 SF 9420 SF	Reserved for permit stamp	
LDG. C - LEVEL 03 ONDITIONED LDG. C - LEVEL 03	BLDG. C - LEVEL 03	9118 SF 9118 SF	9 600 USA .com	
LDG. C - LEVEL 04 ONDITIONED LDG. C - LEVEL 04	BLDG. C - LEVEL 04	9116 SF 9116 SF	159 South Jackson St, Suite 600 Seattle, Washington 98104 USA +1 206 624 5670 olsonkundig.com	E 1B
LDG. C - MEZZ	BLDG. C - MEZZ	3550 SF	south Jac	PHASE
LDG. C - MEZZ	BEBO. O WILLE	3550 SF 39172 SF	159 S Saat +1 206	효
LINO			son Kund	project: HOMEWOOD MOUNTAIN RESO 5145 W Lake Boulevard Homewood, CA 96141
UNCC Name	DNDITIONED SPACE - A	AREA TABULATION AREA SQ FT		ME 5 W L
LDG. A - LEVEL 01 NCONDITIONED LDG. A - LEVEL 01	BLDG. A - LEVEL 01	903 SF 903 SF		Project: HOI
LDG. C - LEVEL 02	BLDG. C - LEVEL 02	188 SF		
NCONDITIONED NCONDITIONED	BLDG. C - LEVEL 02 BLDG. C - LEVEL 02	726 SF 660 SF		
LDG. C - LEVEL 02		1575 SF		
LDG. C - LEVEL 03 NCONDITIONED NCONDITIONED	BLDG. C - LEVEL 03 BLDG. C - LEVEL 03	418 SF 500 SF		
LDG. C - LEVEL 03	5150.0 12712.00	919 SF		
LDG. C - LEVEL 04 NCONDITIONED NCONDITIONED LDG. C - LEVEL 04	BLDG. C - LEVEL 04 BLDG. C - LEVEL 04	194 SF 263 SF 457 SF		
LDG. C - MEZZ NCONDITIONED	BLDG. C - MEZZ	748 SF		
LDG. C - MEZZ Frand total		748 SF 4601 SF 4601 SF		
			principal architect project manager drawn by	СВ

principal architect TK
project manager CB
drawn by JR & JP
Author
checked by Checker
job no. 21013
date 02/14/2022
revisions:

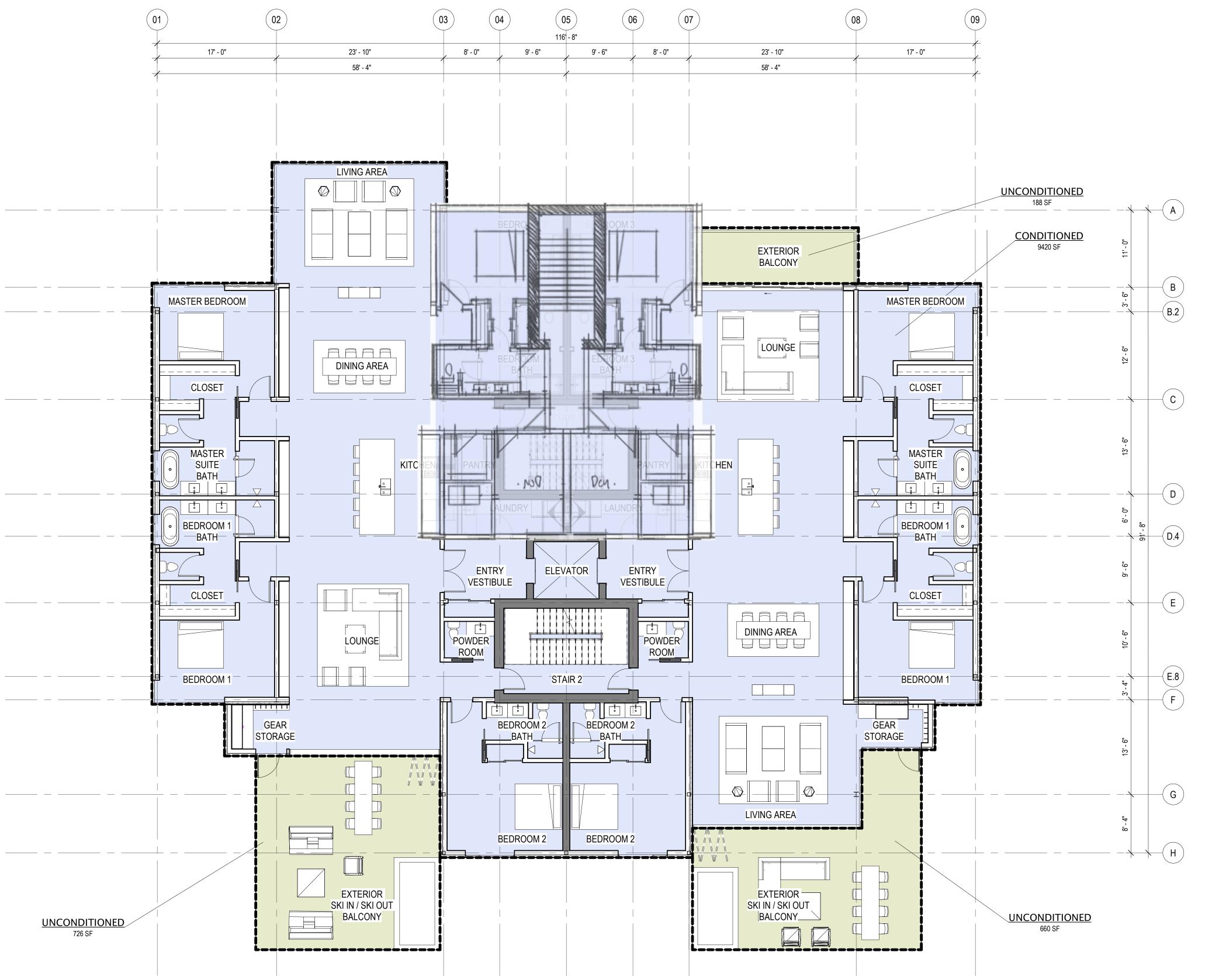
NOT FOR CONSTRUCTION
SUBSTANTIAL CONFORMANCE
02/28/2022

no. date

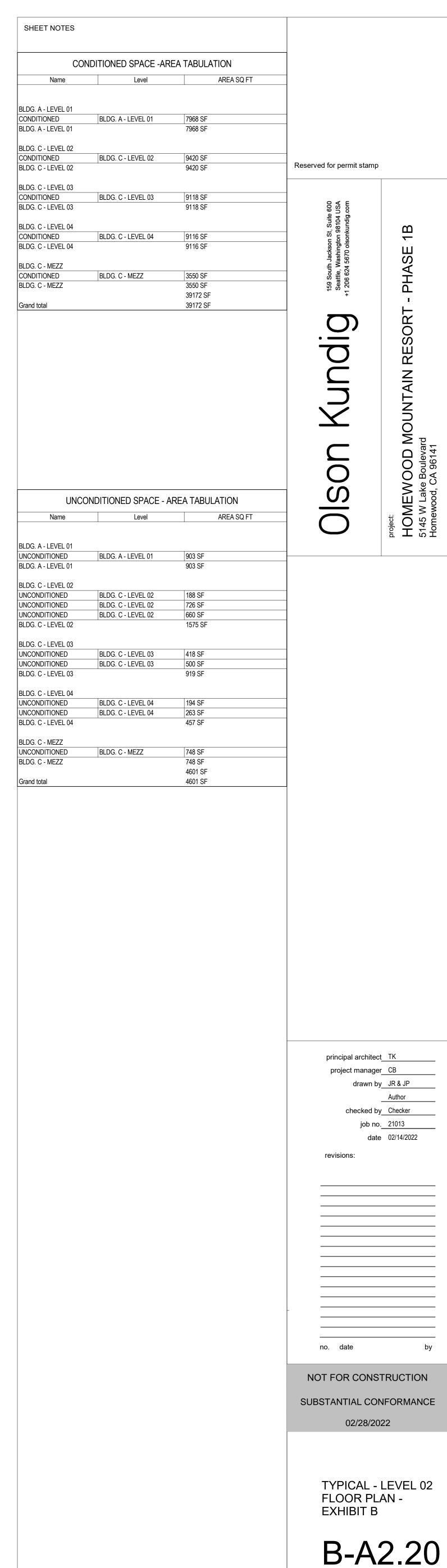
TYPICAL - LEVEL 01 FLOOR PLAN -EXHIBIT B

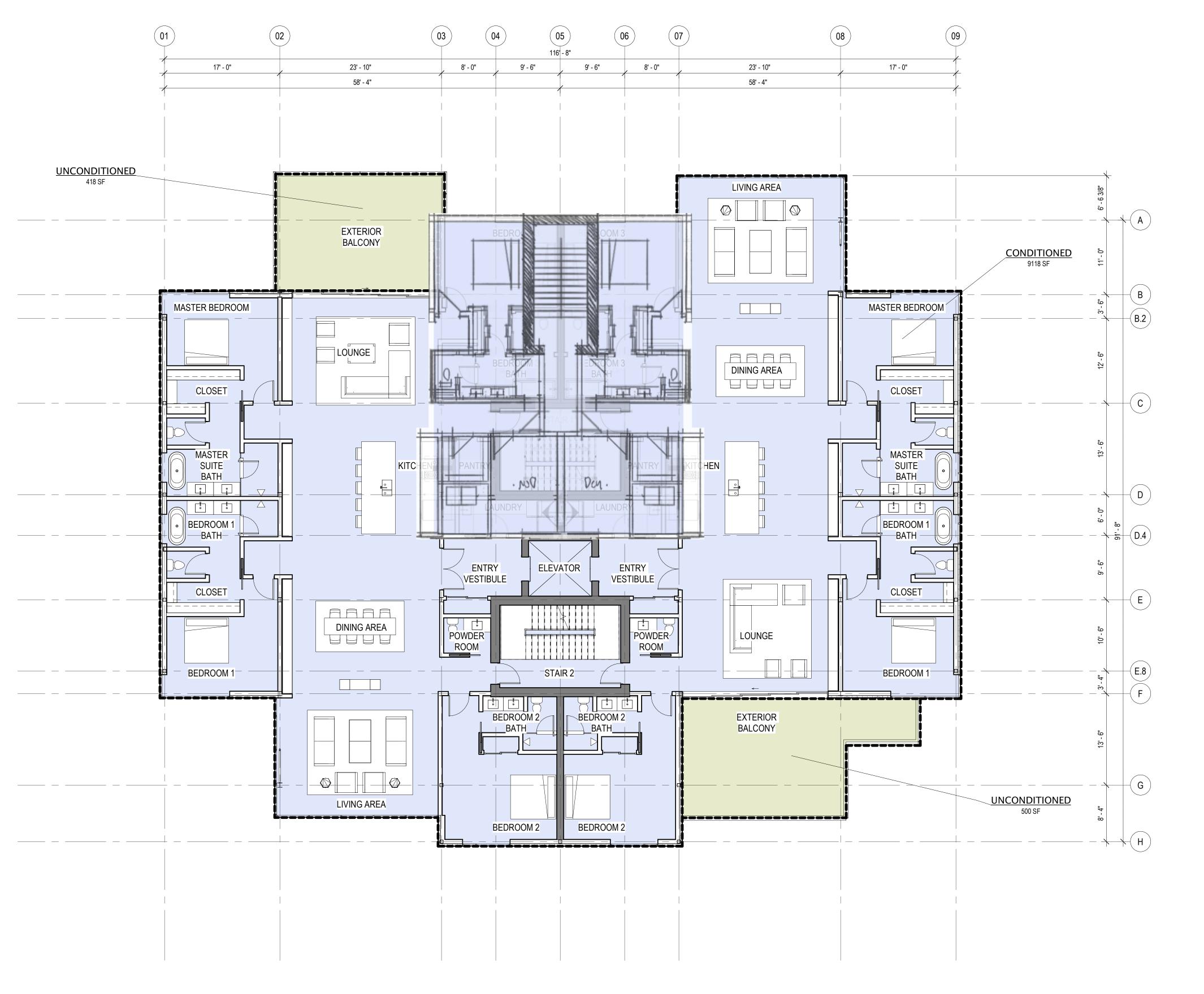
B-A2.10

CONDITIONED UNCONDITIONED

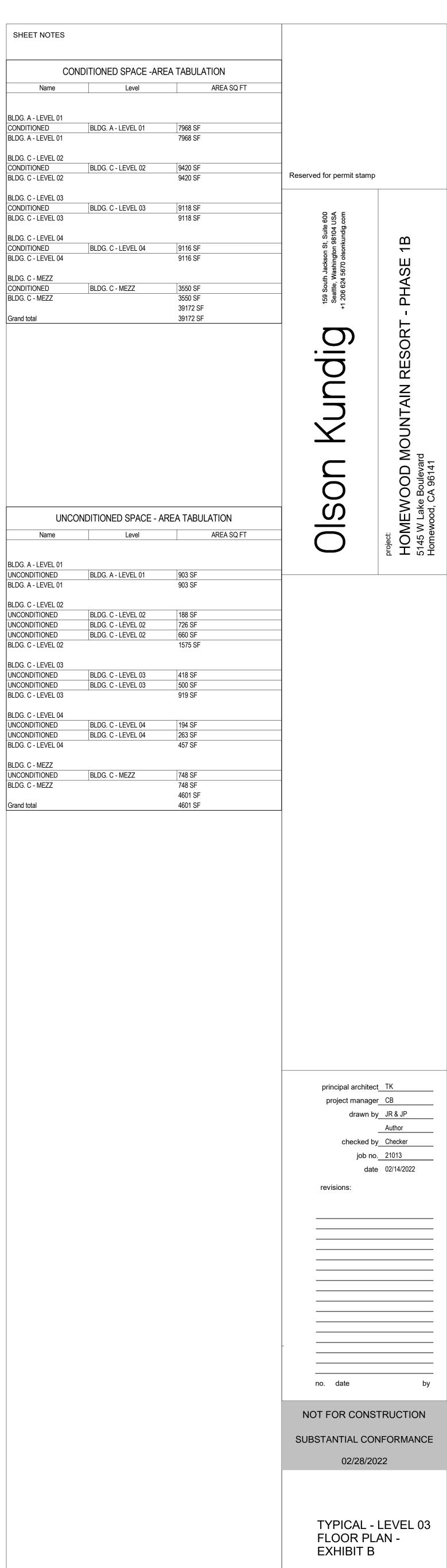




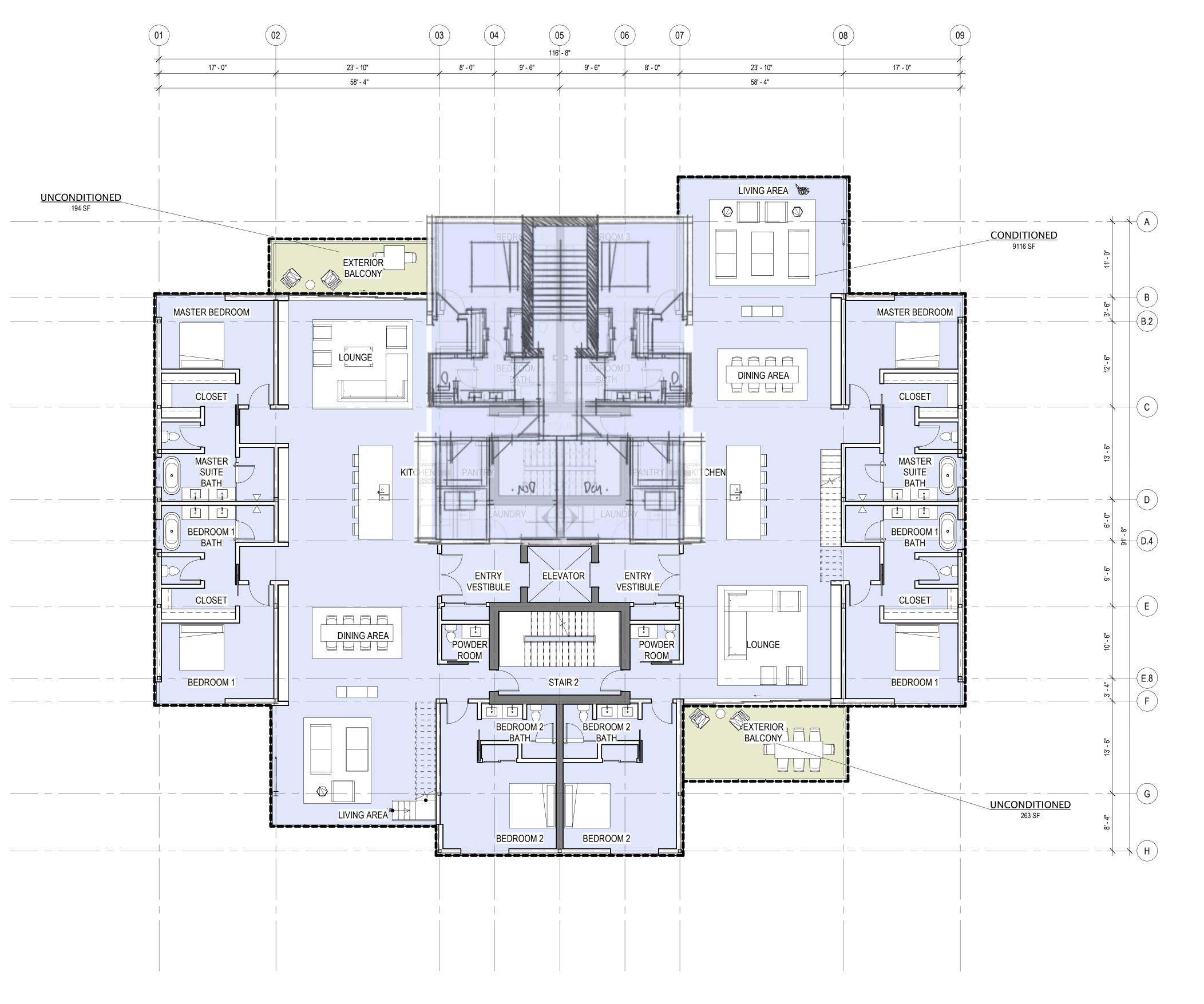








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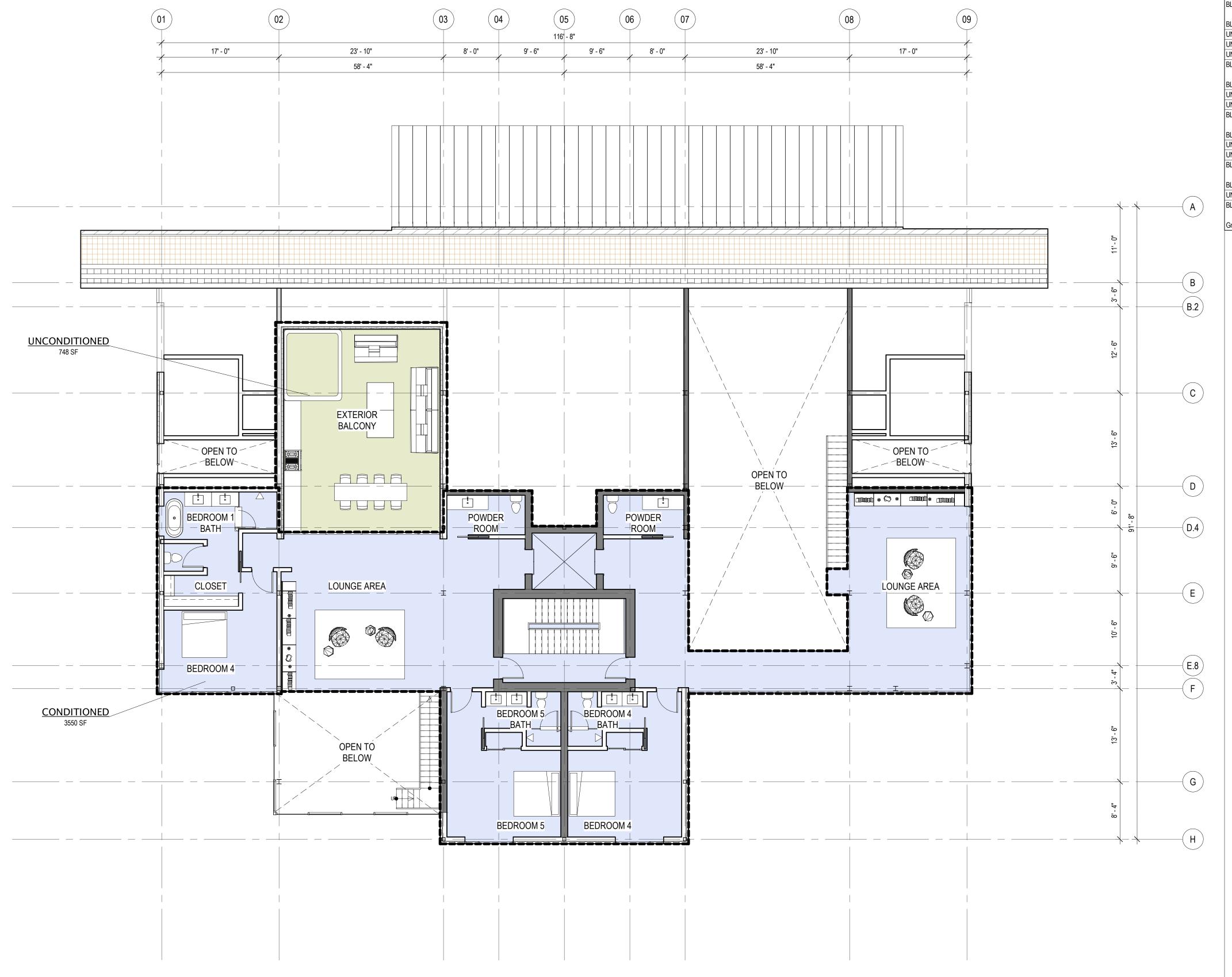




Name	NDITIONED SPACE -AF	REA TABULATION		
	Level	AREA SQ FT		
BLDG. A - LEVEL 01 CONDITIONED BLDG. A - LEVEL 01	BLDG. A - LEVEL 01	7968 SF 7968 SF		
SLDG. C - LEVEL 02 CONDITIONED SLDG. C - LEVEL 02	BLDG. C - LEVEL 02	9420 SF 9420 SF	Reserved for permit stamp	
DG. C - LEVEL 03 ONDITIONED LDG. C - LEVEL 03	BLDG. C - LEVEL 03	9118 SF 9118 SF	uite 600 104 USA ndig.com	
LDG. C - LEVEL 04 ONDITIONED LDG. C - LEVEL 04	BLDG. C - LEVEL 04	9116 SF 9116 SF	159 South Jackson St, Suite 600 Seattle, Washington 98104 USA +1 206 624 5670 olsonkundig.com	SE 1B
LDG. C - MEZZ ONDITIONED LDG. C - MEZZ rand total	BLDG. C - MEZZ	3550 SF 3550 SF 39172 SF 39172 SF	159 South Seattle, V +1 206 624	- PHASE
			(undig	NTAIN RESOR
	ONDITIONED SPACE - A		SON	project: HOMEWOOD MOUNTAIN RESO 5145 W Lake Boulevard
Name	Level	AREA SQ FT		project:
LDG. A - LEVEL 01 NCONDITIONED LDG. A - LEVEL 01	BLDG. A - LEVEL 01	903 SF 903 SF		
LDG. C - LEVEL 02 NCONDITIONED	BLDG. C - LEVEL 02	188 SF		
NCONDITIONED NCONDITIONED LDG. C - LEVEL 02	BLDG. C - LEVEL 02 BLDG. C - LEVEL 02	726 SF 660 SF 1575 SF		
LDG. C - LEVEL 03 NCONDITIONED NCONDITIONED LDG. C - LEVEL 03	BLDG. C - LEVEL 03 BLDG. C - LEVEL 03	418 SF 500 SF 919 SF		
LDG. C - LEVEL 04 NCONDITIONED NCONDITIONED LDG. C - LEVEL 04	BLDG. C - LEVEL 04 BLDG. C - LEVEL 04	194 SF 263 SF 457 SF		
LDG. C - MEZZ NCONDITIONED	BLDG. C - MEZZ	748 SF		
LDG. C - MEZZ Frand total		748 SF 4601 SF 4601 SF		
			project manage drawn b checked b job no	er CB y JR & JP Author
			project manage drawn b checked b job no date	y JR & JP Author y Checker b. 21013

TYPICAL - LEVEL 04 FLOOR PLAN -EXHIBIT B

B-A2.40



SHEET NOTES CONDITIONED SPACE -AREA TABULATION AREA SQ FT BLDG. A - LEVEL 01 BLDG. A - LEVEL 01 7968 SF BLDG. A - LEVEL 01 7968 SF BLDG. C - LEVEL 02 BLDG. C - LEVEL 02 CONDITIONED 9420 SF BLDG. C - LEVEL 02 Reserved for permit stamp BLDG. C - LEVEL 03 BLDG. C - LEVEL 03 CONDITIONED 9118 SF BLDG. C - LEVEL 03 9118 SF BLDG. C - LEVEL 04 CONDITIONED BLDG. C - LEVEL 04 9116 SF BLDG. C - LEVEL 04 9116 SF PHASE BLDG. C - MEZZ BLDG. C - MEZZ CONDITIONED 3550 SF BLDG. C - MEZZ 3550 SF 39172 SF 39172 SF Grand total Kundig project:
HOMEWOOD MOUNTAIN R
5145 W Lake Boulevard
Homewood, CA 96141 Olson UNCONDITIONED SPACE - AREA TABULATION AREA SQ FT BLDG. A - LEVEL 01 UNCONDITIONED BLDG. A - LEVEL 01 BLDG. A - LEVEL 01 BLDG. C - LEVEL 02 UNCONDITIONED BLDG. C - LEVEL 02 188 SF UNCONDITIONED BLDG. C - LEVEL 02 726 SF UNCONDITIONED BLDG. C - LEVEL 02 660 SF BLDG. C - LEVEL 02 1575 SF BLDG. C - LEVEL 03 BLDG. C - LEVEL 03 UNCONDITIONED UNCONDITIONED BLDG. C - LEVEL 03 BLDG. C - LEVEL 03 BLDG. C - LEVEL 04 UNCONDITIONED BLDG. C - LEVEL 04 194 SF BLDG. C - LEVEL 04 UNCONDITIONED 263 SF BLDG. C - LEVEL 04 BLDG. C - MEZZ UNCONDITIONED BLDG. C - MEZZ 748 SF BLDG. C - MEZZ 748 SF 4601 SF 4601 SF principal architect TK project manager_CB_ drawn by JR & JP checked by Checker job no. 21013 date 02/14/2022

no. date by

NOT FOR CONSTRUCTION

SUBSTANTIAL CONFORMANCE

TYPICAL - LEVEL MEZZ FLOOR PLAN - EXHIBIT B

02/28/2022

B-A2.50

TYPICAL - LEVEL MEZZ

SCALE: 1/8" = 1'-0"

UNIT COUNT								
UNIT TYPE / NAME	GSF PER SPACE	LEVEL 1				TOTAL	UNIT MIX	GSF TOTAL
CONDO UNITS								
2-BEDROOM UNIT A (LEVEL 01)	3,329	4				4	12.50%	13,31
Exterior Balcony	402	4				4		1,60
TOTAL UNIT AREA	3,731							
						<u>.</u>		
2-BEDROOM UNIT B (LEVEL 01)	2,778	4				4	12.50%	11,11
Exterior Balcony	402	4				4		1,60
TOTAL UNIT AREA	3,180							
4-BEDROOM UNIT A (LEVEL 02)	4,479		4			4	12.50%	17,91
Exterior Balcony	636		4			4		2,54
TOTAL UNIT AREA	5,115		<u> </u>					
	,							
4-BEDROOM UNIT B (LEVEL 02)	4,327		4			4	12.50%	17,30
Exterior Balcony	848		4			4		3,39
TOTAL UNIT AREA	5,175							
	4.25.4						42.500/	47.04
4-BEDROOM UNIT A (LEVEL 03)	4,254			4		4	12.50%	17,01
Exterior Balcony TOTAL LINIT AREA	418			4	-	4		1,67
TOTAL UNIT AREA	4,672							
4-BEDROOM UNIT B (LEVEL 03)	4,251			4		Δ	12.50%	17,00
Exterior Balcony	498			4		4	12.3070	1,99
TOTAL UNIT AREA	4,749			<u> </u>				
	,							
6-BEDROOM + LOFT (LEVEL 04 & LEVEL MEZZ)	6,036				4	4	12.50%	24,14
Exterior Balcony	942				4	4		3,76
TOTAL UNIT AREA	6,978							
	F. C.C.F.				4		42.500/	22.66
5-BEDROOM + LOFT (LEVEL 04 & LEVEL MEZZ)	5,665				4	4	12.50%	22,66
Exterior Balcony TOTAL UNIT AREA	5,928				4	4		1,05
TOTAL OINT AINLA	3,920							
RESIDENTIAL TOTALS (CONDITIONED) * Excl. Vert. Circulation		4	8	8	8	32	100.00%	140,47
VEDTICAL CIDCULATION	712	4	4	4	4	1.6		11 40
VERTICAL CIRCULATION	713	4	4	4	4	16		11,40
LOBBY/GEAR STORAGE	1,227	4						4,90
200017 027 111 0117 102	1,227	<u> </u>						1,50
RESIDENTIAL BOH/CIRC TOTALS								16,31
		STALL COUN	JT	ACCESS	SIBLE STALL	COUNT		
PARKING GARAGE (BLDG A & D)	21,663	34			2			21,66
PARKING GARAGE (BLDG B & C)	19,697	32			2			19,69
BOH / PARKING TOTALS		66			<u> </u>	70		41,36
						70		41,30
GRAND TOTAL								198,15
								,
STORAGE, HEATING & COOLING PLANT @ ALL BLDGS	1,227	4						4,90
*EXTERIOR BALCONY TOTALS (UNCONDITIONED)								17,63
							_	
								140,47
LOT 5 TOTAL GSF								
LOT 5 TOTAL GSF LOT 5 TOTAL UNIT COUNT								3
								41,36

SHEET NOTES

AREA PLAN GENERAL NOTES

AREAS CALCULATED ARE NOT PER BOMA STANDARDS.
 AREAS AT EXTERIOR WALLS ARE TAKEN TO THE EXTERIOR FACE OF EXTERIOR WALLS.

3. AREAS TAKEN AT CORE WALLS ARE TAKEN TO THE CENTERLINE OF THE WALL.

4. AREAS PROVIDED ARE APPROXIMATE GROSS AREAS.

Reserved for permit stamp

159 South Jackson St, Suite 600 Seattle, Washington 98104 USA +1 206 624 5670 olsonkundig.com

Olson

Kundig

project:
HOMEWOOD MOUNTAIN RESORT
5145 W Lake Boulevard
Homewood, CA 96141

principal architect TK

project manager CB

drawn by JR & JP

Author

checked by Checker

job no. 21013

date 02/14/2022

revisions:

no. date by

NOT FOR CONSTRUCTION

SUBSTANTIAL CONFORMANCE

AREA SCHEDULES - EXHIBIT B

02/28/2022

B-A0 43



(02) (09) 9' - 6" 11' - 8 3/4" 23' - 10" 11' - 8 3/4" 17' - 0" 23' - 10" 17' - 0" 20' - 11 1/8" 45' - 0 3/4" GLULAM TIMBER BLDG. A - T.O. ROOF 6322' - 0" ROOF STRUCTURE STANDING SEAM METAL ROOF BLDG. A - LEVEL MEZZ
6302' - 0" ALUMINUM CURTAIN WALL SYSTEM; TYPICAL 8" WIDE CLEAR VERTICAL GRAIN BLDG. A - LEVEL 04
6290' - 0" CEDAR PLANKS WITH STAIN; TYPICAL -BLDG. A - LEVEL 03 6278' - 0" INSULATED CIP CONCRETE FOUNDATION FORM TIE SYSTEM -BLDG. A - LEVEL 02 6266' - 0" BLDG. A - LEVEL 01 6254' - 0"

1 BUILDING A - WEST ELEVATION

SCALE: 1/8" = 1'-0"

SHEET NOTES

HEIGHT CALCULATION

TRPA CODE OF ORDINANCES CHAPTER 37.5.9.(B) ADDITIONAL HEGHT FOR SPECIAL PROJECTS WITHIN A SKI ÀREA MASTER PLAN; MAXIMUM HEIGHT.

PERCENT SLOPE RETAINED ACROSS BUILDING SITE = 14% = 2:12

LOWEST NATURAL GRADE @ BUILDING A FOUNDATION = 6245' - 0"

MAXIMUM **BUILDING A** HEIGHT @ T.O. EAVE = 6322' - 0"

ALLOWABLE BUILDING HEIGHT = 77' - 0" PROPOSED **BUILDING A** HEIGHT = 77' - 0"

Reserved for permit stamp

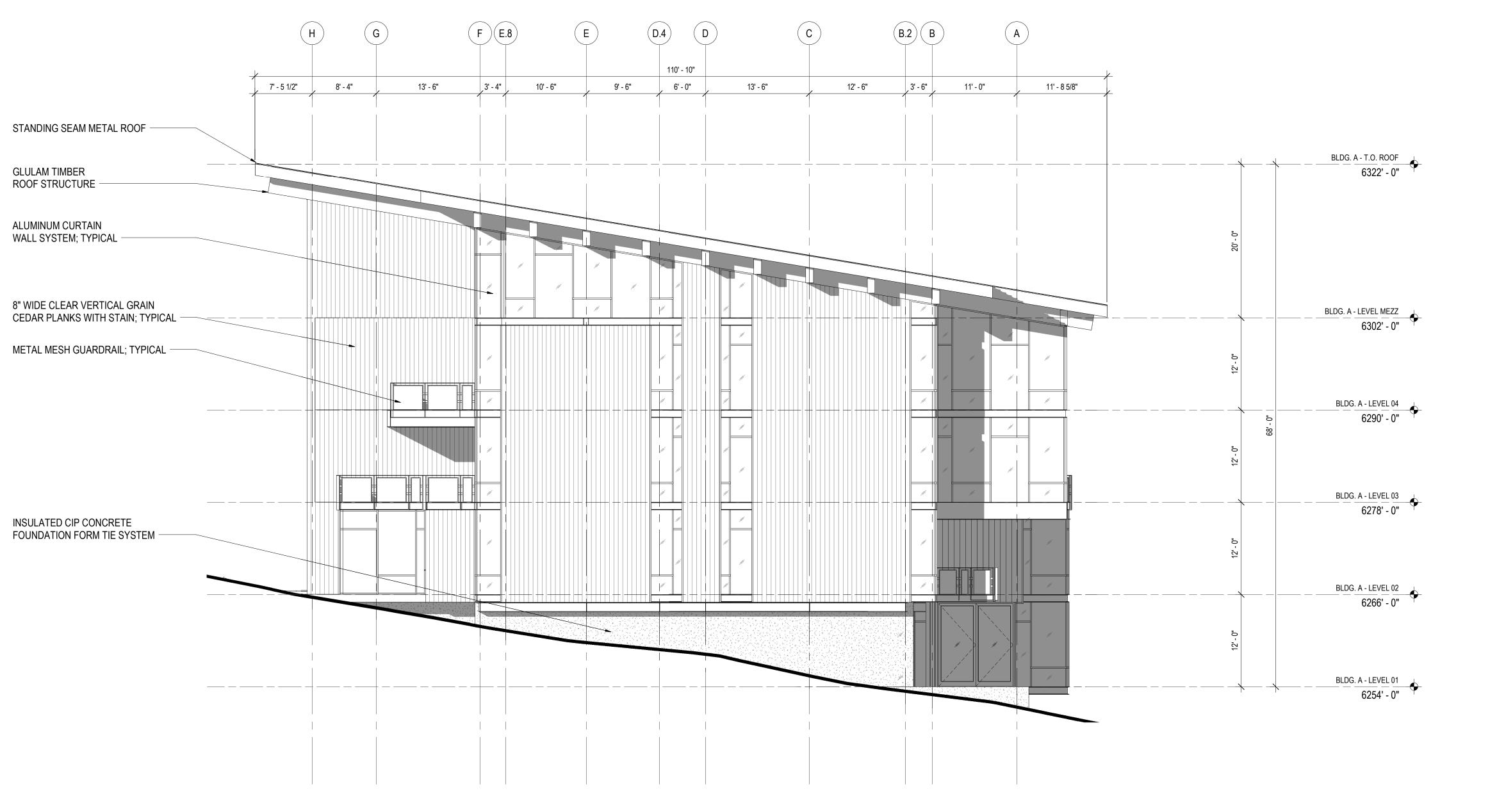
Kundig Project:
HOMEWOOD MOUNT.
5145 W Lake Boulevard
Homewood, CA 96141 Olson

principal architect TK project manager_CB drawn by JR & JP checked by Checker job no. 21013 date 02/14/2022

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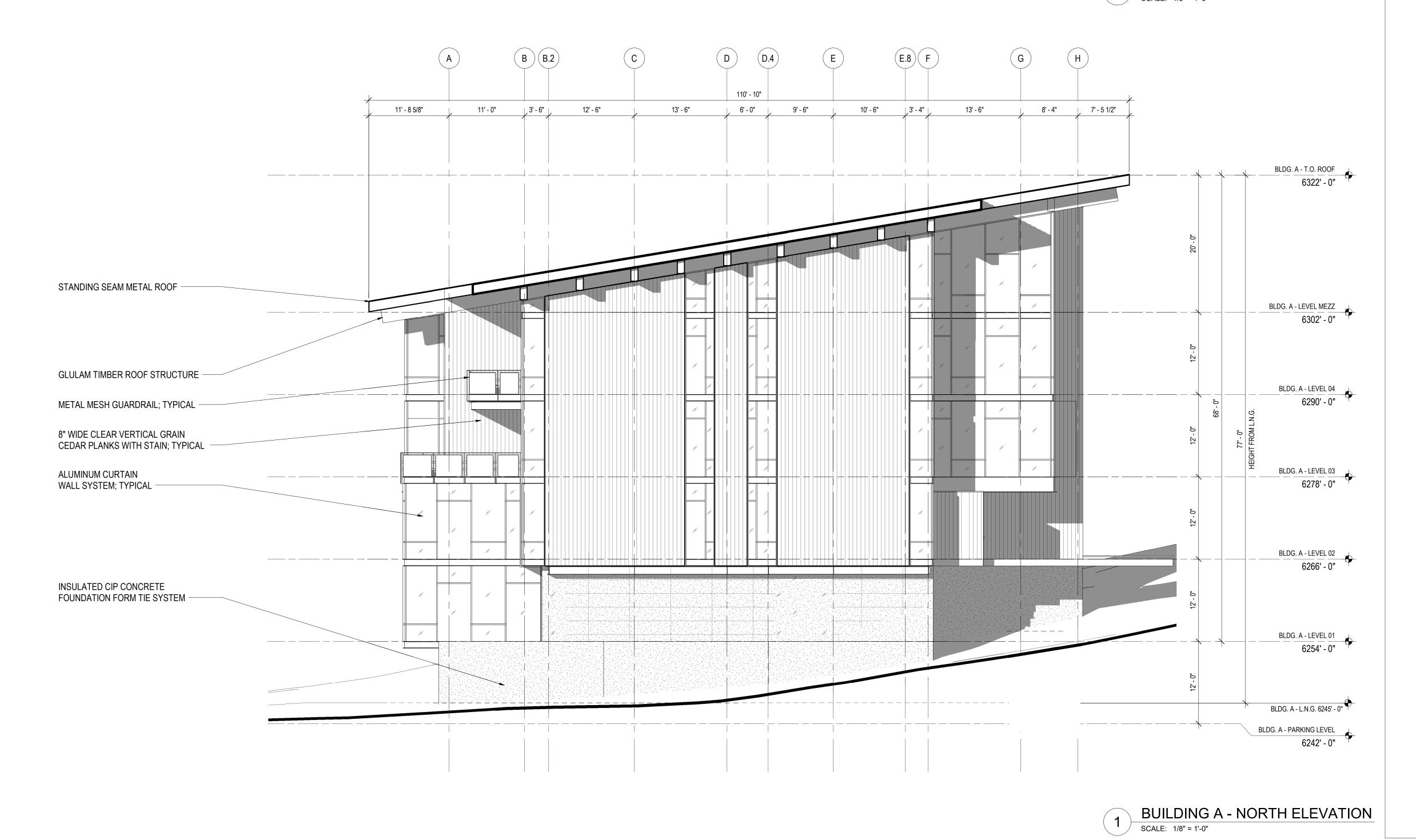
no. date

BUILDING A EXTERIOR ELEVATIONS -EXHIBIT B



BUILDING A - SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



SHEET NOTES

HEIGHT CALCULATION

TRPA CODE OF ORDINANCES CHAPTER 37.5.9.(B) ADDITIONAL HEGHT FOR SPECIAL PROJECTS WITHIN A SKI AREA MASTER PLAN; MAXIMUM HEIGHT.

PERCENT SLOPE RETAINED ACROSS BUILDING SITE = 14% ROOF PITCH

LOWEST NATURAL GRADE @ **BUILDING A** FOUNDATION = 6245' - 0" MAXIMUM **BUILDING A** HEIGHT @ T.O. EAVE = 6322' - 0"

ALLOWABLE BUILDING HEIGHT

= 77' - 0" PROPOSED **BUILDING A** HEIGHT = 77' - 0" Reserved for permit stamp

= 2:12

Kundig

Olson

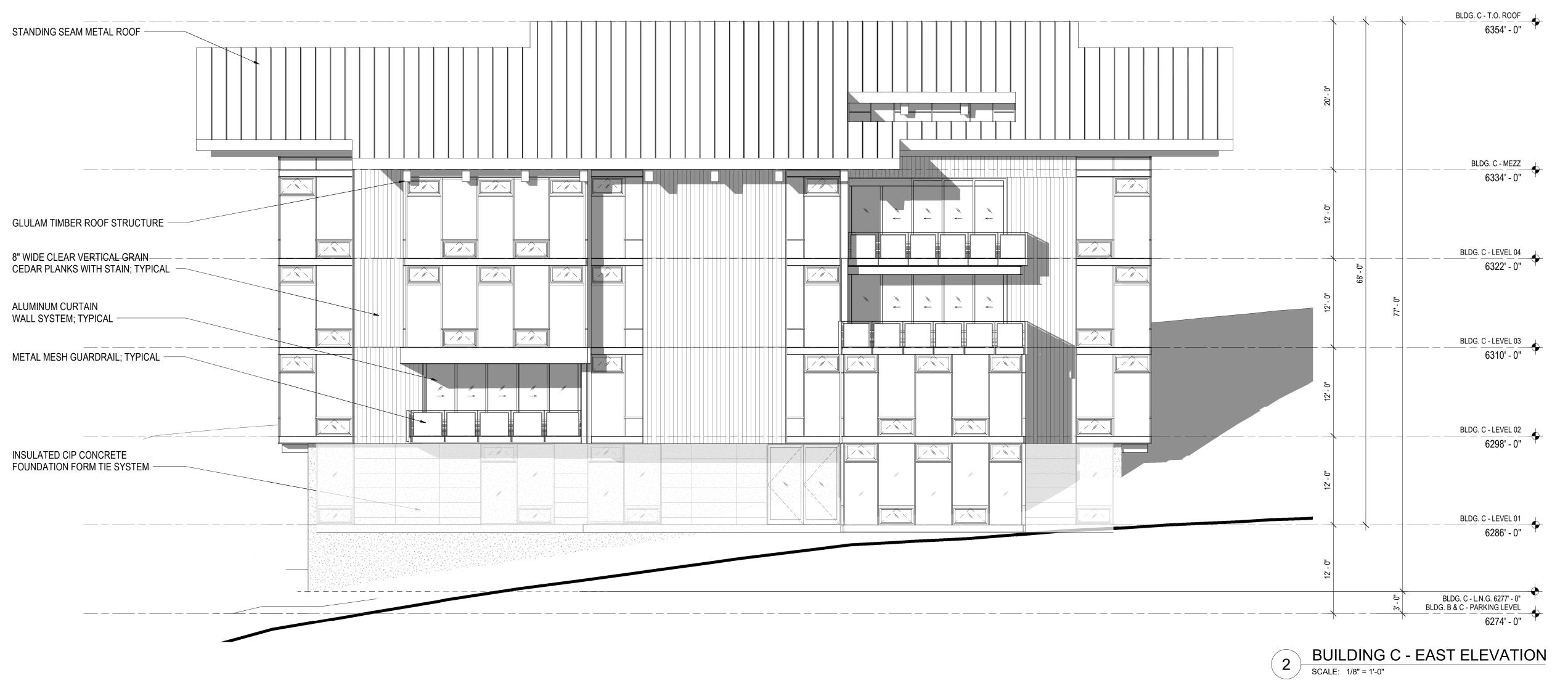
Project:
HOMEWOOD MOUNT
5145 W Lake Boulevard
Homewood, CA 96141

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BUILDING A EXTERIOR ELEVATIONS -EXHIBIT B





SHEET NOTES

HEIGHT CALCULATION

TRPA CODE OF ORDINANCES CHAPTER 37.5.9.(B) ADDITIONAL HEGHT FOR SPECIAL PROJECTS WITHIN A SKI AREA MASTER PLAN; MAXIMUM HEIGHT.

PERCENT SLOPE RETAINED ACROSS BUILDING SITE = 21.5% ROOF PITCH = 2:12

LOWEST NATURAL GRADE @ BUILDING C FOUNDATION = 6277' - 0" MAXIMUM **BUILDING C** HEIGHT @ T.O. EAVE = 6354' - 0"

ALLOWABLE BUILDING HEIGHT PROPOSED BUILDING C HEIGHT = 77' - 0"

= 77' - 0"

Reserved for permit stamp

Kundig

Olson

project:
HOMEWOOD MOUNT,
5145 W Lake Boulevard
Homewood, CA 96141

HEIGHT CALCULATION

TRPA CODE OF ORDINANCES CHAPTER 37.5.9.(B) ADDITIONAL HEGHT FOR SPECIAL PROJECTS WITHIN A SKI ÀREA MASTER PLAN; MAXIMUM HEIGHT.

PERCENT SLOPE RETAINED ACROSS BUILDING SITE = 19% = 2:12 ROOF PITCH LOWEST NATURAL GRADE @ **BUILDING B** FOUNDATION = 6277' - 0" MAXIMUM **BUILDING B** HEIGHT @ T.O. EAVE = 6354' - 0"

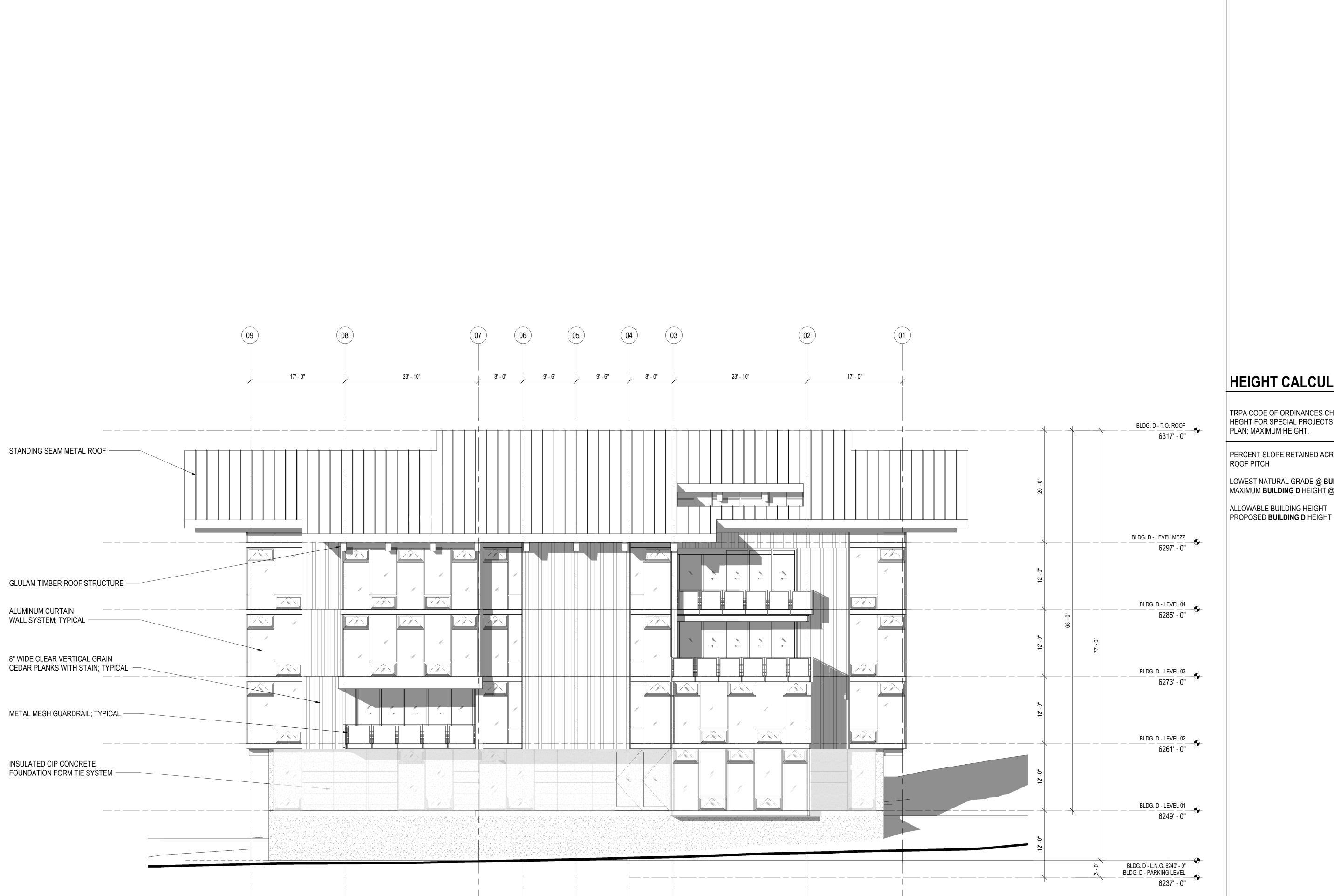
ALLOWABLE BUILDING HEIGHT = 77' - 0" PROPOSED **BUILDING B** HEIGHT = 77' - 0"

1 BUILDING B - EAST ELEVATION
SCALE: 1/8" = 1'-0"

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BUILDING B & C EXTERIOR ELEVATIONS -EXHIBIT B



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Kundig

Olson

Project:
HOMEWOOD MOUNTAIN RESORT
5145 W Lake Boulevard
Homewood, CA 96141

HEIGHT CALCULATION

1 BUILDING D - EAST ELEVATION
SCALE: 1/8" = 1'-0"

SHEET NOTES

TRPA CODE OF ORDINANCES CHAPTER 37.5.9.(B) ADDITIONAL HEGHT FOR SPECIAL PROJECTS WITHIN A SKI AREA MASTER PLAN; MAXIMUM HEIGHT.

PERCENT SLOPE RETAINED ACROSS BUILDING SITE = 10% = 2:12 ROOF PITCH

LOWEST NATURAL GRADE @ **BUILDING D** FOUNDATION = 6240' - 0" MAXIMUM **BUILDING D** HEIGHT @ T.O. EAVE = 6317' - 0" ALLOWABLE BUILDING HEIGHT = 77' - 0"

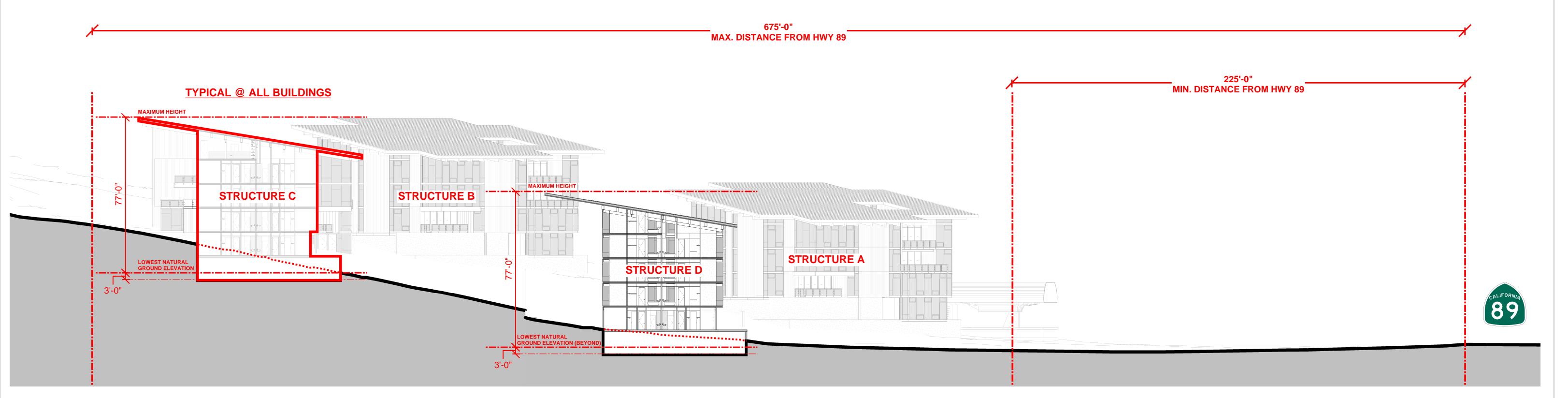
= 77' - 0"

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BUILDING D EXTERIOR ELEVATIONS -EXHIBIT B



TRPA MEASURED HEIGHT **77'-0" MAX. HEIGHT** (MULTIPLE STRUCTURES)

37.5.9. Additional Height for Special Projects within a Ski Area Master Plan

General

TRPA may designate additional height for special projects that are located within a TRPA approved Ski Area Master Plan, and are designated through Resolution

TRPA Code of Ordinances Adopted by Governing Board December 12, 2012 | Amended September 30, 2020 | Page 37-13

CHAPTER 37: HEIGHT37.5 Additional Height for Certain Buildings
37.5.9 Additional Height for Special Projects within a Ski Area Master Plan

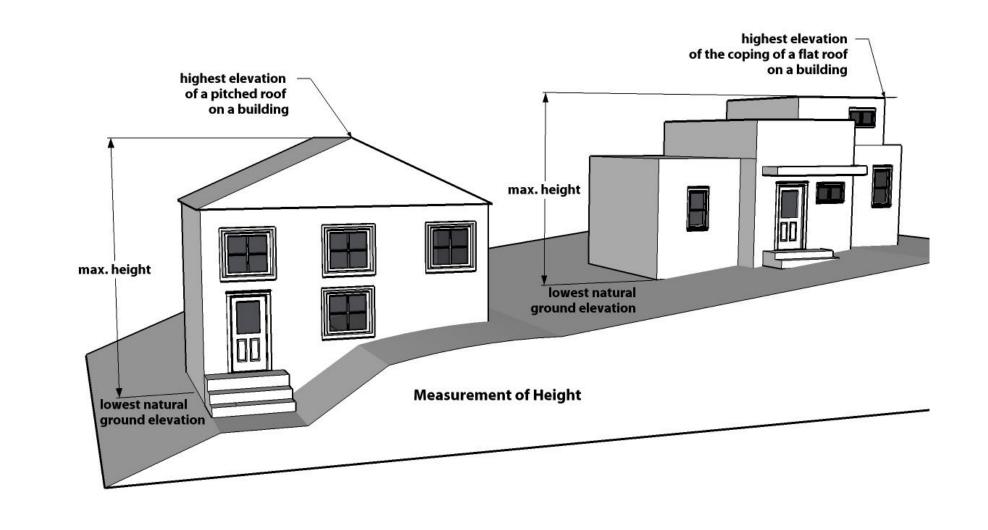
2008-11 to be Special Projects pursuant to TRPA Code subparagraph 50.6.4.D as specified below.

Maximum Height

The maximum height is 77 feet or three-fourths of the maximum height of the tallest trees within the project area, whichever is lower. TRPA shall determine the height of the tallest trees within the project area based on a tree survey provided by the applicant.

(iv) New structures requesting additional height along State Route 89 shall be set back from the travel route edge of pavement a minimum of 30 feet and stair-stepped upslope, providing a transition of height across the site. Additional height for new structures satisfying these requirements may be permitted as

- (1) The maximum permissible height for structures with a minimum set back of 30 feet from the State Route 89 edge of pavement is 45 feet.
- (2) The maximum permissible height for structures with a minimum set back of 150 feet from the State Route 89 edge of pavement is 55 feet.
- (3) The maximum permissible height for structures at the North Base with a minimum set back of 225 feet up to a maximum distance of 675 feet from the State Route 89 edge of pavement is 77 feet. The maximum permissible height for structures at the South Base (Tahoe Ski Bowl Way) with a minimum setback of 650 feet up to a maximum distance of 1200 feet from the State Route 89 edge of pavement is 66 feet



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SUBSTANTIAL CONFORMANCE 02/28/2022

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no. date

HEIGHT CALCULATION DIAGRAM - EXHIBIT

B-A1.00