

Location 128 Market Street Stateline, NV 89449 Contact Phone: 775-588-4547 Fax: 775-588-4527 trpa.qov



## **DRAFT PERMIT**

PROJECT DESCRIPTION:	Timber Harvest Plan/Substantial Tr	ree Removal at Homewood Mountain Resort
<u>APN</u> : 097-050-073	FILE: TREE2023-1582	PERMITTEE: Homewood Mountain Resort

**COUNTY/LOCATION**: Placer/Homewood Mountain Resort

Timber Harvest Plan # 2-23-00114-PLA

Having made the findings required by Agency ordinances and rules, TRPA approved the project on June 26, 2024, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on June 26, 2027, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE, OR AUTHORIZED REPRESENTATIVE, HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) THE PERMITTEE OBTAINS A COUNTY BUILDING PERMIT, IF NECESSARY. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND

(4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

TRPA Executive Director/Designee	Date	

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee	Date



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Required plans determined to be in conform	ance with approval: Date:
TRPA ACKNOWLEDGEMENT: The permittee this date and is eligible for a county building	has complied with all pre-construction conditions of approval as or permit:
TRPA Executive Director/Designee	 Date

## **SPECIAL CONDITIONS**

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

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- 10. All mitigation identified in the Timber Harvest Plan shall be implemented prior to the close out of the permit.
- 11. If any potential cultural or historical artifacts are found in addition to those in the Timber Harvest Plan, work shall stop and the State Historic Preservation Office contacted.
- 12. No trees larger than 30" dbh shall be removed unless authorized in the Timber Harvest Plan and approved by TRPA.
- 13. No trees are permitted for removal in relation to future Homewood Mountain Resort expansion and upgrades including but not limited to the gondola, lodges, and resort infrastructure.
- 14. The project is exempt from the TRPA noise standards between the hours of 8:00 am 6:30 pm.
- 15. This approval is based on the Permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.
- 16. To the maximum extent allowable by law, the permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or permittee.

Included within the permittee's indemnity obligation set forth herein, the permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. The permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the permittee shall, at its expense, satisfy and discharge the same.

**END OF PERMIT**